



MACJARO LIMITED  
P.O. BOX 282  
MOSHI, TANZANIA  
+255 755 777 426

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8<sup>th</sup> February 202

Executive Director,  
Tanzania Investment Centre, P. O. Box 938,  
Dar es Salaam TANZANIA  
Dear Sir/Madam

**RE: EXPLANATION FOR LEASE SUBMITTED**

Kindly refer to the heading above. MACJARO LIMITED has 5 plots where by these plots are on different areas, we couldn't place all five areas on the system as project location since that the system allow only one project location hence the following are our lease for the project: Machame rikus - mkufi farm 120, Machame rikus - mkufi farm 23, Lemurkinna - nkwanira 275, Lemurkinna - nkwanira msesewe 161, Koboko- pyrita 200 respectively.

Yours sincerely

For **MACJARO LIMITED**,

  
.....  
**MANAGING DIRECTOR**

**LEASE AGREEMENT**

Made this 01st Day of OCTOBER 2021

Between

**KOBOKO RURAL CO-OPERATIVE SOCIETY LIMITED**


And

**MACJARO LIMITED**



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This Lease Agreement has been entered into this 01st day of Oct 2021.

**BETWEEN**

**KOBOKO RURAL COOPERATIVE SOCIETY LIMITED (KOBOKO AMCOS Ltd)**, being a registered Cooperative Society under The Cooperative Societies Act, No.1 of 2013 the same being registered with Registration Number K/R 222 and having its registered offices within Koboko South Village, Siha District, Kilimanjaro (hereinafter called "the Lessor" which expression shall, where the context so admits, includes its successors, representatives, heirs and assignee in title) on the one part;

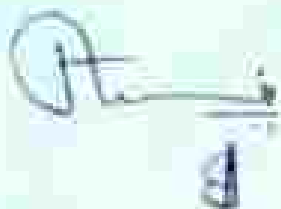
**And**

**MACJARO LIMITED**, a limited liability Company incorporated under the Companies Act, (Cap. 212 R.E 2002 of the Laws of Tanzania and its amendments made from time to time) and having its registered offices within: Farm No 1294, Roo Village, Hai District, Kilimanjaro Region, of Postal Office Box number 436, Moshi, Certificate of Incorporation No: 139482; Date of incorporation 21/11/2017 (hereinafter called the "Lessee") which expression shall where the context so admits, includes its successors, representatives, heirs and assignee in title) of the other part.

**RECITALS**

**Whereas;**

- a. The Lessor is the Lawful owner of Farm No 316/4 under the Certificate of Title No. 11331 situated at Koboko North Village, Siha District, Kilimanjaro Region and commonly known as Pyrita Farm (hereinafter called the "demised property");
- b. The Lessor being a registered proprietor of the demised property, through powers vested to the Members of the Board has hereto agreed to lease the









demised property for economic activities as shall be well stipulated in this lease agreement;

- c. The Lessee is interested in developing the Lessor's demised Property for the period of time as shall be agreed in this lease agreement;
- d. The Lessee wishes to lease the Lessor's property under this Lease Agreement for the period of twenty-five (25) years with a view to conducting farming business on the demised property, the Lessor on the other hand, is willing and has consented thereto, to lease the demised property to the Lessee, and in each case in accordance with the terms and conditions stipulated in this lease agreement;
- e. Both Lessor and Lessee have chosen to define their obligations in the execution of this lease agreement through the terms and conditions set forth in this agreement.

**NOW THEREFORE, BOTH PARTIES TO THIS LEASE AGREEMENT HAVE PUT THEIR HANDS TOGETHER AND HAVE AGREED ON THE FOLLOWING TERMS AND CONDITIONS AS SET FORTH AS FOLLOWS: -**

#### **CLAUSE 1. DEFINITIONS OF TERMS**

In this agreement the following terms shall have the following meanings:-

**"Agreement/Contract"** Means the terms and conditions entered between the Lessor and Lessee of this Lease Agreement and these two terms shall be used interchangeably and shall mean the same.

**"Development Plan"** Means a written plan to be prepared by the Lessee and to be approved by the Lessor of which it provides for the means, methods and resources to be employed by the Lessee in developing the farm in a manner which optimizes production.



**"Development Projects"** All activities concerning development which shall be carried out by the community.

**"Equipment"** Means existing machines used by the Lessee to simplify its works in the performance of its obligations in management of the demised property.

**"The Term"** Means the life span of this Lease Agreement.

**"The demised property"** Means the land, together with all the buildings that pertains to the remaining of Certificate of Title No 11331 measuring 200 acres in respect of farm No 316/4 commonly known as *Pyrita Farm* located in Siha District, Kilimanjaro Region, and the same having a description of location as indicated and explained in Certificate of Title and as shall be described in Clause 5 of this lease agreement.

**"Movable Property"** Means all assets which belongs to the lessee and lessor of which are temporarily affixed to the property and can be transferred from one place to the other, this shall include machines and equipment which are bolted in the property.


**"Immoveable Property"** Means all the assets which have been affixed permanently in the property and cannot be transferred from one place to the other except for the bolted machines which shall be regarded as movable properties.

## CLAUSE 2. THE LEASE

2.2 Subject to the terms and conditions of this Lease Agreement, the Lessor does hereby lease the demised property to the Lessee for a consideration to be stipulated in this lease agreement.

2.3 The Lessee does hereby agree to take the demised property on the terms and conditions stipulated hereinafter in this Lease Agreement.

2.3 This Lease Agreement shall be binding to the parties in this Lease Agreement only.



### CLAUSE 3. LEASE PERIOD

3.1 The Lease Agreement period shall be for a duration of twenty-five (25) years effective from the 1<sup>st</sup> day of October, 2021 to 31<sup>st</sup> day of September, 2046 (hereinafter called "the term") subject to any renewal if the need arises and consented by both parties.

3.2 The Lessee can, prior to the expiration of the term and if there shall not at that time be any existing breach of this agreement by the Lessee, show his wish of extending the lease period may give notice requesting an extension of lease period for a term as may be agreed upon.

3.3 If an agreement of extending the term is not reached and the Lessor does not renew the Lease, the Lessee shall have the right to take away all movable assets except for immovable permanent structures.

### CLAUSE 4.0 CONSIDERATION AND MODE OF PAYMENT

4.1

Phase	Year/Duration	Amount Per Acre Per Annum (USD)	Total Consideration/Rent in (USD) for 200 acres
Phase 1	1 <sup>st</sup> October 2021 – 31 <sup>st</sup> September, 2022	\$ 90.00	\$ 18,000.00
	1 <sup>st</sup> October 2022 – 31 <sup>st</sup> September, 2023	\$ 90.00	\$ 18,000.00
	1 <sup>st</sup> October 2023 – 31 <sup>st</sup> September, 2024	\$ 95.00	\$ 19,000.00

	1 <sup>st</sup> October 2024 – 31 <sup>st</sup> September, 2025	\$ 95.00	\$ 19,000.00
	1 <sup>st</sup> October 2025 – 31 <sup>st</sup> September, 2026	\$ 100.00	\$ 20,000.00
<b>Phase 2</b>	1 <sup>st</sup> October 2026 – 31 <sup>st</sup> September, 2031	\$ 115.00	\$ 23,000.00
<b>Phase 3</b>	1 <sup>st</sup> October 2031 – 31 <sup>st</sup> September, 2036	\$ 130.00	\$ 26,000.00
<b>Phase 4</b>	1 <sup>st</sup> October 2036 – 31 <sup>st</sup> September, 2041	\$ 145.00	\$ 29,000.00
<b>Phase 5</b>	1 <sup>st</sup> October 2041 – 31 <sup>st</sup> September, 2046	\$ 150.00	\$ 30,000.00

4.2 The buildings on the Properties regardless of their number shall be included in the rental fee of each rental phase.

4.3 The first rental payment shall be due by 30<sup>th</sup> October 2021, which shall be paid in a single instalment.

4.4 The remaining rental payments in Phase 1 and those due in Phase 2 shall be paid in two instalments; the first instalment to be paid on or before 30<sup>th</sup> of September and second instalment to be paid on or before 31<sup>st</sup> of March each year.

4.5 The annual rental payments in Phase 3, Phase 4 and Phase 5 shall be paid in a single instalment on or before 30<sup>th</sup> September each year.

4.6 All payments from the Lessee shall be directed to the Lessor's Bank Account as follows:-








**4.5.1 NMB BANK for United States Dollars (USD):**

Account Name: KOBOKO RURAL COOPERATIVE SOCIETY LIMITED

Account Number: 43110004667

**CLAUSE 5. DESCRIPTION OF THE DEMISED PROPERTY**

5.1 Total area of the demised property is 200 acres as explained in Clause 1 of this lease agreement. The boundaries and landmarks of the demised property are marked as follows:-

**To the North:** Common Boundary with Community land, Fuka Village.

**To the South:** Sanya River.

**To the East:** Fuka River.

**To the West:** Common boundary with community land and Sanyajuu High School.

The property sits astride the main Boma to Sanya Juu road.


**Clause 6. NATURE OF INVESTMENT.**

At all times during the term of this Agreement the Lessee will only involve in the business of growing Macademia and intercropping of other cash crops which includes banana, green beans, sorghum, maize and tomatoes.

**Clause 7. OBLIGATIONS OF THE LESSOR and THE LESEE.**

**CLAUSE 7(a). OBLIGATION OF THE LESSOR.**

7.1 The Lessor hereby grants to the Lessee the absolute right to manage, control, and or operate the demised property and also use those demised properties in accordance with the terms and conditions of this lease agreement.



7.2 The Lessor shall ensure the Lessee enjoys the entire demised property as per this agreement without any interference.

7.3 The Lessor guarantees the Lessee that the title deed of the demised property is clean, without any encumbrance and there is no conflict or any case subsisting in any Court of Law or Tribunal. If there is any, the Lessor shall compensate the Lessee for all expenses and costs incurred.

7.4 The Lessor shall compensate the Lessee for all improvements done by the Lessee in the demised property if the Lessor unfairly terminates this Lease Agreement.

7.5 The lessor shall ensure the boundaries of the demised property are intact and no trespassers or any person encroaches on the demised property.

7.6 Except with the prior written consent of the Lessee, the Lessor shall not use the demised property as a security to obtain loan during the term or any extensions thereto.

7.7 The Lessor shall apply and keep valid any water rights or water users permits.

7.8 The Lessor shall endeavor to do all what is within their power to apply for and or assist with obtaining licenses to any increased water rights that may be required in the future including licenses to drill boreholes and construction of water reservoirs when the need shall arise.

**Clause 7 (b). OBLIGATIONS OF THE LESSEE.**

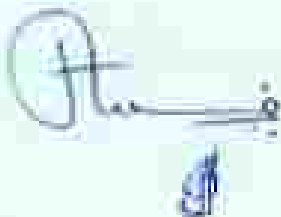
7.1 To pay the consideration for the Lease hereinabove reserved at the time and in the manner aforesaid.

7.2 To pay operational costs including labour, chemicals, fertilizer and other related expenses.

7.3 To pay the cost of any security services for the demised premises.



- 7.4 To permit the Lessor or any person authorized by him and after giving reasonable prior notice to the Lessee (or immediately in case of emergency) to enter upon the demised premises for inspection.
- 7.5 To comply forthwith in all respects with the provisions of every parliamentary enactment (which expression in this sub-clause includes every Act of Parliament now or hereafter enacted and every instrument, regulations and by-law and every notice or order given there under) so far as the same shall affect the demised premises.
- 7.6 The Lessee shall ensure that the aspects of environmental protections over the demised property are implemented.
- 7.7 The Lessee shall not fell any tree on the demised property without seeking and obtaining the permission of the Lessor. The Lessee shall however, upon consultation with the Lessor, have the right to harvest, prune or reduce the number of trees on the demised property for the purposes of construction, reducing shade or removing obstructions. Ownership of the so fallen trees will be to the Lessor.
- 7.8 The Lessee will maintain and repair roads within the demised property.
- 7.9 The Lessee is not allowed to sub-lease or rent any part of the demised property without the prior consent of the Lessor.
- 7.10 The Lessee shall not use the demised property as a security to obtain a loan during the term or any extensions thereto.
- 7.11 With the permission of the Lessor, The Lessee may use this lease agreement as a supportive document when processing loan that would be used to develop the demised property.
- 7.12 The Lessee will ensure the boundaries of the demised property are intact by maintaining the existing boundary and or reinforce a new fence where necessary to safeguard and secure the demised property. Once the Lessee is of



doubt that someone has trespassed or any person encroaches the demised property, he shall immediately inform the Lessor.

7.13 The Lessee shall have an obligation to support the community development schemes and give priority in providing local employment to the villagers around and or near the Leased Properties

7.14 The said support to the community development schemes shall include but not be limited to the following:

Phase	Year/Duration	Amount per annum in USD
Phase 1	1 <sup>st</sup> September 2021 –	\$ 1,500.00
	31 <sup>st</sup> August, 2026	
	1 <sup>st</sup> September 2022 –	\$1,500.00
	31 <sup>st</sup> August, 2023	
	1 <sup>st</sup> September 2023 –	\$1,500.00
	31 <sup>st</sup> August, 2024	
1 <sup>st</sup> September 2024 –	\$1,500.00	
31 <sup>st</sup> August, 2025		
1 <sup>st</sup> September 2025 –	\$1,500.00	
31 <sup>st</sup> August, 2026		
Phase 2	1 <sup>st</sup> September 2026 – 31 <sup>st</sup> August, 2031	\$ 2,000.00
Phase 3	1 <sup>st</sup> September 2031 – 31 <sup>st</sup> August, 2036	\$ 2,500.00
Phase 4	1 <sup>st</sup> September 2036 –	\$ 3,000.00

	31 <sup>st</sup> August, 2041	
<b>Phase 5</b>	1 <sup>st</sup> September 2041 – 31 <sup>st</sup> August, 2046	\$ 3,500.00

The Royalty, as stipulated above, shall be due in the month of September of each year of this lease agreement.

**Clause 8. OTHER CHARGES:**

**8.1 Contingent Liabilities**

The Lessor undertakes to pay all statutory fees, taxes and charges relating to the ownership of the demised property, this would include land rent, withholding tax and other taxes associated with ownership of the demised property.

**8.2 Stamp Duty**

The Lessee will pay stamp duty for this lease agreement.

**8.3 Registration Fees**

The Lessee will shoulder the cost of registering this lease agreement.

**8.4 Other payments**

The Lessee will be responsible to pay Electrical, Water, Telephone Bills and any other bills over the demised property.








**Clause 9. WATER RIGHTS.**

Any existing water rights and water users permits belonging to the demised property will be transferred to the Lessee during the period of this lease agreement and any extensions thereto. However, during the term of this Lease, the Lessee will use water from drilled bore holes on the demised property.

**Clause 10. LEGAL SERVICE'S COSTS**

10.1 The Lessee and the Lessor shall bear equally the cost in respect of drawing up this Lease Agreement and the transactions contemplated in filing the lease agreement. Thereafter, each party will bear their own costs relating to any advocate's costs.

**Clause 11. GOVERNING LAW AND JURISDICTION**

11.1 This Lease Agreement and any amended agreement entered pursuant to this Lease Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

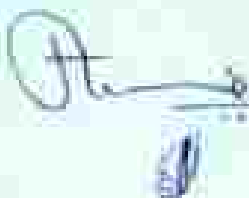
**Clause 12. EMPLOYEES**

12.1 The Lessee shall ensure the well being of the Employees are secured according to Tanzanian Laws.

12.2 At the end of the term, it is the responsibility of the Lessee to terminate all employees according to Tanzanian Laws.

**Clause 13. MEETINGS**

13.1 Both parties shall strive to maintain good relationship between them and once a year (January) the parties will hold a meeting which will be called by



the Lessor and the Lessee will bear the costs thereof. In such meetings, matters of mutual interests and administrative matters shall be discussed, including any review of the Development Plan.

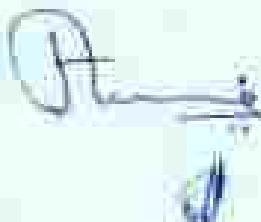
#### **Clause 14. MISCELLANEOUS**

In return to the goodwill extended by the Lessor, the Lessee is ready and willing to do the following: -

- 14.1 The Lessee shall make sure that his infrastructures do not impinge on other farms around his.
- 14.2 To leave all fixed infrastructures as they shall be to the Lessor upon departure.
- 14.3 The Lessee has agreed to give out 60% or thereabouts, of the employment opportunities to the Koboko AMCOS community as far as it is applicable.
- 14.4 All payments from the Lessee shall be directed to the Lessor's Account.
- 14.5 All materials delivered to the Lessor by the Lessee shall be handed over to an authorized officer of the Lessor and shall remain under custody of the Cooperative Society Ltd.
- 14.6 The Lessor and Lessee have agreed that this leased agreement will be signed and the official Sketch Map will be attached.

#### **Clause 15. CONFIDENTIALITY**

- 15.1 All information exchanged between the parties in connection with this Lease Agreement or during discussions proceeding to this Lease Agreement or to any matter contemplated by this Lease Agreement, and any other discussions held between the parties shall remain confidential to them and



their agents and may not be disclosed to any third party during the period of this Lease Agreement or anytime thereafter, except: -

15.1.1 With the Written Consent of the other party;

15.1.2 If required by law to be disclosed;

15.1.3 In connection with legal proceedings by authority of a court of competent jurisdiction;

15.1.4 If the information is or becomes generally and publicly available but not as a result of breach by either party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this Lease Agreement.

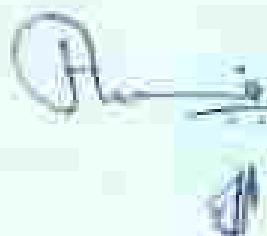
15.2 The obligation of confidentiality herein shall survive even after the termination of this Lease Agreement and remain binding on the parties without limitation of time.

## Clause 16. MODIFICATIONS

16.1 No variations, modification or alteration of any provisions of this Lease Agreement shall be effective unless made with the prior written agreement of both the parties to this Lease Agreement.

16.2 Amendments to the Lease Agreement can be made after both parties to this lease agreement have agreed to amend it. The amended agreement shall be effective following the approval in writing of the Registrar of Cooperative Societies.

16.3 Discussion pertaining to review of this Agreement will usually take place during the annual meeting between both the Lessor and the Lessee as stipulated in Clause 13 of this Agreement. Review of this Lease will be necessitated by prevailing circumstances between parties to the agreement.



**Clause 17. DISPUTE RESOLUTION.**

17.1 In case of any dispute arising out of the Lease Agreement, the prevailing language, if the matter ends in court, will be in English and Swahili. All disputes shall be settled amicably through negotiation or reconciliation.

17.2 In case of any dispute arising out of the lease agreement, either of the parties to this lease agreement shall give notice to each other with intention to settle the matter amicably and if the dispute continues for more than 21 days, then reference will be made to the parties Advocates or the District Co-operative Societies Officer for Hai District who shall sit together and examine the possibilities of resolving the matter amicably within 21 days from the date of reference and make joint report to the parties. In this stage the Assistant Registrar of Cooperative Societies for Kilimanjaro Region shall be duly involved in settling any dispute aroused out of this lease agreement.

17.3 If resolution is not reached within 21 days from the date of reference to the Advocates or the District Co-operative Societies Officer and that the Regional Assistant Registrar of Cooperative Societies have been duly involved to resolve any dispute arising out of this agreement, the matter shall be further referred to the Registrar of Co-operative Societies who will make a decision on the matter within 30 days.

17.4 If any of the parties are not satisfied with the decision of the Registrar of Co-operative Societies, then the matter shall be further referred to the Minister responsible with co-operative societies within 30 days.

17.5 If either of the party is not satisfied by the decision of the Minister responsible for co-operative societies, then that party shall have the option of taking the matter to the Court of Competent Jurisdiction in accordance with the laws of Tanzania.

**Clause 18. TERMINATION AND RENEWAL OF THIS LEASE AGREEMENT**



18.1 In the event that the Lessee, subject to the Lessor's approval, concludes that due to circumstances beyond Lessee's control, he can no longer manage the investment in a profitable manner he shall hand over to the Lessor control of all immovable assets free of any liabilities created by the Lessee.

18.2 That without prejudice to anything stated above, the Lessor shall have the right to terminate this agreement when the Lessor has issued 30 days notice upon the default by the Lessee to pay rent on time and that the 60 days have lapsed without the Lessee paying the required rent.

18.3 If the Lessee contravenes the terms of this lease agreement, he will be liable to compensate the Lessor equally if the Lessor contravenes the terms of this lease agreement, he will be liable to compensate the Lessee.

#### Clause 19. ASSIGNMENT OF THE LEASE

19.1 Should the Lessee wish to transfer ownership of its company to another investor, the Directors of the Lessee will seek the consent of the Lessor through a written notice of not less than 30 days. Upon assignment therefore, the third party (a new company) will have to observe the terms and conditions of this lease agreement.

#### Clause 20. NOTICES

20.1 Any notice, declaration or other communication required or authorized to be given by one party under this lease agreement to the other party shall be in writing and shall either be personally delivered or dispatched by courier and properly signed for by using addresses contemplated in this lease agreement.



## **Clause 21. SEVERABILITY**

21.1 If any provision of this lease agreement is held to be unenforceable under applicable law, then such provision shall be excluded from this agreement and the balance of this agreement shall be interpreted as if such provision were so excluded and each provision of this agreement shall continue to be enforceable in accordance with its terms.

## **Clause 22. HEADINGS**

22.1 The headings of clauses herein are provided for convenience of reference only and shall in no way affect the meaning of this agreement. References herein to "Clauses" are the Clauses of this agreement unless explicitly states otherwise.

## **Clause 23. DOCUMENTS TO FORM PART OF THIS LEASE AGREEMENT**

The following documents shall form part of this Lease Agreement and shall have a full effect to the extent that, without them being annexed to this lease agreement shall be said to be incompetent: -

- 24.1 Minutes of the General Meeting relating to the execution of this lease agreement of the Lessor duly signed and sealed;
- 24.2 Minutes of the Board of Directors relating to the execution of this lease agreement of the Lessor duly signed and sealed;
- 24.3 All relevant Water Rights permits;
- 24.4 The Development Plan which is a Written Plan to be prepared by the Lessee and to be approved by the Lessor of which it provides for the means, methods and resources to be employed by the Lessee in developing the demised property in a manner which optimizes production;
- 24.5 A Certificate of Incorporation of the Lessee;
- 24.6 Certificate of Registration of the Lessor;
- 24.7 Certified Copies of Certificate of Occupancy by the Lessor;
- 24.8 A Sketch Map of the demised property.



**Clause 24. EXECUTION**

24.1 This Agreement may be executed in two counterparts each of which shall be deemed as original but both of which constitute one and the same instrument.

IN WITNESS HEREOF, the Parties hereto have executed this Lease Agreement on the date and year first herein above written in the following manner:-

SEALED with COMMON SEAL of  
KOBOKO RURAL CO-OPERATIVE  
SOCIETY at Kilimanjaro

in our presence this 01<sup>st</sup> day of  
OCTOBER, 2021



Name: SAMSON AUGUSTINO MASERI

Signature: [Handwritten Signature]

Postal Address: P.O Box 110 Sakya

Designation: MWENKUTI WA BODI

Name: BALTAZI JOHN NIMBE

Signature: [Handwritten Signature]

Postal Address: P. BOX 110 SIMA

Designation: MJUMBE WA BODI

Name: ELISANTE ELISAMU MIRE

[Handwritten Signature]  
[Handwritten Initials]

[Handwritten Signature]

[Handwritten Initials]

[Handwritten Signature]

Signature: [Signature]

Postal Address: P.O. BOX 110 S/THU

Designation: MUJIBBE WA BOSI

Name: ALETALUNA ABALL DINARI

Signature: [Signature]

Postal Address: P.O. BOX 110 S/THU

Designation: MUJIBBE WA BOSI

Name: ELIADON ABEL MASEDI

Signature: [Signature]

Postal Address: P.O. BOX 110 S/THU

Designation: MUJIBBE WA BOSI

Name: FRANISCA CHRISTINA SIALINGI

Signature: [Signature]

Postal Address: BOX 110 S/THU

Designation: MUJIBBE WA BOSI

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Postal Address: \_\_\_\_\_  
Designation: \_\_\_\_\_

Name: JOHN ISAAC MAMARI  
Signature: \_\_\_\_\_  
Postal Address: 110 SANGA JIWA SITA  
Designation: KATI BU/MEMAJA

**BEFORE ME:**

Name: GABRIEL WANZATA FAYE  
Designation: Commissioner for Oaths / NOTARY PUBLIC  
Postal Address: P.O. Box 129 SITA  
Signature: \_\_\_\_\_



*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

SEALED with COMMON SEAL of  
MACIARO LIMITED at Kilimanjaro  
In our presence this 01 day of  
OCTOBER, 2021.



Name: JAMES RUSSELL  
Signature: [Handwritten Signature]  
Postal Address: P.O. Box 282, MOSHI  
Designation: MANAGING DIRECTOR

Name: ADRIAN SAMBO  
Signature: [Handwritten Signature]  
Postal Address: P.O. Box 222, MOSHI  
Designation: COMPANY SECRETARY

**BEFORE ME:**

Name: ENGELBERTA BONAFINE  
Designation: ADVOCATE  
Postal Address: P.O. Box 116, MOSHI  
Signature: [Handwritten Signature]



[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

**JAMHURI YA MUUNGANO WA TANZANIA**  
**OFISI YA RAIS**  
**TAWALA ZA MIKOA NA SERIKALI ZA MITAA**

**MIKOA WA KILIMANJARO**  
Araisali ya Simu-REGCOM/KILIMANJARO  
Simu Na. Hizi: 027-2753248, 027-2753249  
Barua Pepe :



**OFISI YA MKAU WA MKOA**  
S.L.P. 3070,  
**MOSHI.**

Nakiliwa Na: 027-2753248

Uraiaji wa Tanzania

**Kumb. Na. BD.54/247/AC/38**


**30 Oktoba, 2021**

**Mwenyekiti na Wajumbe wa Bodi,**  
**Koboko AMCOS,**  
**S.L.P 110,**  
**SANYA JUU- SIHA.**

**YAH: KIBALI CHA KUSAINI MKATABA WA UPANGISHAJI SHAMBA**  
**LA PYRITA BAINA YA KOBOKO RURAL COOPERATIVE SOCIETY LTD**  
**NA KAMPUNI YA MACJARO LTD**

Tafadhili husika na somo tajwa hapo juu.

2. Rejua barua yako iliyokuwa na Kumb. Na. KLR/222/USH/2021/7 ya tarehe 16/07/2021 kuhusu kuomba kibali cha kusaini Mkatoba wa Upangishaji.
3. Napenda kukujulisha kuwa baada ya kupita na kujiridhisha na nyaraka za maombi na maboresho yaliyoelekezwa na Ofisi ya Mraja wa Vyama vya Ushirika katika barua ya Kumb. Na.LA.69/186/01/57 ya tarehe 29/09/2021 kufanyika baina ya pande za Mkatoba na maoni ya Mwanasheria wa Ofisi ya Mkuu wa Mkoa, idhini imetolewa kusaini Mkatoba wa Upangishaji Shamba la Pyrita- Shamba No. 316/4 Title No. 11331 baina ya Koboko RCS Ltd na Kampuni ya MACJARO Ltd.
4. Aidha, unatakiwa kutoa taarifa za utekelezaji wa Mkatoba husika kama ilivyoainishwa kwenye Mkatoba.
5. Nawatakiwa utekelezaji mwema wa jambo hili.

  
Jacqueline Senzighe  
Mraja Msaidizi Vyama vya Ushirika  
Mkoa wa Kilimanjaro

**Nakala:**

Mraja wa Vyama vya Ushirika  
S.L.P 201,  
Dodoma.

Katibu Tawala Mkoa,  
S.L.P 3070,  
MOSHI.

**MUHTASARI WA MKUTANO MKUU MAALUM WA WANACHAMA KOBUKO RCS  
LTD LEO TAREHE 13/07/2021**

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Mahodhurio ya wanachama yamianzishwa kwa ajili ya, Wanachama waliokuwepo ni 130.

**BODI YA CHAMA**

- |                                   |       |
|-----------------------------------|-------|
| 1. SAMSON A. MASERI – MWENYEKTI   | _____ |
| 2. BALTAZARI J. MMARI – MAKAMU    | _____ |
| 3. JOHN I. MMARI – KATIBU         | _____ |
| 4. ELISANTE E. MOSI – MJUMBE      | _____ |
| 5. FRANSISCA C. MMARI – MJUMBE    | _____ |
| 6. ALETADIWA A. MMARI – MJUMBE    | _____ |
| 7. ELIAKIMI A. MASERI – MJUMBE    | _____ |
| 8. WILFRED P. MASERI – MWAKILISHI | _____ |

**WAGENI**

- |  |       |
|--|-------|
| 1. HERRY MINJA – AFISA USHIRIKA                  | _____ |
| 2. GABRIEL SASI – MWANASHERIA                    | _____ |
| 3. TAWIDA KALATO – DWANI VITI MAALUM NASAI       | _____ |
| 4. HAPPY MASAWI – MTENDAJI KATA NASAI            | _____ |
| 5. JOHN NDIMBO – AFISA MTENDAJI KOBUKO KASKAZINI | _____ |

**AGENDA YA I: KUFUNGUA**

Mwenyekiti alianza kwa kuwakaribisha Wanachama pamoja na Wageni na kuwaeleza Wanachama na Wageni wawakua kuwa Mkutano huu ni mndani waajndi agenda moja tu ambayo ni kupitisha Mkataba wa uwekezaji Shamba Pyrita. Hata hivyo alitoa nafasi ya utambuzi na baada ya utambuzi alifungua mkutano unamu saa 4:45 asubuhi.

**AGENDA YA II: KUPITISHA MKATABA WA UWEKEZAJI SHAMBA PYRITA**

Mwenyekiti alifahamisha wanachama na wageni kuwa kama alivyokuwepo kuwaeleza wakati wa ufunguaji kwa Mkutano huu utajadili agenda moja tu ambayo ni hii ya Wanachama kupitisha Mkataba wa uwekezaji wa Shamba letu la Pyrita. Kwa ajili hii alifahamisha Wanachama kuwa watakuwa tuong'iza katika agenda hii ni Mwanasheria pamoja na Afisa Ushirika. Baada ya kuisema kwa ufupi alingia nafasi Mwanasheria ili kupitisha kweryo kweryo Railua ya Mkataba.

Mwonyekiti alitua nafasi kwa Wanachama kauliza mawali:

- Mwanachama mmoja aliliza kwamba alidita kuwa Mwekezaji atawekera eneo la chini ya barabara na upande wa juu alisema ni shamba darasa kwa wanachama ukauliza ubora leo anadika Mwekezaji unosehesha shamba lote?

Jibu: Alijibuwa kuwa mwekezaji alichosema upande wa juu ya barabara atafanya shamba darasa kwa ajili ya kuwatunziha wanachama juu ya kuoteshu zao la Macadamia ili nao wakaotesho kwenye mashamba yaa na atawatafutia sofa.

Mwanachama mwingine alionka Mwekezaji anadika kulianzani barabara inayopikana na shamba.

Jibu: Mwekezaji alionka alisema kuwa barabara hii ipo kwenye mpango wa Halmashauri ili akoonga mlomo ombi alilo ombwa Mwekezaji.

Mwanachama mwingine aluliza kuwa niini na asalama tea Mwekezaji endapo utazoka ulalifu, je! Chama kitawajihika?

Jibu: Mwanachama alijibu kuwa Chama na Mwekezaji wataidhikiana kuchukua hatua stabili.

Mwishe wanachama wengi walipongera huu Mtataba na kuona kuwa unoringatiti vipengele vyote muhimu. Baada ya mawali ya Wanachama na kujitwa Mwonyekiti alitua nafasi Alisa Ushirika ili zongozwe kuwa la kupiga kora kwa ajili ya kupitisha rasimu ya Mtataba huu.

Alisa Ushirika aliwapongera wanachama kutoka Amree Ltd kwa kutua ili waliyofitia, alieleza kuwa Chama kilikuwa katika hali mbaya lakini kupitia mwekezaji huu Chama kitakuwa katika hali nzuri.

Mwishe aliwaotera Wanachama kuwa jambo la mwisho katika kupitisha Mtataba huu ni kupiga kora.

- Wanachama waliopiga kora ni 130
- Matokeo baada ya kupiga kora 130

Hivyo Aisa Ushirika alitangaza kuwa hakuna Mwanachama alicyepingia na kutangaza kuwa Kitabu umepitishwa kwa kishinda.

#### **AGENDA YA II: KUFUNGA**

Kata ya kufunga Mwenyekiti alitoa nafasi kwa Yongozi wa Serikali kama ifuatavyo:-

Mheshimitwa Diwani Kata ya Namoi:-

- Alitoa pongezi kwa Chama kuwekwa na tukuzi kuwa Chama kinotumia ajira la Waziri Mkuu kwamba mashamba yawekewe.
- Alitazua kwa tawe na ushirikiano na Mwekazi ili mipote chuta.
- Mwisho alikumbusha Wanaachama kutuhitaji tahadhari kwa ugonjwa wa COVID 19.

Aisa Mtendaji Kata alipangaza Chama chetu kuwa kwa kupitia (wekazi) huu Chama kitalita maendeleo kwenye Kata yetu.

Aisa Mtendaji Kiji alitukuru Chama kutika huku hiyo aliaji Wanaachama kutua ushirikiano kwa Mwekazi.

Mwisho Mwenyekiti aliwashukuru Wanaachama pamoja na wageni kwa jinsi ambavyo walifanikisha hata kutika mwisho mwema. Alitoa nafasi ya sula na alifunga mkutano mwema saa 9:30 Alawi.

  
SAMSON A. MASERI  
MWENYEKTI

  
JOHN I. SIMARI  
KATIBU

**MAHUDHURIO YA WANACHAMA MKUTANO MKUU MAALUM KOBOKO  
AMCOS LEO TAREHE 13/7/2021**

INA	REG. NO	NAMBA YA SIMU	SAINI
1 SAMUEL A. MASERI	109	076509607	John
2 BALAZARI J. MMARI	104	073287317	John
3 JOHN T. MMARI	128	075504138	John
4 JOSEPHINE H. MARI	11	0754679678	Josephine
5 MARY LAZARO MMARI	111	0762125751	Mary
6 BERTH G. MASERI	12	0769284950	Berth
7 WILLIAM URANGE	11		William
8 ABRAHAM SIKALUN MARI	110		Abraham
9 ALBERT T. MMARI	01	0671275648	Albert
10 LIGAN E. MMARI	81	0713976369	Ligan
11 MARTA T. MMARI	131	0	Marta
12 ANNEWICE E. MMARI	22	0757161032	Annewice
13 DEBORA V. MARI	117		Debora
14 DIANA G. MMARI	95	0755941537	Diana
15 KANWANGA E. MARI	115	0714026804	Kanwanga
16 HILDA R. MMARI	15	0753627948	Hilda
17 WILLIAM J. MARI	103	0762827014	William
18 CHRISTOPHER S. MMARI	74	0672158822	Christopher
19 JACKSON J. MARI	48		Jackson
20 BASANTE B. MMARI	84	0744623589	Basante
21 WAMADORA D. MMARI	6	0755942052	Wamadora
22 CHRISTOPHER J. MMARI	29	0	Christopher
23 GODFREY W. MMARI	20	0757591177	Godfrey
24 LAZARO S. MMARI	1	0757543572	Lazaro
25 LUCA D. MMARI	24	0762504461	Luca
26 EMANUEL L. MALAU	59	0766253870	Emanuel
27 ALFRED S. MARI	151	0757257783	Alfred
28 FRED S. MARI	152	0624815760	Fred
29 EUNKIRA A. MASERI	16	0652582175	Eunkira
30 EUAKIMU A. MASERI	31	0759773038	Euakimu
31 EUMENES W. MARI	23	0756713961	Eumenes
32 SHAMUNWA J. MARI	132	0674464701	Shamunwa
33 EUSANTE L. MARI	55	0755423555	Eusante
34 OSCAR F. MMARI	63	0755407042	Oscar
35 MARUA J. MARI	61	0767276277	Marua
36 EUSANTE E. MARI	122	0754654691	Eusante
37 FLORA B. MARI	89	0	Flora
38 ANIMIDIWE H. MASERI	25	0762977704	Animidiwe

81	GABRIEL L. MIMARI	76	07581401532111	Q.116
82	STANLEY F. MIMARI	44	0755403642	10/11/11
83	ELIABU - P. MIMARI	71	0764223031	11/11/11
84	SALOME - B. MIMARI	134	D	Salome
85	ALLAN A. MIMARI	32	0758757537	11/11/11
86	ANAKEL A. MIMARI	19	0754420269	11/11/11
87	GABRIEL J. MIMARI	43	0752628644	11/11/11
88	HERIEL A. MIMARI	46	0714332712	11/11/11
89	HAPPY - A. MIMARI	121	0758498888	11/11/11
90	ELIASARIA R. MIMARI	136	0758720565	11/11/11
91	BARAKAEL B. MIMARI	105	0756232222	11/11/11
92	DNESMO J. MIMARI	47	075620027	11/11/11
93	ELISARIA W. MIMARI	51	0755066422	11/11/11
94	STEPA J. MIMARI	136	0658778853	11/11/11
95	EUNILE F. MIMARI	9	0753129890	11/11/11
96	WILFRED P. MIMARI	138	0754281539	11/11/11
97	VERONICA J. MIMARI	12	0766654082	11/11/11
98	ANADE A. MIMARI	99		11/11/11
99	REUBEN P. MIMARI	87		11/11/11
100	PAUL J. MIMARI	18	0782550873	11/11/11
101	CHRISTOPHER J. MIMARI	109	0763823644	11/11/11
102	DASTAN W. MIMARI	71	0766260110	11/11/11
103	MOSES A. MIMARI	127	0671547364	11/11/11
104	PLISANTE A. MIMARI	2	0746838256	11/11/11
105	JAMES MIMARI	33	0763712817	11/11/11
106	ISAAC K. MIMARI	56	0755223256	11/11/11
107	KANNASARIA B. MIMARI	55		11/11/11
108	ELIASARIA A. MIMARI	72	0756982142	11/11/11
109	SAMUEL L. MIMARI	3	0753962592	11/11/11
110	CHARLES P. MIMARI	4	0659630904	11/11/11
111	AMONI M. MIMARI	124	0672326195	11/11/11
112	LAREAU R. MIMARI	77	0752031562	11/11/11
113	JEREMIAH J. MIMARI	75	0757780439	11/11/11
114	ELINE J. MIMARI	119	0752686425	11/11/11
115	EUGENI G. MIMARI	99	0767158530	11/11/11
116	GRACE G. MIMARI	107		11/11/11
117	JUDICA J. MIMARI	38	0767383219	11/11/11
118	ENOC P. MIMARI	5		11/11/11
119	EMANUEL F.	75		11/11/11
120	DAVID L. MIMARI	9		11/11/11
121	GILBERTO MIMARI	13		11/11/11
122	FRANCISCA MIMARI	7	0754600111	11/11/11

123	JANUZE GILBERT	96	07590010311	Paul
124	ESUA I. NIMVARI	58		John
125	WOMI MASAKA	102		Chris
126	JANE ANUEL	135	0753312004	John
127	JANUZE M. NIMVARI	113	07533135000	Min
128	DARIEL S. NIMVARI	97	0756002004	Chris
129	JANE WILSON NIMVARI	155	0767002004	John
130	ANNELO GILBERT	75		John
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## NUHTASARI WA KIKAO CHA DODI KOOHKO RCS LEO TARIIHIE 0/6/2021

### **MAHODIURI**

1. SAMSON A. MASERI - MWENYENKTI
2. BALTHAZAR J. MSHAI - MARAMU
3. JOHN L. MSHAI - KATHU
4. ELISANTIE E. MOSI - MUMBE
5. FRANCISCA C. MSHAI - MUMBE
6. ALETALWA A. MSHAI - MUMBE
7. ELIAKIMI A. MASERI - MUMBE
8. WILFRED P. MASERI - MWAKILISHI



### **WAGANI**

1. HEBRY MENJA - AFISA USHUKU
2. GABRIEL SARI - MWANASHIRI
3. JAMES POWEL - MWEKEZAJI



### **AGENDA**

1. KUPINGUA
2. KUPITIA MKATABA WA UWEKEZAJI SHAMBA LA PYRITA
3. KUPUNGA

#### **AGENDA YA I. KUPINGUA**

Mwenyekiti alivutabiriha wakumbi na wageni na kutabiriha shauri la kwanza hiki ni kupitia kumoni ya Muzaka iliyoandaliwa na Mwanashirika ili kuotta yaliwoto na kuaridha na kuipitisha. Alitose nafasi ya sala na wewebe alifunga kikao amonyo wa 8:25 asubuhi.

#### **AGENDA YA II. KUPITIA MKATABA WA UWEKEZAJI SHAMBA LA PYRITA.**

Mwenyekiti alitoa majali Mwanashirika kusoma ripoti ya kumoni kwanza na kutabiri Mwanashirika alianza kusoma kama Mshirika huu ni kati ya Kibanda Rural Cooperative Society Ltd na Mchiro Ltd. Mwanashirika alitua kusoma kwenye kumoni kwanza na kutabiri Mshirika wote ambao walikuwa 22.



mwisho wa siku kifanana. Alisa Usirikia alitobana kwa mkikato aliyowinda viziwi hadi jinaiki zote hufika; amamwambia Mwenyekiti akamwambia yote yaliyopitishwa ili yajieleke Mkatano Mwa vya Chuo.

### **AGENDA YA HU KUFUNGA**

Mwenyekiti alitokura hadi kwa uchango wa hadi kuhika hata ya kuhitajika na kwekazi pia alivandikura Mwanachama kwa jina aliyotungaza kutooa Mkatano huu hadi pande zote zikababiana. Mwisho alitobana Alisa Usirikia ambaye amesikia kwanza mchikato wa wakipita rasmi ya Mkatano Mwisho Mwenyekiti aliyowinda Mwanachama akamwambia tani kutungika na yote tavyo kubaliana ili kujapotea kwa vana hama. Mwisho alito maza ya sala na alilinga kikao wakati wa hii mchikato.

12

  
SAMSON A. MASERU  
MWEENYEKITI

  
JOHN J. MUSHI  
KATHU

**MWITASARI WA KIKAO CHA KUJADILI MIKATAHA WA PANGO LA SHAMBA LA PYRITA KATI YA KOHOKO HCS LTD NA MACIARO LTD LEO TARICHI 9/8/2024**

**A. MAHUUDHUDDO - BODI YA CHAMA**

1. SAMSON A. MASEKI - MWENYETITI
2. RAUFAYAZALI UMARI - MAFAMU
3. JOHN I. UMARI - KATIHI
4. ELIJAHU A. MASEKI - NIUMBE
5. FRANCISCA C. UMARI - NIUMBE
6. ELISANTIE MUSA - NIUMBE
7. AJETAULWA A. UMARI
8. WILFRED P. MASEKI

**B. HONGOZI MBOA**

1. JACQUELINE A. SUNDIGIE - MWANISI MSAUNDU (M)
2. LEONARD WAMALA - MWANASHIRIKA (M)
3. JAMES POWELL - MWERIZAMI

**C. WASHOHUJIBIHA**

1. HERBY MINDA - AFISA USHIRIKA (W) SIHA - KWA TAARIFA

**AGENDA**

1. KUFUNGA KIKAO
2. KUJADILI MIKATAHA WA PANGO LA SHAMBA PYRITA
3. KUFUNGA KIKAO

**AGENDA YA KUFUNGA KIKAO**

Mchambuzi Mzee Maudin alivafanbisha Wajumbe wa Bodi tuka Kohoko Hcs Ltd pindi na Mwekezaji wa kwanza kuya shirika la kikaoni tuka ni hujabiti Mkatata wa Pango la Shamba Pyrita ngazi ya Mboa

Hata huyu Mzee Maudin anavyo kua kikaoni hata huyu Mwekezaji alikuwa nafasi ya kila ngazi ya kujaduhudia na mawazo iliitangula kikaoni mwenye wao TCF walikuwa



- Mwekezaji atakamitisha kilewa himele Shamba hiki hira viki 250 lakini zinaendelea kufika na viki 100 Mwekezaji akisema endapo shamba zote la katiwa na Micaadima jamboji kibidhaaki atapata kilewa Hika huyo Mwekezaji alidhara tura kwa sika. Wanaschama wana kuhandua ya katiwa na unyerocha kyeze jambo kyeze katiwisha miche ya katiwa imilingana na makitaji atakayohua unapata Chumani hika hoya ya Muzungu Mkeni wa mwele wa kumagana mawachama ni kumaga mwele unama la katiwisha katiwa. Mwelele Mraji Mwelele alidhara kilewa ni Mwekezaji azalisha mawachama Chumani wa hiki weline makitaji ya Mwelele kwa mwele unama unoye wamaunayi Mwekezaji azalisha katiwisha na makitaji.

**AZIMIO** hizi ya Kofufo Amos hira makimwele Mwelele wa Katiwa kili unawala katiwa Mwelele na katiwisha kwa Mwekezaji

**4. Gharama za kumua Mkatiba**

Mraji Mcaidhi alidhara kilewa hira gharama unawachama Chumani Mwelele unawacha hika unande atalija gharama mwele hira mwele alidhara kilewa kwa viki hamaunikiwa ni kisi gani makitaji punde zote unama ni Chumani na Mwekezaji wamaunayi kabi ya kisi gani makitaji

**AZIMIO** Gharama za unawachaji wa Mkatiba unawachama na punde zote

**5. KUHAMISHWA KWA MKATIBA WA UPANGISHAJI**

Mraji Mcaidhi jamboji na Mwekezaji wamaunayi kilewa unama unawachama hira viki 10 wa kisi gani katiwa katiwisha Mkatiba wa upangishaji unawachama kwa katiwa jamboji hira unama unawachama na Mwekezaji Mwelele unawachama kilewa viki 21 hira unawachama Mwekezaji unawachama kilewa viki 10 na katiwisha kilewa unawachama viki 10 Mwekezaji unawachama na hira hira

**AGENDA YA III: KUEUNGA KIKAO**

Mwekezaji wa kikao unawachama Mwelele wa punde zote hira unawachama unawachama katiwa kikao hiki. Alidhara kilewa unawachama hira viki 10 wa Chumani unawachama katiwisha unama unawachama kilewa unawachama kilewa na unama hira viki 10 wa Chumani unawachama na punde hira hira kilewa unawachama unawachama hira hira Mwelele.

MWITUNGU WA KATIWA KATIWA WA KATIWA WA KATIWA

**IMETUHIJISWA**

**JACQUELINE A. SONZIGHE  
MWENYEKITI**

**JOHN L. MARI  
KATIWA WA KATIWA**

**TARIEH  
9/8/2021**

1

100

**MAHUDHURIO YA KIKAO CHA KUJADILI MKATABA WA PANGO LA  
SHAMBA LA PYRITA KATI YA KOBOKO RC NA  
MACJARO LTD - TAREHE 09/08/2021**

NA.	JINA	CHEO	UNAPOTOKA	SAINI
1	James Mwangi	MICHAEL	MACTOP	[Signature]
2	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
3	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
4	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
5	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
6	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
7	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
8	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
9	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
10	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
11	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
12	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
13	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
14	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
15	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
16	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
17	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
18	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
19	[Faint name]	[Faint title]	[Faint company]	[Faint signature]
20	[Faint name]	[Faint title]	[Faint company]	[Faint signature]

## MAHITAJI YA MICHE YA KAHAWA KWA AJILI YA WANACHAMA

IDADI YA WANACHAMA KWA SASA NI 160

Timatarajiwa Wanachama kutuungezeka kuwa 300 wakati ya wakati matiti.

Hreyo kwa mwaka 2022

- Timatarajiwa Wanachama 10 wataiditaji Michie
- Wataji wa cha 10 Mwanachama ni Cha 1
- Idadi ya Michie kwa cha 1 ni Michie 400
- Hi Siamba ililochanganywa na Migomba
- Kwahyo  $10 \times 1 \times 400 = 10,400$  Michie

Mwaka 2023

Itakuwa  $10 \times 1 \times 400 = 10,400$  Michie

Mwaka 2024 timatarajiwa kuungezeka Wanachama 140 kwa wastani wa cha 10 Mwanachama

Kwahyo  $140 \times 1 \times 400 = 67,200$

- Mwaka 2022 Michie 10,400
- Mwaka 2023 Michie 10,400
- Mwaka 2024 Michie 67,200

$143,000 \times 2kgs = 286,000kgs$

Imezamkabiwa na:

Desa ya Chama Robertio Ameyo Ltd

TANGANYIKA

*The Land Registration Ordinance (Cap. 114 of the Laws)*



RIGHT OF OCCUPANTS

**CERTIFICATE OF TITLE TO HOUSEHOLD LAND**

Certified true copy of

that is to say the title document Certificate of Occupancy dated

December, 1956

fourteenth

day of

1956

is registered in the Land Registry under Title No. 11551

Copies of the original entries in the register will be

Dated the Eleventh

day of May, 2005 1956

Agst. Archie N. Juma

Title No. 11551

Description of registered land

ALL THAT piece or parcel of land situate at Sangha in the District of  
Moshi under Farm No. 316/4 and containing Two hundred and forty-three  
(243) acres as delineated on Survey Division Plan No. 85/40/1/1107  
coloured purple and therein edged in red.

ENTRIES IN THE REGISTER  
TITLE NO. 11331

No. \_\_\_\_\_ Registered 18-12-96 at 3-P. in  
 Title ELIMOHOTO CO-OPERATIVE SOCIETY LIMITED  
PL. P.O. Box 1636, SANYA JULU.  
 registered as owner.

  
 \_\_\_\_\_  
 Asst. Registrar of Titles

No. \_\_\_\_\_ Registered \_\_\_\_\_ at \_\_\_\_\_ in  
 Title \_\_\_\_\_

\_\_\_\_\_  
 Asst. Registrar of Titles

~~LAND KINIRY, MOHAI~~  
~~CAVILI~~  
 No. 11498 Registered 25-1-99 at 120183  
M/S KEBOKO RURAL CO-OPERATIVE  
SOCIETY LIMITED P.O. BOX 110  
SANYA JULU.

   
 \_\_\_\_\_  
 Asst. Registrar of Titles

No. \_\_\_\_\_ Registered \_\_\_\_\_ at \_\_\_\_\_ in  
 Title \_\_\_\_\_

\_\_\_\_\_  
 Asst. Registrar of Titles

~~UNIVERSITY~~  
~~OF~~  
~~WESTERN~~  
~~AFRICA~~  
 No. 18104 Registered 16-5-2005 at 10000  
M/S KEBOKO RURAL CO-OPERATIVE  
SOCIETY LIMITED P.O. BOX  
110, SANYA JULU.

  
 \_\_\_\_\_  
 Asst. Registrar of Titles

No. \_\_\_\_\_ Registered \_\_\_\_\_ at \_\_\_\_\_ in  
 Title \_\_\_\_\_

\_\_\_\_\_  
 Asst. Registrar of Titles

No. \_\_\_\_\_ Registered \_\_\_\_\_ at \_\_\_\_\_ in  
 Title \_\_\_\_\_

\_\_\_\_\_  
 Asst. Registrar of Titles

No. \_\_\_\_\_ Registered \_\_\_\_\_ at \_\_\_\_\_ in  
 Title \_\_\_\_\_

\_\_\_\_\_  
 Asst. Registrar of Titles



4. The Occupier shall not at any time alienate the said land or assign or sublet or otherwise dispose of it or any portion thereof without the authority of the Governor. The occupation or use of the land or any part thereof by any person shall be deemed to be a subletting for the purposes of this condition.

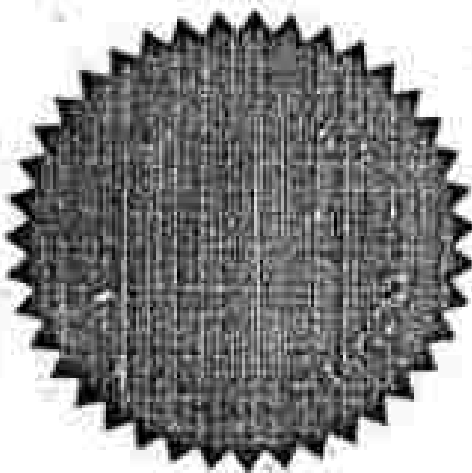
5. The said Right of Occupancy shall confer no water rights.

6. Failure to comply with any of the terms or conditions herein contained shall be deemed to constitute good cause for revocation of the said Right of Occupancy.

THE SCHEDULE CONTAINING THE DETAILS OF:

ALL THAT piece or parcel of land situate at Daga in the District of Koshi being Para No. 315/4 and containing Two hundred and forty-three (243) aunes as delineated on Survey Division Plan No. 33 50/17/2 annexed hereto and thereon edged as per:

GIVEN under my hand and seal and by Order of the Governor the day and year first above written.



*[Handwritten signature]*  
LALU PUNJARI

I, the within-named CHIEF, JUVENILE WORKS, accept the terms and conditions contained in the said lease.

*[Handwritten signature]*  
Date 11-5-2008

*[Handwritten signature]*  
The Chief

**CHANGE OF NAME**

No 55057  
TO THE NATIONAL BANK OF  
CAMEROON

HTBANK FD 50055  
ON 14-11-89 AT 12:00 PM

*[Signature]*  
14-11-89

UNITED BANK OF  
CAMEROON

14-11-5-2005

HTBANK FD 50055  
HTBANK FD 50055  
14-11-5-2005

*[Signature]*  
14-11-5-2005

**TRANSFER**

No 55057

TO KIBANGATA CO-OPERATIVE  
SOCIETY LIMITED OF P.O. BOX  
1036 BANGA, TANZANIA  
AMOUNT SHS 2,20,000/-

*[Signature]*  
14-11-5-2005

**MEMORANDUM**

THE ORIGINAL CERTIFICATE OF TITLE HAS BEEN  
FILED AT THE LAND OFFICE OF MUKURUMBI  
BY *[Signature]*  
14-11-5-2005

LAND OFFICE, MUKURUMBI

File No. 11498

DATE OF REGISTRATION 23-01-99  
BY RICHARD  
KIBANGATA CO-OPERATIVE SOCIETY  
LIMITED, BANGA, TANZANIA

**ENDORSEMENT  
CANCELLED**

LAND OFFICE, MUKURUMBI  
**CAVEAT**

File No. 11498  
DATE OF REGISTRATION 23-01-99  
BY RICHARD  
KIBANGATA CO-OPERATIVE  
SOCIETY LIMITED OF P.O. BOX  
1036 BANGA, TANZANIA

*[Signature]*

Certificate of Occupancy

SIGNED and DELIVERED by  
the said COIL JOEY  
ROBSON who is known  
to be personally

*[Handwritten signature]*

.....  
the ~~same~~ *[Handwritten]* in my  
presence this *3rd*  
day of *October*  
1966.

(Witness  
Signature) *[Handwritten signature]*  
E. S. WILLIAMS  
(Printed Address) *[Handwritten address]*



(Qualification) *[Handwritten qualification]*

~~INCIDENT OF SURRENDERING BY  
FIRST INCARCERATION~~  
To *[Handwritten bank name]*  
in *[Handwritten date]*  
at *[Handwritten location]*  
*[Handwritten signature]*  
and Receiver of Title





~~NOTICE OF DEPOSIT~~  
BY THE NATIONAL BANK OF  
*[Handwritten bank name]*  
Withdrawn *[Handwritten amount]*  
on *[Handwritten date]*  
*[Handwritten signature]*

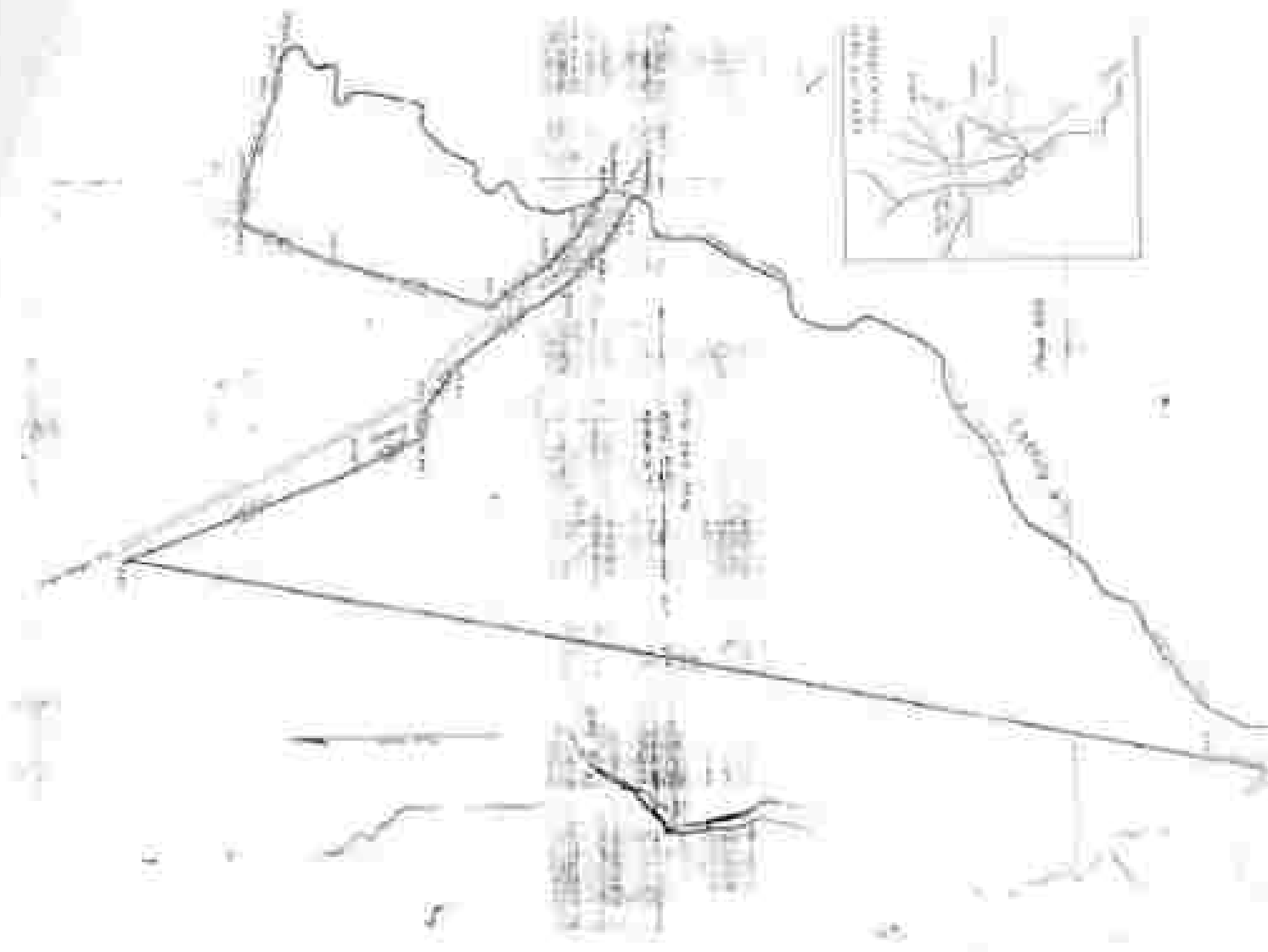
**TRANSFER**  
No. *[Handwritten number]*  
To *[Handwritten company name]*  
*[Handwritten address]*  
*[Handwritten signature]*  
and Receiver of Title

~~NOTICE OF DEPOSIT~~  
BY *[Handwritten bank name]*  
Withdrawn *[Handwritten amount]*  
on *[Handwritten date]*  
*[Handwritten signature]*

*[Handwritten notes and signatures]*

ENTRIES IN THE REGISTER  
TITLE NO. 11331

<p>No. _____ Registered <u>18-12-56</u> at <u>3 P.m</u>          To <u>KIBOGOTO CO-OPERATIVE SOCIETY LIMITED</u>  <u>of P.O. Box 1636, SANYA JUU.</u>          registered as <u>ASSET.</u></p> <p>          _____          Asst. Registrar of Titles</p>	<p>No. _____ Registered _____ at _____          To _____</p> <p>_____</p> <p>Asst. Registrar of Titles</p>
<p>LAND REGISTRY, MOSHU          CAVALI</p> <p>No. <u>11422</u> Registered <u>25-1-55</u> at <u>12.00 PM</u>          To <u>M/S KIBOKO RURAL CO-OPERATIVE</u>  <u>SOCIETY LIMITED of P.O. Box 110,</u>  <u>SANYA JUU.</u></p> <p>           _____          Asst. Registrar of Titles</p>	<p>No. _____ Registered _____ at _____          To _____</p> <p>_____</p> <p>Asst. Registrar of Titles</p>
<p>LAND REGISTRY, MOSHU          CHANGE OF REGISTRATION          (SEE #1)</p> <p>No. <u>18104</u> Registered <u>16-5-2005</u> at <u>10.00 AM</u>          To <u>M/S KIBOKO RURAL CO-OPERATIVE</u>  <u>SOCIETY LIMITED of P.O. Box</u>  <u>110, SANYA JUU.</u></p> <p>          _____          Asst. Registrar of Titles</p>	<p>No. _____ Registered _____ at _____          To _____</p> <p>_____</p> <p>Asst. Registrar of Titles</p>
<p>No. _____ Registered _____ at _____          To _____</p>	<p>No. _____ Registered _____ at _____          To _____</p>

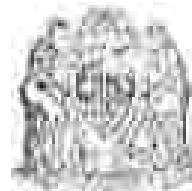


(18)

(19)

1964-65 Bina No. 2

JAMHURU YA MUUNGANO WA TANZANIA



# HATI YA KUANDIKISHIWA

No. \_\_\_\_\_

Mimi \_\_\_\_\_

amchililisha kama Cmma cha Ukirika kotecho \_\_\_\_\_

\_\_\_\_\_

(AMT) (U) Mwanuzi (M)

hivi leo kwa majibu wa Sherehe ya Yama ya Ukirika No. 14 ya

1962 kundi la 70.

Hati hiyo inatambua kwa majibu ya Sherehe ya Yama ya Ukirika No. 14 ya

1962 kundi la 70.

\_\_\_\_\_ 19 \_\_\_\_\_

Sherehe ya Yama ya Ukirika

# MACJARO LIMITED

P.O. Box 346

MOSHI – TANZANIA

THE CHAIRMAN OF THE BOARD  
KOBOKO AMCOS LTD,  
P.O. Box 110  
Sanya Jua,  
Siha, Kilimanjaro

20/12/2020

Dear Sir,

## RE: LEASE OF PYRITA FARM

This letter serves to request from the board of Koboko AMCOS Ltd the opportunity to lease Pyrita Farm in Siha District, Kilimanjaro

Macjaro Limited was incorporated in 2017 and the company business is the production of Coffee and Macadamia.

Our intention would be to grow macadamia on the majority of the farm and use part of the farm as a "shamba darasa" for the out-grower scheme which we intend to roll out in Siha district.

I request that this issue be brought up at the next board meeting and I am willing to come for interview should my request be recognized.

I look forward to hearing from

Yours Sincerely



James Powell

Managing Director,  
P.O. Box 346,  
Moshi, Tanzania  
Mob: 0786 562453



# MACJAROLIMITED

P.O. Box 436,  
MOSHI - TANZANIA

*Extro - from the minutes of the meetings of the Board of Directors of MACJARO LIMITED duly convened at which a proper Quorum was present, held on 03 June 2021 at the registered office of the company at Farm No 1294, Roo Village, Hai District, Kilimanjaro.*

## PRESENT

Guillaume Maillard - Chairman / Director.

James Powell - Managing Director.

## CONSTITUTION

Guillaume Maillard was in the Chair and declared the meeting to be duly convened and constituted for the conduct of business.

## RESOLUTIONS

- (1) The Directors of MACJARO LIMITED agreed that the Managing Director, Mr James Powell should proceed with negotiations with the Board of Kuboko Rural Cooperative Society to acquire the lease of Pyrita Farm, situated in the District of Siha, Kilimanjaro Region.

There being no further business the meeting terminated at 15.30pm.



Guillaume Maillard  
Chairman / Director



James Powell  
Managing Director



ETN 2539748



# TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION  
FOR

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

(ISSUED UNDER SECTION 21 OF THE TAX ADMINISTRATION ACT 2004)

**THIS IS TO CERTIFY THAT**

**MACJARO LIMITED**

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY  
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

**137-061-007**

WITH EFFECT FROM: 11 July 2018

FRA LOCATION: KILIMANJARO

TAX OFFICE: HAI

PHYSICAL LOCATION: PLOT No. 3711A

STREET / AREA: MBOSHO

OFFICIAL SEAL

ELIJAH M. MCHANGANYA

COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THE APPLICANT MUST RETAIN THIS CERTIFICATE IN HIS/HER RECORDS

TANZANIA



Certificate of Incorporation

Section 15

No 139482

I HEREBY CERTIFY THAT

**MACJARO LIMITED**

is this day incorporated under the Companies  
Act, 2002 and that the Company is Limited.

Given under my hand at Dar es salaam

this 21ST day of NOVEMBER

**TWO THOUSAND AND SEVENTEEN.**



*Princ. Asst. Registrar of Companies*

# Macjaro Limited



## Development Plan of PYRITA FARM

*This Development Plan has been compiled by JAMES POWELL (the "Project Promoter") and is provided solely for the consideration of the board members of KUBOKO AMCO LTD.*

## Summary

Coffee production is well known throughout the Kilimanjaro region and therefore there is little introduction but less so the Macadamia nut.

Although there are a few small projects scattered around Tanzania there is no Macadamia nut industry in Tanzania. In contrast, the two neighboring countries, Kenya and Malawi produce 15,000 tons and 7,000 tons respectively of nut in shell (NIS) per year. Kenya produces in the region of 10% of world production, 70% of which is produced by the small-scale sector.

If we are fortunate in securing the lease of Pyrita Farm we expect to establish a Macadamia plantation on Pyrita farm. Other cash crops including banana will also be considered during the expansion phase.

At full production the proposer expects the estate to produce in the region of 250 tons macadamia nuts (DIS) annually.

Additionally, using the estate as a commercial backbone, the company expects to initiate a small scale out-growers scheme for the cultivation of macadamia, which, in time, we believe could more than double the commercial production. The farm will be used as a "teaching farm" for holding educational courses in macadamia production.

At a later stage and in-line with the Government of Tanzania intention of industrializing Tanzania agriculture, processing units will be established to process all the products for export.

At full production the company expect to employ 80 full time employees. These are expected to be recruited from the surrounding villages.

## **TOTAL PLANTINGS:**

Estimated farm area:

Pyrita Farm: 200 acres gross (180 acres arable)

Total area is 200 acres and we expect that 20% will be taken up by roads, contours, water ways, conservation verges and buildings.

Total area remaining for production is approximately 160 acres.

We expect the final planted area will be 160 acres of Macadamia, however in the period leading towards maturity of the macadamia trees we expect to use the land by interplanting the macadamia with cash crops and these will include but not be limited to maize, green beans, tomatoes, sorghum and Rhodes grass for organic compost.

These areas are estimates, and true figures will be presented in annual reports.

## **Implementation plan:**

Below is the intended establishment schedule. Due to various reasons this might not be followed exactly.

### **Year 1 – 2021/2022**

Plant 60 acres macadamia

50 acres Banana

50 acres mixed cash crops and Rhodes grass.

Land preparation & environmental planning for 2023

Building reservoir, digging pipelines preparing blocks

Sorghum and Rhodes grass on any unsuitable or rocky areas

### **Year 2 – 2022/2023**

Plant 40 acres Macadamia

10 acres cash crops

Land clearing and block planning for 2024

### **Infrastructure Development**

The implementation program of the infrastructure development will depend on access to capital. However, the program will include:

Construction of 10,000m<sup>3</sup> lined reservoir

Electrical installation

1 x 150 KVA transformer

1 x 50 KVA transformer

2 x boreholes with reservoir and booster pump

200 acres irrigation system (Micro sprinkler) pressurized by 60hp pump

Refurbishment of Stores and Outbuildings.

### **Schedule of lease payments**

As indicated in lease agreement

### **Shareholding & Financials**

Directors of Macjaro Limited are James Powell and Guillaume Maillard and shareholding in Macjaro Limited is held by Pamoja Farms Ltd.

Funds raised through the sale of equity will be used to leverage grant funding from private, international and institutional investors. Through these methods we expect to raise sufficient capital for capital investments and annual cropping costs.

### **Corporate Social Responsibility**

The directors of Macjaro Limited are fully aware of our corporate responsibility.

In addition to a Royalty fee, the directors fully intend to participate in village development projects with particular emphasis on Education.

As investors we have the ability to attract Educational NGO's attention and request their teaching materials and assistance.

The world is moving fast. It is important that our children are not left behind.

## **Conclusion**

The cornerstone to the success of agriculture in Kilimanjaro is to provide a strong commercial backbone onto which small scale growers can become attached. A strong commercial investor can assure this.

It is our great hope that we are awarded this farm not simply for our own financial gain but to push the small-scale sector of Kilimanjaro forward in terms of production and financial benefit and to push the industrialization of agriculture in Kilimanjaro forward by offering jobs in downstream employment including packing factories, technical support, extension services etc.

Thank you

SEALED with COMMON SEAL of  
MACJARO LIMITED at Kilimanjaro  
in our presence this 01 day of  
OCTOBER, 2021.



Name: JAMES ROWELL  
Signature: [Signature]  
Postal Address: P.O. Box 282, MOSHI  
Designation: MANAGING DIRECTOR

Name: ADIL SADIQ  
Signature: [Signature]  
Postal Address: P.O. Box 827, MOSHI  
Designation: COMPANY SECRETARY

[Signature] 09/09/2022  
TIC

**BEFORE ME:**

Name: ENGELBERT BONIPHACE  
Designation: ADVOCATE  
Postal Address: P.O. Box 116  
Signature: [Signature]



[Signature]

[Signature]

SEALED with COMMON SEAL of  
MACJARO LIMITED at Kilimanjaro  
in our presence this 01..... day of  
OCTOBER, 2021.



Name: JAMES RUSSELL  
Signature: [Signature]  
Postal Address: P.O. Box 282, MOSHI.  
Designation: MANAGING DIRECTOR

Name: ADIL M. SADIQ  
Signature: [Signature]  
Postal Address: P.O. Box 322, MOSHI.  
Designation: COMPANY SECRETARY

**BEFORE ME:**

Name: ENGELBERTH BONIPHAGE  
Designation: ADVOCATE  
Commissioner for Oaths  
Postal Address: P.O. Box 116/101  
Signature: [Signature]



[Signature]

[Signature]

[Signature]

**LEASE AGREEMENT FOR GROWTH OF COFFEE,  
MACADEMIA AND OTHER CASH CROPS IN NKWANSIRA  
ESTATE**

**BETWEEN**

**LEMMINKIINNA JOINT ENTERPRISES LIMITED**

**AND**

**MACJARO LTD**

Drawn by:

Adv. Emmanuel Mwanuzi (Esq.)

P.O. Box 27  
Nai - Kilimanjaro

1







## LEASE AGREEMENT

This lease agreement has been entered today on the 01<sup>st</sup> day of JANUARY, 2020

### BETWEEN

EMMAGHIMA JOINT ENTERPRISE LIMITED of P.O. BOX 1484, MOSHI-  
KILIMANJARO being a registered Cooperative Society under The Cooperative  
Societies Act No. 1 of 2012 (hereinafter being registered with Registration Number 2552  
(hereinafter referred to as 'THE LESSOR') which registration, in so far as the context  
admits, includes assigns, representatives, heirs and successors in title on one hand

### AND

MACJARD LTD of P.O. Box 282, Moshi, Tanzania and a duly registered limited  
company under the Companies Act, Cap 212 R.E 2012. Certificate of Incorporation No:  
(106482) Date of Incorporation: 24/11/2017 (hereinafter be referred to as 'THE  
LESSEE') which registration, in so far as the context admits, includes assigns,  
representative, heirs and successors in title on the other hand.

### RECITALS:

WHEREAS, the Lessor, being the registered proprietor of the right of occupancy and or  
title deeds for the Properties in the Leased Land is desirous of leasing the Properties as  
a viable economic activity and to encourage personal capacity building;

WHEREAS, the Lessor being a registered proprietor of the Properties through its  
powers invested in the Board of Directors of the Lessor has hereto agreed to lease the  
Properties for economic activities as shall be well stipulated in this lease agreement.

WHEREAS, The Lessee is interested in developing the Lessor's Properties for the  
period of time as shall be agreed in this lease agreement.

WHEREAS, The Lessee wishes to lease the Lessor's Properties and the Lessor on the  
other is willing and consented thereto to lease the Properties to the Lessee, and in each  
case in accordance with the terms and conditions stipulated in this lease agreement.

AND WHEREAS, both the Lessor and Lessee have chosen to define their obligations in  
the execution of this lease agreement through the terms and conditions set forth in this  
agreement.

NOWHEREFORE, BOTH PARTIES TO THIS LEASE AGREEMENT HAVE PUT THEIR HANDS TOGETHER AND HAVE AGREED ON THE FOLLOWING TERMS AND CONDITIONS AS SET FORTH AS FOLLOWS:-

### 1. DEFINITION OF TERMS

"Agreement/Contract" Means the terms and conditions entered between the Lessor and Lessee of this lease agreement;

"Contract Period" Means the time limit set and agreed by the parties in this agreement and any time as shall be set forth in this agreement for performance of a certain activity;

"Development Plan" Means a written plan to be prepared by the Lessee and to be approved by the Lessor and shall at all times provide the means, methods and or but not limited to the resources employed by the Lessee in developing the Properties in a manner which optimizes production;

"Equipment" Means existing machines used by the Lessee to simplify its works in the performance of its obligations in management of the Properties;

"The Properties" Means Farm No 306/1 being Nkwansira Estate measuring 275 The boundaries to this parcel of land are as follows:

- a. To the North: Nkwansira village, Tamaya Hamlet;
- b. To the South: Nkwansira Village, Tamaya Hamlet;
- c. To the East: Dirt road leading from Sanyia Rd to Nkwansira Village;
- d. To the West: Boloti Estate

### 2.0 THE LEASE

2.1 Subject to the terms and conditions of this lease agreement, the Lessor does hereby lease the Properties and Equipment to the Lessee for a consideration to be stipulated in this lease agreement.

2.2 The Lessee does hereby agree to take the Properties from the Lessor on the terms and conditions stipulated hereinafter in this lease agreement.

2.3 This lease agreement shall be binding to the parties in this lease agreement only.

2.4 The leased property consists of 275 acres which are arable land;

2.5 The rent payable will be based on the arable area.

### 3.0 LEASE PERIOD

3.1 The lease agreement period shall be duration of twenty five (25) years effective from the 1<sup>st</sup> January, 2020 to 31<sup>st</sup> December 2044, and after the lapse of the same and upon discussion and subject to Lessee's performance the lessor may renew the lease, if the need arises.

3.2 The lease period, as stipulated in clause 3.1 above shall be divided into five (5) major phases as stipulated in clause 4.0 below,

#### 4.0 CONSIDERATION/RENT

4.1 The buildings on the Properties regardless of their number shall be included in the rental fee of each rental phase.

4.2 The first rental payment of the year 2020 shall be due within one month of signing of this lease agreement, which shall be paid in a single instalment.

4.3 The annual rental payments from 2021 – 2044 shall be paid in two instalments; the first instalment to be paid on or before 31<sup>st</sup> of January and second instalment to be paid on or before 31<sup>st</sup> of June each year.

4.4 The Lessee shall have the duty to pay to the Lessor for the leased Properties as per the following schedule of payments:

<i>Phase</i>	<i>Year/Duration</i>	<i>Amount Per Acre Per Annum (USD)</i>	<i>Total Consideration/Rent (USD)</i>
Phase 1	1 <sup>st</sup> January 2020 – 31 <sup>st</sup> December, 2020	\$ 85.00	\$28,375.00
	1 <sup>st</sup> January 2021 – 31 <sup>st</sup> December, 2021	\$ 85.00	\$28,375.00
	1 <sup>st</sup> January 2022 – 31 <sup>st</sup> December, 2022	\$90.00	\$24,750.00
	1 <sup>st</sup> January 2023 – 31 <sup>st</sup> December, 2023	\$90.00	\$24,750.00
	1 <sup>st</sup> January 2024 – 31 <sup>st</sup> December, 2024	\$95.00	\$26,125.00
Phase 2	1 <sup>st</sup> January 2025 – 31 <sup>st</sup> December, 2029	\$ 105.00	\$28,875.00
Phase 3	1 <sup>st</sup> January 2030 – 31 <sup>st</sup> December, 2034	\$ 125.00	\$34,375.00
Phase 4	1 <sup>st</sup> January 2035 - 31 <sup>st</sup> December, 2039	\$ 155.00	\$42,625.00
Phase 5	1 <sup>st</sup> January 2040 – 31 <sup>st</sup> December, 2044	\$ 180.00	\$49,500.00

#### 5.0 AMENDMENT AND RENEWAL OF THE LEASE.

5.1 This Agreement may be amended and renewed on the terms as shall be agreed to by the Lessor and Lessee

- 5.2 The extension of the term for the lease agreement shall commence from the expiration of the initial term and otherwise shall contain like covenants of renewal.
- 5.3 Any renewal pursuant to this clause shall be treated as a continuation of the initial term for all purposes of this agreement, including (without limitation) for the purpose of handing over assets at the end of the term.
- 5.4 Notwithstanding to the provision of this clause, During Phase 4 of the lease agreement, the Lessor and Lessee shall increase the lease period for 5 years of the lease agreement. The discussion for the extension shall be based on the performance of the Lessee in accordance with the approved Development Plan.
- 5.5 The renegotiation for another lease period as described in clause 5.4 above, the Parties to this lease agreement shall not increase the rental fee by more than 50% of the rental fee of Phase 5 of clause 4.4 of this lease agreement.

#### 6.0 PROPERTIES MANAGEMENT

- 6.1 The Lessor shall give full mandate to the Lessee in managing the Properties, controlling the Properties, trading of the produce from the Properties within and outside the country without any sought of interference.
- 6.2 The Lessor shall in no anyway interfere with the project of the Lessee. (this is limited to operational interference in the property)
- 6.3 The Lessor shall have the duty to oversee and make sure that the agreed terms and conditions are observed and the proper use of the Properties is maintained.
- 6.4 Where the Lessee fails to use the Properties in accordance with the terms and conditions of this Lease agreement, then the Lessor shall have an obligation to seek technical support to know the effect of the act done by the Lessee to the Properties and on this the Lessee shall not prevent the Lessor from interference.
- 6.5 The Lessee shall have an obligation to prepare a Development Plan and the same be submitted to the Lessor within three months from the date of signing this lease agreement.
- 6.6 After receiving the Development Plan from the Lessee the Lessor shall within 30 working days review it through its legal meetings with the support of well skilled personnel to be hired by the Lessor, and on satisfaction shall approve with or without amendments.



the situation after a further 30 days will result in termination of this lease agreement.

- 7.3 All outstanding utility bills and taxes of the Lessee shall be paid by the Lessee prior to the termination of this lease agreement by the Lessor under clause 6.2 as above.

#### **8.0 OBLIGATIONS OF THE LESSOR**

- 8.1 The Lessor shall ensure that the Lessee enjoys the entire leased Properties as per this lease agreement without any interference.
- 8.2 The Lessor shall ensure the boundaries of the leased Properties are intact as per this lease agreement and no trespassers or any person who shall encroach to the Properties.
- 8.3 Except with the prior written consent of the Lessee, the Lessor shall not use the Properties as a security to obtain loan during the lease agreement period.
- 8.4 The Lessor shall make sure that, a sketch map of the area for the leased Properties is annexed as Schedule 4 to this lease agreement and the same shall form part of this lease agreement.
- 8.5 The Lessor shall pay the Government land rent, water rights and all other statutory responsibilities of the Lessor under the laws of the land.

#### **9.0 OBLIGATIONS OF THE LESSEE**

- 9.1 The Lessee shall ensure that, the aspect of environmental protection over the leased Properties is well maintained.
- 9.2 The Lessee shall plant crops of its choice provided that such crops are indicated in the Development Plan and they are acceptable and are not harmful to the land.
- 9.3 The Lessee shall make sure that the Environmental Impact Assessment is prepared and submitted to the registered environmental specialist within a reasonable period of time and a copy of the same submitted to the Lessor.
- 9.4 The Lessee shall not fell/cut any tree on the farm without seeking and obtaining a written permission of the Lessor. The Lessee shall however, upon consultation with the Lessor, have the right to harvest, prune or reduce the number of trees on the farm for the purposes of construction, reducing shade or removing obstructions. Fallen trees shall be owned by the Lessor and shall be responsible to collect the same.
- 9.5 The Lessee shall participate in the maintaining and repairing roads pertinent to the leased Properties.









	31 <sup>st</sup> December, 2034	
Phase 4	1 <sup>st</sup> January 2035 - 31 <sup>st</sup> December, 2039	4,500
Phase 5	1 <sup>st</sup> January 2040 - 31 <sup>st</sup> December, 2044	5,400

#### 10.0 WATER USE PERMIT

- 10.1 The Lessor is the primary water right holder to the water right No 3094 as indicated in Schedule 5 of this lease agreement.
- 10.2 During the whole of the lease period fifty percent (50%) this right (furrow 3094) will be consented to the Lessee.
- 10.3 It is the responsibility of the Lessor to keep the water users permit valid and any changes to the permit should be communicated to the Lessee with immediate effect in writing.
- 10.4 Any notifications by government institutions regarding the flow or abstraction rights to the water right should, with immediate effect, be communicated to the Lessee.
- 10.5 The repair and continue flow of water in the property shall be jointly shared by the Lessees of Nkwansira Estate and Msesewe Estate and before the same is done, then the lessor shall be notified in writing.
- 10.6 The Lessor shall undertake to do all within their power to ensure that water which reaches the head of the canal serves the Properties without any interference.
- 10.7 The Lessor shall cooperate with the Lessee in enforcing any rights which either the Lessor or the Lessee may have to ensure that, such water reaches the head of the canal.
- 10.8 The Lessor shall endeavor to do all what is within their power to apply for and or assist with obtaining licenses to any increased water rights that may be required in the future including licenses to drill bore holes and build water reservoir when the need shall arise.
- 10.9 Where the Lessee opts not to use/enjoy a water right granted under this Schedule 5 of the lease agreement, the Lessee shall notify the Lessor and the Lessor may assign the said water right to another party.

#### 11.0 PROPERTIES.

The Lessor hereby grants to the Lessee the absolute right to manage, control, and or operate the Properties and also use those Properties in accordance with the terms and conditions of this lease agreement.

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

## 12.0 REPRESENTATION AND WARRANTIES OF THE LESSOR

The Lessor hereby warrants and undertakes to the Lessee the following:

- 12.1 As far as the Lessor is aware, there are no pending or threatened actions or litigations by any institution or other authority which would adversely affect the Lessor's rights in the Properties or any of the rights granted to the Lessee in this Lease Agreement.
- 12.2 The Lessor is the registered owner of ninety nine (99) years right of occupancy for the Properties free and clear of all mortgages, pledges, liens, charges, claims, security interests or other encumbrances.
- 12.3 The Lessor has the sole right to occupy, use and sublease the Properties and the right to grant to the Lessee all rights in this lease agreement.
- 12.4 The Lessor is duly organized and validly existing as a registered Co-Operative Society under the laws of Tanzania.
- 12.5 The Lessor has full power and authority to execute this lease agreement and to perform its obligations as set forth in this lease agreement.
- 12.6 This lease agreement is valid and binding on the Lessor and is enforceable against the Lessor.
- 12.7 The execution, delivery and performance of this lease agreement by the Lessor shall not result in the breach or violation by the Lessor of any law or regulation applicable to it or any contract or commitment by which it or its Properties is bound.
- 12.8 The Lessor has obtained all approvals, waivers and consents which are necessary or appropriate in order to enable it to execute this lease agreement and to carry out and perform its obligations hereunder.
- 12.9 With respect to the buildings and structures on the Properties, the Lessee accepts them on 'as is' basis.
- 12.10 That, except with the prior written consent of the Lessee, the Lessor shall not create, extend, grant or issue or agree to create, extend, grant or issue any mortgage, charges, liens, security interests or other encumbrances on the Properties or any of the equipment during the term or any extension of the term.
- 12.11 That, this lease agreement is fully enforceable under the laws of Tanzania and the Lessor shall perform all such activities as shall be required to make it effective.

## 13.0 REPRESENTATIONS AND WARRANTIES OF THE LESSEE

The Lessee does hereby represent and warrants to the Lessor on the following:

- 13.1 It is duly organized and validly existing company under the laws of Tanzania.

- 13.2 The Lessee has full corporate power and authority to execute this lease agreement and to perform its obligations as stipulated herein.
- 13.3 This agreement is valid and binding on the Lessee and is enforceable against the Lessee in accordance with its terms.
- 13.4 The execution, delivery and performance of this lease agreement shall not result in the breach or violation by the Lessee of any law or regulation applicable to it or any contract or commitment by which it or any of its properties is bound.
- 13.5 The agreement is fully enforceable under the laws of Tanzania and the Lessee shall perform all such activities as shall be required to make it effective.

#### 14.0 TERMINATION OF THE AGREEMENT

- 14.1 The Lessor and Lessee shall be entitled to terminate on breach of the lease agreement upon 30 working days prior written notice to the other and where there is dispute either Party shall be obliged to follow the dispute resolution procedure under clause 16 of this lease agreement.

- 14.2 The following shall lead to breach and termination of this agreement:

14.2.1 Where the Lessee fails to make any rental payment stipulated in Clause 4 of this lease agreement, the Lessor shall serve the Lessee with a written notice. The Lessee shall within 30 working days of the receipt of notice from the Lessor make the payment to the Lessor otherwise, this lease agreement shall be terminated automatically or agree on payment terms suitable to both parties.

14.2.2 In the event the Lessee concludes that due to the circumstances beyond its control, it can no longer manage the Properties in a profitable manner, it shall handover the same to the Lessor's control free of any liabilities created by the Lessee, as well as buildings, infrastructure and other fixtures to the Properties, at no cost.

14.2.3 On completion of the lease term (including but not limited to any extension of the lease term as per clause 3.1 of this lease agreement) the Lessee shall return control of the Properties and all buildings, infrastructure and other permanent improvements and fixtures to the Properties to the Lessor at no cost failure by the Lessor and Lessee to remedy

any breach of the terms of this lease agreement within 30 working days of notice to the other.

14.3 The Lessor and Lessee shall have the right to refer any matters such as termination to arbitration pursuant to clause 15 of the lease agreement hereof.

14.4 Without prejudice to the aforementioned and to what to be mentioned herein below in the case of termination of the lease agreement the movable Properties/Equipment shall revert to the Lessee and the non-movable assets/Properties shall revert to the Lessor.

#### 15.0 CONTINGENT LIABILITIES

15.1 All outstanding and contingent liabilities and obligations of the Lessor up to the time of signing of this lease agreement shall be borne by the Lessor, except that, upon special agreement the Lessee shall settle the bills of the Lessor and the same shall be deducted from the rental fee for that year as shall be concluded in the memorandum of understanding signed by both Parties, at the discretion of the Lessee.

15.2 The Lessee may on the Lessor's request settle the liabilities as and when they shall arise provided that the Lessee shall recover the settled liabilities made on behalf of the Lessor by deducting the amounts from any monies due from the Lessee as shall be agreed in writing to by the Parties herein.

15.3 On recovering the monies pursuant to the provisions of this clause the Lessee shall not deduct more than 50% of the settled liabilities from the rental fee of the specific year.

#### 16.0 SEVERABILITY

Where any provision of this agreement is held to be unenforceable under any applicable laws of the land, such provision shall be excluded from the lease agreement and the remaining clauses of agreement shall be interpreted as if such provision(s) were so excluded and be enforceable in accordance with its terms.

#### 17.0 DISPUTE SETTLEMENT MECHANISM

17.1 Any dispute which might arise among the parties to this lease agreement shall be settled and resolved amicably by the parties by the use of the mediator who shall be appointed by the Parties themselves.

17.2 Where mediation fails, then the matter shall be referred to the Registrar of Cooperative Societies for resolution by the agreed party.

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

- e) The Developments Plan of the project duly signed and approved by the Lessor (which defined under this lease agreement);
- f) Certified true copies Memorandum and Articles of Association of the Lessee;
- g) A certified true copy of the TIN of the Lessee;
- h) A Certificate of Incorporation of the Lessee;
- i) A valid business license of the Lessee;
- j) A sketch map of the leased Properties;
- k) Certificate of Registration of the Lessor;
- l) Certified Copies of Certificate of Occupancy by the Lessor/Tire Stock.

18.2 It is the obligation of the Lessor and the Lessee to ensure that the documents submitted as indicated in clause 18.1 are genuine.

#### 20.0 GOVERNING LAW

20.1 This agreement shall be governed by the laws of the United Republic of Tanzania.

#### 21.0 ASSIGNMENT OF THE LEASE

21.1 The Lessee subject to the approval of the Lessor may assign its rights and delegate its obligations under the lease agreement, or any part thereof, to a third party upon giving a 30 days' notice of such assignment to the Lessor.

21.2 Upon assignment therefore, the third party shall have to observe the terms and conditions of this lease agreement.

21.3 In the event that such assignment is to be made to a person or entity not affiliated with the Lessee, then the Lessee shall have to obtain the consent of the Lessor prior to the effectiveness of such assignment, which consent shall not be unreasonably withheld.

21.4 The Lessee shall have an obligation to prove to the Lessor that such an affiliate is a legal one by producing related documents to the Lessor.

#### 22.0 GENERAL CONDITIONS

22.1 This lease agreement shall be required by the law to be registered under The Registration of Documents Act, Cap 117 R.E 2002 and paid a stamp duty as per The Stamp Duty Act. Stamp duty costs shall be borne equally









- 17.3 Where the resolution passed by the Registrar fails, the aggrieved party shall refer the matter further to the Minister responsible for Cooperative Societies.
- 17.4 Where the aggrieved party wishes to challenge the decisions of the responsible Minister for Cooperative Society, the matter shall be referred to the High Court of Tanzania.
- 17.5 Disputes that may be referred to Mediation and Arbitration shall not include disputes on the payment of the rental fee no matter how minor they might be.

#### 18.0 FORCE MAJEURE

18.1 Force Majeure shall mean acts which are beyond human control such as floods, earth quakes, and all such things which involves natural calamities, but are not within the cause of human willingness, which in case they happen shall affect the performance of this lease agreement and or lead to termination of the same.

18.2 In the event force majeure as stated in clause 17.1 occurs and takes place, the Lessee shall cause the same be communicated in writing to the Lessor within 48 hours of occurrence, and the Lessor shall have the obligation to witness the same and thereafter hold a meeting of which shall have only one agenda on how to rectify the situation to continue with the performance of the lease agreement or end it, with no cost to either party, except the settled liabilities by the Lessee to the Lessor under clause 14, which shall be settled by the Lessor to the Lessee within an agreed time frame.

#### 19.0 DOCUMENT TO FORM PART OF THE AGREEMENT

19.1 The following documents shall form part of this lease agreement and shall have a full effect to the extent that, without them being annexed to this agreement the agreement shall be said to be incompetent:

- a) Minutes of the board meeting relating to the execution of the lease agreement by the Lessor duly signed and sealed;
- b) Minutes of the General Meeting relating to the execution of the lease agreement of the Lessor duly signed and sealed;
- c) All relevant water right permits;
- d) Extract minutes of the meeting of the board of directors of the Lessee authorizing the execution of the lease agreement.

by both parties and registration costs at the lands registry shall be borne by the Lessee.

22.2 This agreement shall be executed in six counterparts each of which shall be deemed an original constituting the same instrument.

22.3 This lease agreement, the Development Plan and the Schedules hereto shall constitute the entire agreement between the parties with regard to the subject matter hereto and supersede any previous agreements among the parties with respect to such subject matter.

22.4 Both the Parties to this agreement agree to execute documents and perform such further acts as may be necessary to implement the terms of this lease agreement.

22.5 The headings used in this lease agreement are provided for convenience of reference only and shall in no way affect the meaning of the lease agreement.

22.6 The terms and conditions of this lease agreement may be amended or even terminated in writing by the Parties.

22.7 Failure or delay of either party hereto at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time.

22.8 No waiver by any party hereto of a breach of any term contained in this agreement, at any one or more instance, shall be deemed or construed as further or continuing waiver of any such breach or a waiver of a breach of any other term.

22.9 The Assistant and or Registrar of Cooperative Societies shall take part to sign and seal this agreement by the virtue of fulfilling the legal requirements.

22.10 An Advocate shall witness the agreement by signing and sealing the same.

## 23.0 MODE OF COMMUNICATION

23.1 The Parties in this lease agreement shall at all times communicate by writing and the language of communication shall be in Swahili or English.

23.2 Any informal communication between parties to this lease agreement shall not be taken as an official communication and shall not affect anything in the performance of this lease agreement.

23.3 Any communication shall be either personally delivered or dispatched by the courier and properly signed for by or on behalf of the addressee and shall be addressed to the other party at the address stated below or such other address as shall be specified by such other party.

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23.4 Any notice shall operate and be deemed to have been served, if personally delivered, on the first following business day, and if by courier and priority signed for, on the third following business day.

23.5 The Lessor's address for the purpose of all communication shall be MIS LESIMONNA JOINT ENTERPRISE Limited of P.O. Box 1484 Moasi Kilimanjaro.

23.6 The Lessee's address for the purpose of all communication be MAFJARD LIMITED of P.O. Box 252, Moasi Tazania

#### 24.0 FINANCING AND BORROWING:

The Lessor grants the Lessee consent to seek for financing from financial institutions and pledge this lease agreement as security thereat, provided always that such security documents shall not include the Certificates of Titles of the Properties. The Lessor agrees to execute any and all documents to facilitate the same.

#### 25.0 LEGAL COSTS

25.1 Each Party to this lease agreement shall bear its own legal costs in respect of the drawing, reviewing and endorsement of the lease agreement and the transactions contemplated herein.

25.2 The Lessee and Lessee shall cause Advocates to be paid all the necessary fees for the drawing and endorsing this lease agreement.

25.3 The modality for paying such a fee shall be arranged by both the Lessor and Lessee respectively on the date of signing this lease agreement.

That, both parties to this agreement have set forth their hands and agreed to enter in this lease agreement and witnesses the same by signing the agreement as follows:

#### FOR AND ON BEHALF OF THE LESSOR

Signed, sealed and delivered by

MIS LESIMONNA JOINT ENTERPRISES LIMITED

Before us on this 01 day of 01 2020

Name PHILIPO ELIMBA JUMBI

Signature [Signature]

Date 01 - 01 - 2020

Position THE CHAIRMAN

Lessor's Seal



[Handwritten mark]

[Handwritten mark]

[Handwritten signature]

[Handwritten mark]

Name ANITA A. MUMBI

Signature [Signature]

Date 01/01/2020

Position: **THE SECRETARY**

Name NICHOLAS J. MUMBI

Signature [Signature]

Date 01-01-2020

Position: **1<sup>st</sup> MEMBER OF THE BOARD**

Name OSCAR E. KUMARO

Signature [Signature]

Date 1-1-2020

Position: **2<sup>nd</sup> MEMBER OF THE BOARD**

Name Edwin E. S. M. M. Ulemu

Signature [Signature]

Date 1-1-2020

Position: **3<sup>rd</sup> MEMBER OF THE BOARD**

Name ISACK D. MURANGA

Signature [Signature]

Date 1-1-2020

Position: **4<sup>th</sup> MEMBER OF THE BOARD**

[Signature]

[Signature]

[Signature]

JRMP

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Position: 5<sup>th</sup> MEMBER OF THE BOARD

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Position: 6<sup>th</sup> MEMBER OF THE BOARD

IN THE PRESENCE OF

Name: ENGELBERTH BONINACE

Signature: 

Address: Box 29, H91

Date: 01/01/2020

Position: ADVOCATE AND COMMISSIONER FOR OATH



FOR AND ON BEHALF OF THE LESSEE

Signed, sealed and delivered by

MACJARO LIMITED

Before us on this 01 day of JAN 2020

Name: JAMES DWELL

Signature: 

Date: 01/01/2020

Position: DIRECTOR

Lessee's Seal:



Name ELIZABETH DEKON

Signature [Signature]

Date 1-1-2020

Position: **COMPANY SECRETARY**

IN THE PRESENCE OF

Name ENGELBERTH BONIFACE

Signature [Signature]

Address Box 29, HAI

Date 01/01/2020



Position: **ADVOCATE AND COMMISSIONER FOR OATHS**

That, this Lease Agreement has been approved by the Assistant Registrar/Registrar of Cooperative Societies, Kilimanjaro Region.

Name JOHN B. HENJEWELA

Signature [Signature]

Date 1/1/2020

Position: **ASSISTANT REGISTRAR/REGISTRAR OF CO-OPERATIVE SOCIETIES**



[Signature]

[Signature]

[Signature]

[Signature]

**SCHEDULE 1**

**LIST OF PROPERTIES INCLUDING LOCATION**

Farm Name \_\_\_\_\_

Title No \_\_\_\_\_

City/State \_\_\_\_\_

Area \_\_\_\_\_

Description of location

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Lease \_\_\_\_\_ Years

Signed \_\_\_\_\_

**FOR LESSOR**

Signed \_\_\_\_\_

**FOR LESSEE**

Date \_\_\_\_\_



SCHEDULE 2

10/1/12

7/13/12 10/1/12 10/1/12 10/1/12

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SCHEDULE 3

DEVELOPMENT PLAN

Signed \_\_\_\_\_

FOR LESSOR

Signed \_\_\_\_\_

FOR LESSEE

Date \_\_\_\_\_



SCHEDULE 4

SKETCH MAP

Signed \_\_\_\_\_

FOR LESSOR

Signed \_\_\_\_\_

FOR LESSEE

Date \_\_\_\_\_

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Signed \_\_\_\_\_

FOR LESSOR

Signed \_\_\_\_\_

FOR LESSEE

Date \_\_\_\_\_

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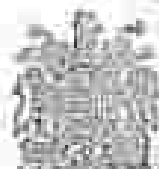
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**DUPLICATE**  
**TANGANYIKA TERRITORY**

*Land Registry Ordinance, 1923*



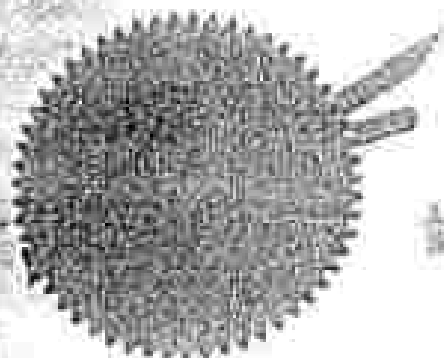
RIGHT OF OCCUPANCY  
*OF LANDS ACQUIRED*

**CERTIFICATE OF TITLE TO ~~REGISTERED~~ LAND.**

**RIGHT OF OCCUPANCY**

This is to certify that the ~~land~~ land described in  
registered in the Land Registry under title No. M.F. 188.  
Copies of the relevant entries in the register are within.

Dated this twenty second day of September 1974.



*A. C. [Signature]*  
Assistant Registrar of Titles  
Northern Province.

**Certified True Copy  
of the Original  
FOR COURT EVIDENCE ONLY**

Title No. M.F. 188. Description of registered land. This Register of Titles, 1974.

All that piece or parcel of land situated at Mboho in the  
District of Mushi containing approximately Two hundred and  
twenty three (223) acres as delineated and described on  
the map or plan No. S.C. 50/2188 annexed to the enclosed  
Deed Grant and therefore edged with red all of which piece  
& parcel of land is known as Tera No. 102/2 Mushi.

and by virtue of the provisions of Section 7(8) of the Land Registry Ordinance aforesaid the Governor hereby grants unto the Grantee all that piece or parcel of land situate at Mpondo in the District of Noshi containing approximately Two hundred and seventy three (273) acres as delineated and described on the map or plan No. S.S. 59/1182 annexed to these presents and thereon edged with red all of which piece or parcel of land is known as Parc No. 300/2 Noshi TO HOLD the said premises unto and to the use of the Grantee in fee simple PROVIDED ALWAYS that the Grantee shall at any time on demand of the Governor and on receipt of a proportionate part of the hereinafore mentioned purchase price and on payment of compensation for expenditure in so far as the value of the land shall have been increased thereby surrender and yield up such portion or portions of the said land as shall be required for (a) the construction of railways or roads or telegraph lines or canals and other public works including such protective strips as may be deemed necessary (b) the cutting of drainage ditches and any measures deemed necessary to promote the flow of water from higher levels to lower levels (zur Schaffung der Verflut) (c) the raising and storage of any necessary material - such as earth and stone - and the carrying on the said land of material raised elsewhere and required for the said public works even when such works are constructed only alongside of or abut on the boundary of the said land and the provision thereof of the necessary roads of access PROVIDED ALSO that no water rights in respect of the said land are conferred by these presents. Water rights will be regulated by Ordinance PROVIDED ALSO that the Grantee shall keep open for all existing roads and also at the request

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*of the Original*  
 FOR COURT EVIDENCE ONLY  
 Hon. Registrar of Titles, Natal

EMPHATIC

2011-1250

TANGANYIKA TERRITORY,

THE LAND REGISTRY ORDINANCE (CAP. 70 OF THE LAWS).

TITLE No. N.P. 171.

Certified True Copy  
of the Original  
FOR COURT EVIDENCE ONLY  
Ass. Registrar of Titles, 12/12/54

THIS DEED made the *15th* day of *May* One thousand nine hundred and thirty four H E T W E N SIR HAROLD ALFRED MACHIGAHIL Knight Commander of the Most Distinguished Order of Saint Michael and Saint George and a Companion of the Distinguished Service Order Governor and Commander in Chief in and over the Territory of Tanganyika (hereinafter called "the Governor" which term shall include his successors in office and the Officer for the time being administering the Government of the Territory) of the one part and KARL VON ROSE of Moshi in the District of Moshi Planter (hereinafter called "the Grantee" which expression shall include his heirs executors and assigns where the context so admits) of the other part WHEREAS by a Deed of Surrender dated the *15th* day of *November* One thousand nine hundred and thirty three and made under the provisions of Section 7(8) of the Land Registry Ordinance (Cap. 70 of the Laws) and registered in the Principal Registry of Documents Northern Province Branch Arusha on the *Twenty first* day of *September* One thousand nine hundred and thirty four in Volume No. *P's* Folio No. *773* Serial No. *313* the premises therein and hereinafter more particularly described and hereby granted became and are now vested in the Governor to the use of His Majesty His heirs and successors for ever AND WHEREAS the Grantee has paid the purchase price and has complied with all the terms and conditions entitling him to acquire the freehold of the said premises NOW THIS DEED FURTHER that in consideration of the premises and of the sum of Shillings Two thousand two hundred (Sh.2,200/-) on or before the execution of these presents paid by the Grantee to the Governor (the receipt whereof the Governor hereby acknowledges)

and by virtue of the provisions of Section 7(B) of the Land Registry Ordinance aforesaid the Governor hereby grants unto the Grantee him that piece or parcel of land situated at Ubusho in the district of Moshi containing approximately two hundred and seventy three (273) acres as delineated and described on the map or plan No. S.S. 59/1158 annexed to these presents and therein edged with red all of which piece or parcel of land is known as Farm No. 509/5 Moshi SO HERE the said premises unto and to the use of the Grantee in fee simple PROVIDED ALWAYS that the Grantee shall at any time on demand of the Governor and on receipt of a proportionate part of the heretofore mentioned purchase price and on payment of compensation for expenditure in so far as the value of the land shall have been increased thereby surrender and yield up such portion or portions of the said land as shall be required for (a) the construction of railways or roads, roads, telegraph lines, canals and other public works including such protective strips as may be deemed necessary (b) the cutting of drainage ditches and any measures deemed necessary to promote the flow of water from higher levels to lower levels (see Schaffung der Vorflut) (c) the raising and storage of any necessary material - such as earth and stone - and the dumping on the said land of material raised elsewhere and required for the said public works even when such works are constructed only alongside of or abut on the boundary of the said land and the provisions thereto of the necessary roads of access PROVIDED ALSO that no water rights in respect of the said land are conferred by these presents. Water rights will be regulated by Ordinance PROVIDED ALSO that the Grantee shall keep open for all existing roads and also at the request

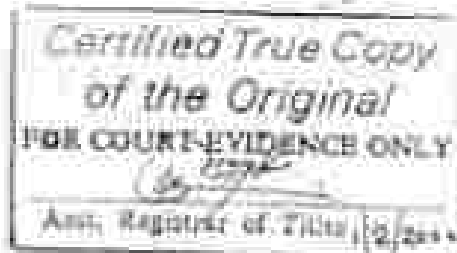
of the Original  
FOR COURT EVIDENCE ONLY  
Asst. Registrar of Titles, Victoria

of the Governor roads made by the Grantee in so far as they traverse the said land PROVIDED ALSO that the Grantee shall bear the cost of the upkeep of public roads now existing or which may hereafter be laid down in so far as they traverse or abut on the said land. The Grantee shall be required to bear one-half only of the cost of maintaining roads bordering on the said land where the other half is borne by the holder of the land situated on the opposite side PROVIDED ALSO that the obligation relating to the upkeep of roads by the Grantee shall not extend to built-up roads (Kunotstrassen) IN WITNESS whereof the Governor has herewith set his hand and caused the Seal of the Tanganyika Territory to be affixed hereto and the Grantee has herewith set his hand the day and year first herein written -

SIGNED and delivered by the said Sir Harold Alfred MacMichael and the Seal of the Tanganyika Territory affixed in the presence of:-

*Harold Alfred MacMichael*

*Robert Andrew  
Robert Andrew*



SIGNED and delivered by the said Karl von Rose in Latin characters before me after the same had been interpreted and explained to him when he appeared perfectly to understand its contents this

*Karl von Rose*

*12th of May 1904:-*

*Walter H. Dawson*



A. C. 410  
Agricultural Land Officer

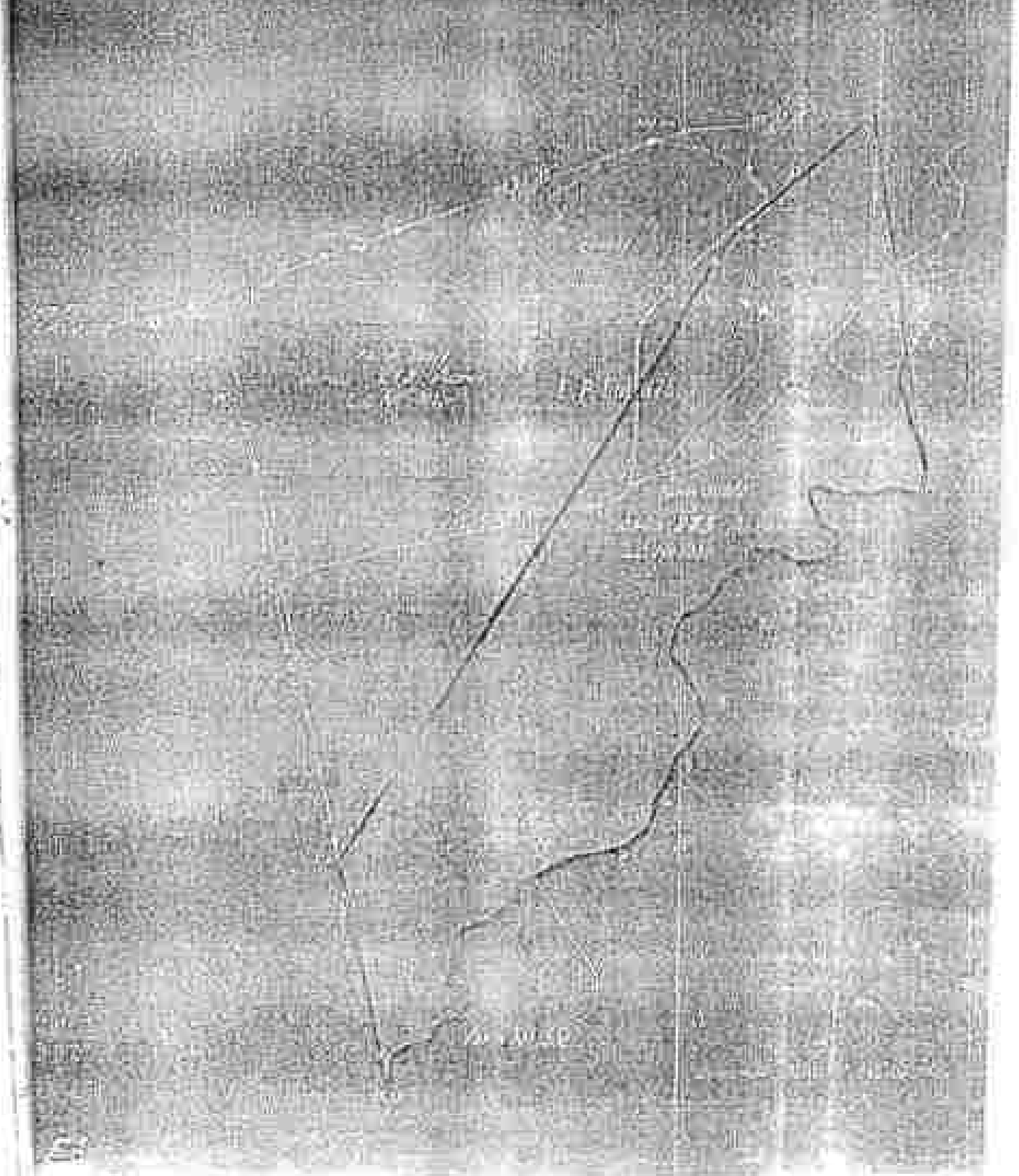
**Certified True Copy  
of the Original  
FOR COURT EVIDENCE ONLY**

*[Signature]*  
Agricultural Land Officer

KWANSIRA, MBOSHO

MOSHI DISTRICT

Scale 1:100,000



# Macjaro Limited



## Development Plan

of

## Nkwansira and Msesewe Estates

This Development Plan has been compiled by SANDI POWELL (the "Project Promoter") and is prepared solely for the members of the Board members of **COMBODIVA SINGI VENTURE LTD**

## Summary

Coffee production is well known throughout the Kilimanjaro region and therefore needs little introduction but less so the Macadamia nut.

Although there are a few small projects scattered around Tanzania there is no Macadamia nut industry in Tanzania. In contrast, the two neighboring countries, Kenya and Malawi produce 15,000 tons and 7,000 tons respectively of nut in shell (NIS) per year. Kenya produces in the region of 10% of world production, 20% of which is produced by the small-scale sector.

If we are fortunate in securing the lease of Kikwansira and Masetwe Estates we expect to establish plantation crops including Coffee, Macadamia, Avocado and Banana. Other cash crops including Vanilla and Moringa will also be considered.

Coffee will also be established in an Agroforestry system which includes interplanting with banana and macadamia. With the present changing climate, the agroforestry system will help with shade and improve the microclimate and in the current situation of financial uncertainty, dual production streams will help offset any loss.

At full production the proposer expects the estate to produce in the region of 120 tons coffee, 15,000 bunches of banana and 450 tons macadamia nuts (D15) annually.

Additionally, using the estate as a commercial backbone, the company expects to initiate a small scale horticultural out growers scheme for the cultivation of macadamia, avocado and vanilla which, in time, we believe could more than double the commercial production.

At a later stage and in-line with the Government of Tanzania intention of industrializing Tanzania agriculture, processing units will be established to process all the products for export.

At full production the company expect to employ 150 full time employees and at peak periods up to 500 people. These are expected to be recruited from the surrounding villages.

### **TOTAL PLANTINGS:**

Surveyed areas are as follows:

Nkwahira Estate: 275 acres gross (225 acres arable)

Maseve Estate: 273 acres gross (161 acres arable)

Total arable area is 436 acres and we expect that 15% will be taken up by roads, contours, conservation verges and buildings.

Total area remaining for production is approximately 370 acres.

Coffee - 175 acres (50 ha)

Macadamia - 247 acres (100 ha)

Avocado - 15 acres

Vanilla - 5 acres

These areas are estimates, and true figures will be presented with the surveyors report.

### **Implementation plan**

Below is the intended establishment schedule. Due to various reasons this might not be followed exactly.

#### **Year 1**

150,000 pots coffee nursery

Plant 40 acres coffee

Plant 50 acres macadamia

100 acres cash crops and Rhodes grass.

Land clearing & environmental planning for 2021

Building reservoir, digging pipelines preparing blocks

Sun hemp and Rhodes grass on any unsuitable or steep areas

### Year 2

55,000 coffee nursery

5,000 pots Vanilla

1,000 pots avocado nursery

Plant 50 acres coffee

Plant 65 acres Macadamia

100 acres cash crops

Land clearing and block planning for 2022

### Year 3

5,000 pots vanilla

1,000 pots avocado nursery

Plant 30 acres coffee

Plant 55 acres Macadamia

Land clearing and block planning for 2023

### Year 4

Plant 45 acres macadamia

### Year 5

Plant 25 acres macadamia

### **Infrastructure Development**

The implementation program of the infrastructure development will depend on access to capital. However, the program will include:

- Construction of 14,000m<sup>3</sup> lined reservoir
- Electrical installation
- 1 x 150 KVA transformer
- 1 x 50 KVA transformer
- 1 x boreholes with reservoir and booster pump
- 320 acres irrigation system (Micro sprinkler) pressurized by 60hp pump
- Refurbishment of Pulper and CPU
- Refurbishment of Stores and Outbuildings
- Refurbishment of management and worker housing

### **Schedule of lease payments**

<b>PERIOD</b>	<b>RATE PER ACRE</b>	<b>TOTAL/YEAR</b>
2020 - 2024	\$ 85.00	\$ 37,060
2025 - 2029	\$ 90.00	\$ 39,060
2030 - 2034	\$ 110.00	\$ 47,740
2035 - 2039	\$ 135.00	\$ 58,590
2040 - 2044	\$ 160.00	\$ 69,440
2045 - 2050	\$ 200.00	\$ 85,800



## **Shareholding & Financials**

Directors of Macjaro Limited are James Powell and Guillaume Mallard and shareholding in Macjaro Limited is held by Pamoja Farms Ltd.

Funds raised through the sale of equity will be used to leverage grant funding from private, international and institutional investors. Through these methods we expect to raise sufficient capital for capital investments and annual cropping costs.

## **Corporate Social Responsibility**

The directors of Macjaro Limited are fully aware of our corporate responsibility.

In addition to a Royalty fee, the directors fully intend to participate in village development projects with particular emphasis on Education.

If we are granted the lease of Nivansira and Msesewe Estates we intend to encourage other neighboring investors to participate in development projects and in this way individual projects can be completed in short periods of time.

As investors we have the ability to attract Educational NGO's attention and request their teaching materials and assistance.

The world is moving fast.

It is important that our children are not left behind.

## **Conclusion**

The cornerstone to the success of agriculture in Kilimanjaro is to provide a strong commercial backbone onto which small scale growers can become attached.

The Government of Tanzania want coffee production to return to Kilimanjaro. Coffee currently is unattractive as a crop because of the low prices being offered however, this is not an indication of our quality but an indication that the sales and advertisement of our coffees has not been carried out. We

need Kilimanjaro coffee to be produced uniquely and this can only be done if supply and quality are assured.

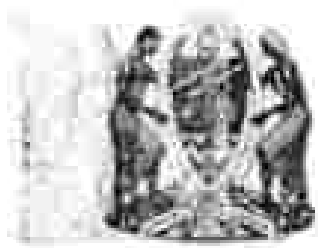
A strong commercial investor can assure this:

The coffee from Kilimanjaro has a good reputation. In combination with Macjara giving technical assistance and strong branding, the coffee from the small scale can be sold at a higher value.

We also propose to add macadamia, avocado and vanilla to the products that are available to small scale by providing seedlings and expertise and in turn offer a market for them to sell their produce.

It is our great hope that we are awarded this fund not simply for our own financial gain but to push the small scale sector of Kilimanjaro forward in terms of production and financial benefit and to push the industrialization of agriculture in Kilimanjaro forward by offering jobs in downstream employment including packing, logistics, technical support, extension services etc.

Thank you



THE UNITED REPUBLIC OF TANZANIA

# Certificate of Registration

No. 552

I, SAMU SAGHO SHARI hereby certify

that UMINA MROMA, MARUNSI, KYUO, ISUKI, NG'UNI, HEWINGIA

Co-operative Joint Enterprise Limited is this day registered under provisions of Section 27 of the Co-operative Societies Act No. 20 of 2003.

This certificate is issued subject to the following specific conditions:-

1.011

Given under my hand this 9th

day of JULY, 2013.

S.S. Shanti

TACA, 1984, Registrar of Co-operative Societies

CT# 2591307



# TANZANIA REVENUE AUTHORITY

## CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 23 OF THE TRA ADMINISTRATION ACT 2004)

### THIS IS TO CERTIFY THAT

**LEMMKINNA COOPERATIVE JOINT ENTERPRISE**

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY  
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER:

**137-907-224**

WITH EFFECT FROM: **15 October 2018**

TRA LOCATION: **KILIMANJARO**

TAX OFFICE: **HAI**

PHYSICAL LOCATION:

STREET / AREA: **NKWANSIRA**

**WILLIAM M. MWANDAWIRA**

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THIS CERTIFICATE IS VALID UNDER WHICH THE TAXPAYER AT HIS/HERS ARE TAXED IN FULLY

**KIKAO CHA BODI CHA MAKABIDHIANO NA MWEKEZAJI  
TAREHE 04/02/2020**

**WALIOHUDHURIA.**

- |                 |               |
|-----------------|---------------|
| 1. Philipo Swai | - Mwenyekiti. |
| 2. Isack Mwangi | - Mjumbe.     |
| 3. Oscar Kimaro | - Mjumbe.     |
| 4. Elisha Uroni | - Mjumbe.     |
| 5. Jame Powell  | - Mwekezaji.  |

**WATUMISHI.**

- |                |           |
|----------------|-----------|
| 1. Amina Mmani | - Katibu. |
|----------------|-----------|

**WASIOHUDHURIA.**

- |                   |                |
|-------------------|----------------|
| 1. Nicolaus Mmani | - Kwa taarifa. |
|-------------------|----------------|

**AGENDA.**

1. Kufunga kikao.
2. Makabidhiano.
3. Kufunga kikao.

**AGENDA NA 1 KUFUNGUA KIKAO.**

Kikao kimefunguliwa na Mwenyekiti kwa kuwasalimia wajumbe wa bodi na kwa sala iliyoongozwa na mjumbe.

**AGENDA NA. 2 MAKABIDHIANO.**

Mwenyekiti aliwaeleza wajumbe wa bodi kuwa leo ni siku ya kukabidhi mwekezaji mpya James Powell shamba na vyote vilivyoko. Shamba hili litakabidhiwa Kampuni ya **MACIARO.**

**VIFAA VILIVYOKABIDHIWA NI  
KAMBI YA MALIMAO.**

1. Nyumba 8 zenye vyumba 20.
2. Choo 1.

**MAJENGO YA MSUFINI**

1. Nyumba 7 zenye vyumba 23.
2. Vyo 2
3. Nyumba 1 ya meneja msaidizi.
4. Stoo moja.

### **ENEO LA MAKAO MAUU**

- i. Nyumba moja ya meneja.
- ii. Nyumba moja ya ofisi.
- iii. Jiko moja.
- iv. Stoo tatu.
- v. Kiwanda cha kahawa.
- vi. Choo cha kiwanda cha kahawa.
- vii. Choo kimoja cha ofisi.

### **VIFAA VINGINE.**

- i) Waya mdogo wa kahawa (chekecheke) 386.
- ii) One Coffee Pulping machine.
- iii) Mashine moja ya kukaushia kahawa.
- iv) Nyumba moja ya mashine ya kukaushia kahawa.
- v) Drying coffee walis 4.
- vi) Visima vya kumenya kahawa 12.
- vii) Pipe 6 inches 4.
- viii) Meza ya gereji 1.
- ix) Chain 1.
- x) Mizani ya kupimia 1.
- xi) Short Guns (Guns) 2.

Pande zote mbili zimekubaliana na makabidhiano haya na kuweka saini zao hapa chini.

### **AGENDA NA 3 KUFUNGA KIKAO**

Kikao kimefungwa na Mwenyekiti kwa kuwashukuru wajumbe wa bodi pamoja na mwekezaji kwa shughuli ngumu waliyofanya kwa uvumilivu wao na kwa sala iliyoongozwa na mjumbe mnamo saa 8:00 mchana.

.....  
**MWENYEKITI**



.....  
**KATIBU**

TAREHE 05/02/2020.....

MADITANO MIBILI MIBALUJITA WANACHAMA TARTHE ZIBU 2023

WALIOHUDHURIA

Itiadi imambatanishwa ng'atta

WAJUMBE WA BODI WALIOHUDHURIA

1. PHILIP SWAI -	KYTU	AMCOS	MWENYEKTI
2. OSCAR KIMARO -	LMUROMA	AMCOS	MUMBE
3. ISAC MWANGA -	MARIKENI	AMCOS	MUMBE
4. ELIJAH ULOMO -	ISUKI	AMCOS	MUMBE
5. NICOLAUS MMARY -	NGUNI	AMCOS	MUMBE

WAJUMBE WALIOHUDHURIA

1. LMUROMA	AMCOS LTD
2. MARIKENI	AMCOS LTD
3. KYTU	AMCOS LTD
4. ISUKI	AMCOS LTD
5. NGUNI	AMCOS LTD
6. NEWANSIRA	AMCOS LTD

WATENDAJ WALIOHUDHURIA

1. VERONICA LEMA -	KATIBU	LMUROMA
2. ADELINE MWANGA	KATIBU	MARIKENI
3. NICODEMUS M/NDO	KATIBU	KYTU
4. ONESMO SWAI	KATIBU	ISUKI
5. UPENDO MASSAWE	KATIBU	NGUNI
6. AMINA MMARY	KATIBU	NEWANSIRA

WATUMISHI

AMINA ALY MMARY - KATIBU LEMMKINNA

WAGENI WAALIKWA

1. DANIEL SANDIWA - AFISA USHIRIKA WILAYA YA HAI
2. MWANASHIEBA WILAYA YA HAI

## AGENDA

KUFUNGA MKUTANO

LWEEKEZI WA SHAMBA IKA 309

KUFUNGA MKUTANO

AGENDA NA 1 KUFUNGA MKUTANO

Mkutano umefunguliwa kwa sala iliyoongozwa na mjumbe na mkiti kowatambuliwa wageni walikwa kwa majina mmoja mmoja na kutambuliwa wanachama kwa kutaja vyama vyao

## AGENDA NA 2 LWEEKEZI WA SHAMBA

Mkiti alieleza kwa kifuu kuwa agronomists wameandika barua ya noti kwa kuzichia shamba na kusema kwa tarifa hyo tar 10/10/2019 inesha mwisho wa kuzis shambani iki ni 27/11/2019 akaendelea kusema kuwa tarifa hio alihapeleka kwa ushirika kwa ushaurika

afsa ushirika alieleza pia jinsi shamba limesuwa lina zambua kwa kutokuendelezwa kikanatifa na kampuni ya Agronomists alisema kuwa imekuwa kero kwa ofisi yake na wiliya kwa ujirfa akaendelea kusema kuwa ndipo walifaa na wajumbe wa bodi wakaona wamtafuta mwekezaji Mwalgne wakabona wampe mwekezaji alie wakata upande wa eneo la wazi ambaye ni JAMES FOWELL baada ya maofizi ya afsa ushirika wanachama walikubalia na afsa ushirika nukuzama kuwa agronomists akabidhi shamba ili mwekezaji huvi aweze kazi kwani shamba linapotea pia wanachama walifaa kama mkataba wa mwekezaji mpy umeshuandaliwa.

Mwanasheria alisema kuwa ameshaurika kuandaa rasmi ya mkataba kama walivyochaurikana na afsa ushirika na wajumbe wa bodi mwanasheria aliondoka kusema mkataba ukaoandaliwa sio kama ulokuwepo wakufanya mwekezaji akibindwa arudisha shamba kwa mwenye dhambi kwa kurefuaha maneno standaa mkataba ambao mwekezaji akibindwa atarudisha mkataba na papo hapo mwekezaji atandoka shambani mwanasheria aliondoka kusema kuwa malumbano ya muda mrefu yanasababisha ushirika hatari

Wanachama aliza je wafanyakazi watalwa na nani

ibu Mwanasheria alisema kuwachama cha LEMMISTINA hakimwazi na wafanyakazi wa agronomists wafekazi watalwa mwaizi wao

Aliiondoka kusema kuwa kodi ya pangi italwa tofutofuti kulingana na mkataba

Mkataba tutakaandaa utatuena kanini ya #1 ambapo akishidwa kuendelea dhambi atamiba siku 14 akibindwa siku hizo kutekereza alioambiwa atakuwa amevunja mkataba

Mwana sheria alishauri kuwa mwekezaji awe anataa mscada kwa jaji anayzunguka shamba

Wanachama na jami mazyunguka shamba itakivhe inaenda mipaka hivamiwe na vyote

Mwenzaji awaruhusu wajumbe wa bodi kigite shamba kwa kuingalia kazi zote zilizo

kodi ya arifi kodi ya arifi italipwa na chama

Shamba halitohuswi kuelewa ili sitana ya mikopo wa aina yoyote mwanisharia alitendelea  
kusema kwa mamba mengine mengi yatakuwa kweny mstatu

Atasimari ya wanachama

Wamabubalana shamba lwekezwe kwa mawazaji mipatikani ambaye ni James Pwani

**KUFUNGA MKUTANO**

Mkutano umefungwa kama kiti kwa kowidhoni wageni wawaka wa jumbe wabodi wanachama  
kwanawazo yab mizuri na kwa sili hufongozwa na njumbe

*ny*  
P. S. S. S.  
M. K. K.



*ny*  
A. M. M.  
K. K. K.

JINA LA MWANACHAMA			SANI
1	WILFRED E KWEKA	L/MROOMA	<del>...</del>
2	MAMMUDA JUMA	L/MROOMA	<del>...</del>
3	TAKAMU E MUSA	" "	<del>...</del>
4	GASPAR M. MUSA	" "	<del>...</del>
5	NDOMINGO H. KIMBA	L/MROOMA	<del>...</del>
6	BARBARA S. MIMARI	MARISTIA	<del>...</del>
7	EDU VARELA A. SUI	MUNIRA	<del>...</del>
8	TERECIA A. UGALI	KYUWA	<del>...</del>
9	ELICANTE J. JAMBO	KYUWA	<del>...</del>
10	BRADSON A. MUMBE	KYUWA	<del>...</del>
11	ALLEN J. MUMBE	KYUWA	<del>...</del>
12	ISSA A. KWEKA	L/MROOMA	<del>...</del>
13	RUSCH H. MASALWE	MARUKEN	<del>...</del>
14	JIMBA E. UGALI	ISUKI	<del>...</del>
15	ANAMWIKIRA SANE	MROOMA	<del>...</del>
16	PERO L. MUMBE	KYUWA	<del>...</del>
17	JULIUS N. MUMBE	KYUWA	<del>...</del>
18	Anderson L. MUMBE	KYUWA	<del>...</del>
19	LIKINA - R. MIMARI	KYUWA	<del>...</del>
20	GEORGE G. MUMBE	ISUKI	<del>...</del>
21	Joseph E. Makore	L/MROOMA	<del>...</del>
22	CHRISTOPHER H. UGALI	ISUKI	<del>...</del>
23	MUSA J. MUMBE	L/MROOMA	<del>...</del>
24	KUDUSO C. SUI	L/MROOMA	<del>...</del>
25	FATSON D. MUMBE	MUNIRA	<del>...</del>
26	JACETH W. MUMBE	MUMBE	<del>...</del>
27	ROSS C. MUMBE	MUMBE	<del>...</del>
28	ANDREA P. SUI	KYUWA	<del>...</del>
29	SAMSON L. MUMBE	KYUWA	<del>...</del>
30	MUMBE K. KIMBA	ISUKI	<del>...</del>

JINA LA MWANACHAMA			SANI
30	INDIANDUNI E. LERA	MARUKOY	[Signature]
31	ISACK J. KIMARO		[Signature]
32	IRENE E. MUNDO	KYUU	[Signature]
33	SALWA S. MUSA	KYUU	[Signature]
34	TEGEMEN MUSA	MUNDO	[Signature]
35	ELWAHA TITO MUMISI	MUNDO	[Signature]
36	JOHN J. GUA	MUNDO	[Signature]
37	ELIADIANA I LERA	MUNDO	[Signature]
38	RUBEN L. LERA	MUNDO	[Signature]
39	WILLIAM ELWAHA	MUNDO	[Signature]
40	RICHARD I. MUNDO	KYUU	[Signature]
41	RUBEN I. MUNDO	KYUU	[Signature]
42	KUSIAJE L. LERA	KYUU	[Signature]
43	AMIEL J. MUNDO	KYUU	[Signature]
44	KOPE J. MUNDO	KYUU	[Signature]
45	ASANTWA A. LERA	KYUU	[Signature]
46	JAMES E. MUNDO	MUNDO	[Signature]
47	EPHRAIM E. MUNDO	MUNDO	[Signature]
48	ELIADIANA E. LERA	MUNDO	[Signature]
49	PHILIP A. MUNDO	MUNDO	[Signature]
50	MUNDO A. MUNDO	MUNDO	[Signature]
51	WILSON A. MUNDO	MUNDO	[Signature]
52	STEFANO H. MUNDO	MUNDO	[Signature]
53	ANDREW S. MUNDO	MUNDO	[Signature]
54	WILSON S. MUNDO	MUNDO	[Signature]
55	STEFANO S. MUNDO	MUNDO	[Signature]
56	RUBEN S. MUNDO	MUNDO	[Signature]
57	ANDREW S. MUNDO	MUNDO	[Signature]

SINA LA	WANACHAMA	CHAMA ADEWE	SAMI
1	RUSI E. MURIO	MARUKENI	Haru
2	RASHID - S. KIMARO	LEWA KINNA	Haru
3	BASTIN MUMBA	KINNA	Haru
4	GABRIEL A. MUYIGI	SHAMBALE	Haru
5	ANDREW MURIO	MARUKENI	Business
6	DEBEN - C. SINDO	NGUNI	Haru
7	ELIASSA E. KIMARO	LEWA KINNA	Haru
8	ELIASSA S. KWEKA	MURUKENI	Haru
9	SIFALINE K. MAREGE	MURUKENI	Haru
10	PETER I. SWAI	MURUKENI	Haru
11	SHAMBALE A. LEWA	NGUNI	Haru
12	KILAGE A. KIMARO	NGUNI	Haru
13	BRAYSON S. NGUNDA	MARUKENI	Haru
14	LORDSON A. MURIO	MURUKENI	Haru
15	ETIASSIMBO E. SWAI	KINNA	Haru
16	ARISARIA H. NGUNDA	NGUNI	Ngunda
17	VERONICA G. LEWA	FERDINAND	Haru
18	AKAUNISIA J. LEWA	ACE NGUNI	Haru
19	UPENDO B. MASARIE	NGUNI	Haru
20	REGINALD A. MASARIE	NGUNI	Haru
21	TERLA M. MURUKENI	NGUNI	Haru
22	LEWIS E. MURIO	NGUNI	Haru
23	LILIAN E. NELISI	MURUKENI	Haru
24	ELIMARIA E. MASARIE	MURUKENI	Haru
25	ETA FERDINAND	MURUKENI	Haru

MKUTANO MWA MAALUMU WA MWANACHAMA LEMBAKUNA 29/11/20

JINA LA	MWANACHAMA	CHINA ALIHOFA	GAINI
54	Philipo E Suta	Kijana	B
55	Oscar	Kijana	B
56	Mwasi	Kijana	B
57	Nashia	Kijana	B
58	Isaac	Kijana	B
59	Amila	Kijana	B
90			

**MACJARO LIMITED**

P.O. Box 302  
MORU - TANZANIA

The Chairman,  
LEMMISMA Cooperative Joint Venture  
P. O. Box 1404,  
Moru, Kilimanjaro  
TANZANIA

18/10/2019

Dear Sir,

**RE-LEASE OF NKWASSIRA ESTATE**

This letter serves to request the Board of LEMMISMA Cooperative Joint Venture Ltd for their consideration to be given in our respect to enter into Lease agreement for the piece of land measuring 309 acres and known as Nkwassira Estate (comprising Mochewe Estate and Nkwassira Estate) situated in HAI District, Kilimanjaro.

The Shareholders of Macjaro Ltd are Sir James Powell and Pann's Farms Ltd.

James Powell have been residing in Tanzania for 15 years and own the tenant of Mochewe Coffee Estate in HAI District. At Mochewe we grow 40 hectares of Coffee and 80 hectares of Macadamia and pineapples, should they be required, can be requested from Mwanza Milk ANCOs. We are experienced and dedicated farmers.

Pann's Farms Ltd is represented by Guillaume Moutard, a French national whose experience is in raising funds for and managing agricultural startup companies around the world.

Our intention would be to grow Coffee, Macadamia, Vanilla and will be carrying out trials on Avocado and Banana on Nkwassira Estate. Other seasonal cash crops will also be considered.

We wish for our request to be given fair consideration.

Yours Sincerely



Sir James Powell  
Managing Director  
Macjaro Ltd



# MACIARO LIMITED

P.O. Box 181,  
MOSHI - TANZANIA

Extract from the minutes of the meetings of the Board of Directors of MACIARO LIMITED duly convened at which a proper Quorum was present, held on 28 October 2019 at the registered office of the company at Mivaha Estates, Farm 20771A, Ilal District, Kilimanjaro.

## PRESENT

JAMES POWELL – Managing Director and in the Chair

ELIZABETH POWELL – Director/ Secretary

## CONSTITUTION

James Powell was in the Chair and declared the meeting to be duly convened and constituted for the conduct of business.

## RESOLUTIONS

- (i) The Directors of MACIARO LIMITED agreed that its Chairman, Mr James Powell should proceed with negotiations with the Board of LIMUSIKONA JOINT ENTERPRISE LTD to acquire the lease of Mivaha Estates and Newvira Estates, both situated in the District of Ilal, Kilimanjaro Region

There being no further business the meeting terminated at 11.30hrs



Managing Director / Chairman

James Powell



Director / Secretary

Elizabeth Powell



TANZANIA



Certificate of Incorporation

Section 15

No 139482

I HEREBY CERTIFY THAT

**MACJARO LIMITED**

is this day incorporated under the Companies Act, 2002 and that the Company is Limited.

Given under my hand at Dar es salaam

this 21ST day of NOVEMBER

**TWO THOUSAND AND SEVENTEEN.**

29/11/2017

*Prime. Asst. Registrar of Companies*

CIN 2539748



# TANZANIA REVENUE AUTHORITY

## CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 23 OF THE TAX ADMINISTRATION ACT 2011)

### THIS IS TO CERTIFY THAT

**MACJARO LIMITED**

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY  
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

**137-061-007**

WITH EFFECT FROM: 11 July 2018

TRA LOCATION: KILIMANJARO

TAX OFFICE: HW

PHYSICAL LOCATION: PLOT No. 371/A

STREET / AREA: MBOSHO

OFFICIAL SEAL

ELEANORE MWANUZIWA

COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THE ADDRESSEES SHOULD CHECK WHICH THIS CERTIFICATE IS ISSUED AND STATED ON IT

THE COMPANIES ACT, 2002

---

COMPANY LIMITED BY SHARES

---

Memorandum

And

Articles of Association

Of

MACJARO LIMITED

---

Incorporated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

---

Drawn by: -  
MR. JAMES RICHARD POWELL  
SUBSCRIBER  
P.O. BOX 282  
MOSHI  
TANZANIA

TANZANIA  
Stamp No. 20001  
PART OF ORIGINAL  
Stamp No. 20001

THE COMPANIES ACT, 2002

MEMORANDUM OF ASSOCIATION

OF

MACJARO LIMITED

TANZANIA  
Stamp No. 20001  
Stamp No. 20001

1. The name of the Company is "MACJARO LIMITED"

2. The Registered office of the Company will be situated in Tanzania.

3. The objects for which the Company is established are: -

- (a) To cultivate any estates, farms, lands and properties and to develop the resources of the same by clearing, clearing, planting, pasturing, waterdrilling, contouring, irrigation, landscaping, green housing, and land reclamation and to engage in the business of agro-industry, including the production and marketing of all types of nurseries, flowers, plants, coffee, tea, cotton, nuts, any or all types of commercial crops and aquatic vegetables and fruits, as well as all, every or any similar commodity, agriculture, floriculture, horticulture, hydroponics, alliciums, wine-growing animal husbandry, improving all types of seeds and processing organic manures, as well as any business connected with or incidental to production from land.
- (b) To carry on the business of planters and growers of all kinds of nurseries and cacti and commercial crops, flowers, fruits and vegetables both in small and large scale for local and export.
- (c) To establish and operate institute and training centre for organic agriculture and training personnel in all respect of farming activities.
- (d) To provide consultancy services in relation to all agricultural activities.
- (e) To import, export, sell, market, store, transport, pack, process, preserve and generally deal in all manners possible with agricultural and food products, agricultural commodities and agricultural inputs, chemicals, machinery, equipment, fixtures and necessities of all kinds and descriptions and to act as promoters, agents, and salesmen of the producers and manufacturers of the same.
- (f) To carry on the business of importers, exporters, manufacturers and dealers in all kinds of mercantile goods.
- (g) To carry on the business of general merchants and traders and to buy, sell, manufacture, import, export and deal in goods, both wholesale and retail, merchandise and produce of all kinds and for such purposes to open and keep shops, stores and warehouses and to do all such things either as principal or as agents.

29/01/2014

- (f) To carry on the business of importers, exporters, retailers, wholesalers, dealers, sellers, market, store, warehouse, pack and preserve fresh fruits, vegetables, flowers and nuts.
- (g) To carry on the business of auctioneers, house agents, land and estate agents, surveyors, appraisers, valuers, brokers, commission agents, financial agents, insurance dealing and forwarding, tourists, travel, commercial and general agents, and to purchase or otherwise acquire, and to sell, let or otherwise dispose of and deal in real and personal property of every description.
- (h) To acquire, purchase or take over, promote, construct, establish and carry on the business of hotels, restaurant, bar, café, motel, holiday camping, safari lodges, tour operations, hire of vehicles, mountain climbing and other safari operators, boat tours and fishing, carriers of passengers and goods, solvent and handcraft shop and to carry on any other business which the Directors of the Company may deem fit in respect of tourist industry.
- (i) To carry on business of restaurant, caterers, refreshment contractors, bakers, confectioners, butchers, grocers, poultry, wine, spirit and provision merchants and to carry on any other business which the Directors of the Company may deem fit.
- (j) To acquire, purchase or take over, promote, construct, establish and carry on the business of hotels, restaurant, bar, café, motel, holiday camping, safari lodges, tour operators, mountain climbing and other safari operators, Boat Tours and fishing, solvent and handcraft shop and to carry on any other business which the Directors of the Company may deem fit.
- (k) To import, export, sell, market, store, warehouse, pack, process preserve and generally deal in all manner possible with agricultural and food products, agricultural commodities and agricultural tools, chemicals, machinery, equipment, requisites and necessaries of all kinds and descriptions and to act as promoters, agents, and salesmen of the producers and manufacturers of the same.
- (l) To carry on business as distributors of wines and spirits, mineral and aerated water, juice, beer, soft and hard drinks and other liquids of every description.
- (m) To develop and use to account any land acquired by or in which the Company has interest and particularly by laying out and preparing the same for building purposes, constructing, altering, pulling down, decaying, maintaining, furnishing, filling up and improving buildings and planting, paving, draining, farming, cultivating, letting or building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with holders, tenants and other.
- (n) To enter into any arrangements with any Government or authorities supreme, municipal, local or otherwise, that may seem conducive to the company's objects.

- or any of them, and to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (g) To obtain any provision, Order, Ordinance or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (h) To procure the company to be registered, incorporated or otherwise constituted if necessary or advisable according to the law of any foreign country.
- (i) To sell, transfer, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the company.
- (j) To amalgamate or enter into partnership or any agreement whether perpetual or terminable, for sharing profits, union of interest, joint adventure, reciprocal concessions or co-operation with any persons, firm, society, association or group of persons (carrying on or engaged in or about to carry in the case of a company) limited to carry on or engage in any business or transaction within the objects of this Company or any business transaction or course of action which may seem to the Company capable of being conducted so as directly or indirectly to benefit the company or to prevent or minimise apprehended loss, damage or cost to the Company or to such person, firm, society, association or group of person, purchase, subscribe for or otherwise acquire and hold shares (fully or partly paid up) or stock in or securities of, or to lend money, to guarantee the contracts of subsidiaries or otherwise deal with such person, firm, society, association or group of persons, and to sell, hold, re-issue with or without guarantee or otherwise deal with such shares, stock or securities.
- (k) To sell exchange let, develop, dispose of, transfer or otherwise deal with the undertaking of the company or any part thereof upon such terms and for such consideration as the company may think fit.
- (l) To improve, manage, develop, exchange, mortgage, let, do rent or in consideration of a share of profits, either in money or kind or otherwise grant, licence, leasehold and other rights of and over and in any manner dispose of, turn to profit or deal with all or any part of the property and rights of the company.
- (m) To establish, promote and otherwise assist any company or companies for the purpose of acquiring all or any part of the property of furthering any of the objects of this company.
- (n) To issue or guarantee the issue of, or the payment of, interest on the shares, debentures, convertible stock or other securities or obligations of any company.
- (o) To invest the moneys of the company not immediately required in such manner, other than in the shares of this company, as may from time to time be determined.

- (50) To lend and advance money or give credits to such persons and on such terms as may be deemed expedient and in particular to customers and others having dealings with the company and to give guarantees or become surety for any such person.
- (51) To rise or borrow money or to secure the payment of money and of any interest thereon in such manner and on such terms as may be deemed expedient, and in particular by the issue at par or at a premium or discount of debentures or debenture stock either perpetual or terminable, or by bonds, mortgages or any other form of security over or upon all or any of the undertaking, property or rights of the company both present and future including its uncalled capital, or without any such security.
- (52) To receive money on deposit with or without allowance of interest thereon.
- (53) To join with any other company or companies in the issue of a joint debenture or joint debentures, to secure the performance of any of the joint or several obligations of this company and all or any such other companies.
- (54) To accept stock or shares in or the debentures, mortgage debentures or other securities of any other company in payment for any services rendered or for any work made to or done owing from any such company.
- (55) To draw, accept and make and to endorse, discount and negotiate bills of exchange, promissory notes and other negotiable instruments.
- (56) To establish agencies and local boards in Tanzania and elsewhere, and to regulate and discipline the same.
- (57) To seek for and secure openings for the employment of capital in any part of the world, and with a view thereto to prospect, inquire, examine, explore and test and to employ and to despatch expeditions, commissioners, experts and other agents.
- (58) To acquire from any sovereign state or authority supreme local or otherwise any concessions, grants, decrees, rights or privileges whatsoever which may seem to the company capable of being turned to account and to work, develop, carry out, exercise and turn to account the same.
- (59) To procure the company to be registered or recognised in any foreign country or place.
- (60) To carry on the business of financiers in all their branches and departments, including the borrowing, raising or taking up of money, the lending or advancing of money, securities and property, the discounting, buying, selling and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, certificates, bills and other instruments and securities and issuing letters of credit and circular notes, the buying, selling and dealing in bullion and specie, the acquiring, holding, issuing on commission, underwriting and drawing with stocks, funds, shares, debentures, debenture stock, bonds, obligations,

securities and investment of all kinds, the negotiating of loans and advances, the receiving of money and valuation on deposit or for safe custody of otherwise, the collecting and transmitting of money and securities, the managing of property and transacting of all kinds agency business.

- (kk) To distribute any of the property of the company among the Members in specie, and either by way of dividends or upon and return of capital.
- (ll) To capitalize if and when deemed advisable the whole or part of the undivided profits of the company and/or moneys standing to the credit of the company's reserve fund and to distribute such sum either as bonus or in any other manner and either by way of shares credited as fully paid up or in such other manner as may seem expedient and whether amongst holders of shares in the company or others.
- (mm) To provide for the welfare of persons in the employment of the company or formerly in the employment of the company, or its predecessors business, and the wives, widows, and families of such persons by grants of moneys, pensions or other payments and by providing or subscribing towards places of instruction and recreation, and hospitals, dispensaries, medical and other attendance and other assistance as the company shall think fit.
- (nn) To lend, subscribe to and otherwise aid, employment, religious, scientific, national, charitable or other institutions or objects of a public character or other which have any assets or other claims to support or aid by the company by reason of the nature or locality of its operations or otherwise.
- (oo) To carry on, develop, extend and turn to account any trade business or operation whatsoever which can, in the opinion of the company be advantageously or conveniently carried on by the company by way of extension of or in connection with all or any of the trade, business and operations which the company is authorized to carry on, or is calculated directly or indirectly to develop any branch of the company's business or to increase the value of or turn to account any of the company's assets, property and rights.
- (pp) To do all or any of the matters hereby authorized in any part of the world either alone or in conjunction with or as, by or through factors, trustees or agents.
- (qq) General to do all such other things as the Company deem incidental or conducive to the attainment of the above objects or any of them and to carry on any other business which may seem to the company capable of being conveniently carried on in connection with its business or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

AND IT IS HEREBY DECLARED THAT in the interpretation of this clause the powers conferred upon the company by any paragraph shall not be restricted by reference to any other paragraph or to the name of the company or by the juxtaposition of two or more objects, nor shall any of the aforesaid objects or powers be deemed subsidiary or auxiliary merely to the objects mentioned in the first or any other paragraph, save as is expressly provided, but so that the company shall have full power to exercise all or any of the powers contained by any part of this clause in any part of the world, and in the event of any ambiguity this clause and every paragraph hereof shall be construed in such a way as to widen and not to restrict the powers of the company.

4. The liability of the Members is limited.

5. The share capital of the Company is Tanzania Shillings One billion (T.Shs. 1,000,000,000/-) divided into One hundred Thousand (100,000) Shares of Tanzania Shillings Ten Thousands (T.Shs. 10,000/-) each.

We, the persons whose names and addresses are subscribed, and desire to be formed into a company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

No.	NAMES AND ADDRESSES OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURES OF SUBSCRIBERS
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1.	MBOSHO COFFEE COMPANY LIMITED P.O. BOX 282 MOSHI TANZANIA	100	
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MRS. ELIZABETH ANNE OSADON  
DIRECTOR



2.	JAMES RICHARD POWELL P. O. BOX 282 MOSHI TANZANIA	50	<i>[Signature]</i>
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Total shares taken		<u>150</u>	
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Dated the 20<sup>th</sup> Day of October 2017

Witness to the above Signatures:-

*[Signature]*  
**Melibook M. Sadiq CPA FTA**  
 Certified Public Accountant in  
 Public Practice  
 P. O. Box 622, MOSHI

TANZANIA  
 PAYD ON ORIGINAL  
 Receipt No. 205521  
 21/03/2017

THE COMPANIES ACT, 1992  
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

MAGJARO LIMITED

INTERPRETATION

TANZANIA  
 PAYD ON ORIGINAL  
 Receipt No. 205521  
 21/03/2017

1. In these Regulations:

- "The Act" Means the Companies Act.
- "The Articles" Means the Articles of the Company.
- "Clear Days" In relation to the period of a notice means that period excluding the day when the notice is given or on which it is to take effect.
- "The Holder" In relation to shares means the member whose name is entered in the register of members as the holder of the shares.
- "The Seal" Means the common seal of the Company.
- "Secretary" Means the secretary of the Company or any person appointed to perform the duties of the secretary of the Company.

Expressions referred to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Regulations shall bear the same meaning as in the Act or any Statutory Modification thereof in force at the date at which these Regulations become binding on the Company.

Regulations contained in Part 1 of Table A shall apply save for regulation 22.

PRIVATE COMPANY

Accordingly,  
 filed in manual hereinafter prescribed.

Company is limited to fifty as further provided for in

10. Evid.  
 such as  
 shares of a  
 of any class.

subscribe for any shares or debenture of the public is  
 a power to issue share warrants to bearer.

## SHARE CAPITAL AND VARIATION OF RIGHT

4. Subject to the provisions of the Act, and without prejudice to any rights attached to any existing shares, any shares may be issued with such rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may by ordinary resolution determine.
5. Subject to the provisions of section 49 of the Act, any shares may, with the sanction of an ordinary resolution, be issued on the same terms that they are, or at the option of the Company are liable, to be redeemed or such terms and in such manner as the Company before the issue of the shares may by special resolution determine.
6. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the company is being wound up, be varied with the consent in writing of the holders of one-fourth of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. In every such separate general meeting the provisions of these Regulations relating to general meetings shall apply, but so that the necessary quorum shall be two persons in legal holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.
7. The rights conferred upon the holders of the shares of any class shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
8. The company may exercise the power of paying commissions conferred by section 50 of the Act. Subject to the provisions of that Act, such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.
9. Except as required by the law to give in shall be recognized by the company as holding any share upon any trust and the company shall not be bound by or be compelled in any way to recognize (even after having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except as otherwise provided by the articles or by law) any other rights or interests in respect of any share except an absolute beneficial interest thereof in the registered holder.

## SHARE CERTIFICATES

10. Every member, upon receiving the holder of any shares, shall be entitled without payment to receive within a reasonable time after allotment or lodgment of transfer (or within such other period as the directors of issue shall provide) one certificate for all the shares of each class held by him. Upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each

for one or more of the shares upon payment for every certificate after the first such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid thereon. In respect of a share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one joint holder shall be sufficient delivery to all joint holders.

11. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of expenses reasonably incurred by the company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

#### LIEN

12. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, but the directors may at any time decide any share to be wholly or in part exempt from provisions of this regulation. The Company's lien, if any, on a share shall extend to any amounts payable in respect of it.
13. The Company may sell, in such manner as the directors determine, any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after a notice in writing has been given to the holder of the share, or the person entitled thereto by reason of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
14. To give effect to any such sale the directors may authorise some person to transfer the shares sold to, or in accordance with the directions of, the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in the reference to the sale.
15. The net proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as presently payable, and the residue, if any, shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares, at the date of the sale.

#### CALLS ON SHARES

16. Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and not by the completion of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding

call, and each member shall (subject to receiving at least fourteen clear days notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by installments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

17. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
18. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
19. If a call remains unpaid after it has become due and payable, the person from whom the sum is due shall pay interest on the amount unpaid from the day it became due and payable to the time of actual payment at the rate fixed by the terms of allotment of the share or, if no rate is fixed, at a rate not exceeding five percent per annum as the directors may determine, but the directors may waive payment of such interest wholly or in part.
20. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call, and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call.
21. Subject to the terms of allotment, the directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
22. The directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys so-called and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become payable) any interest at such rate not exceeding (unless the company in general meeting shall otherwise direct) six per cent per annum, as may be agreed upon between the directors and the members paying such sum in advance.

## TRANSFER OF SHARES

23. The instrument of transfer of any share shall be in any usual form or any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid up, by or on behalf of the transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
24. The directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is fully paid share.

25. If the directors refuse to register a transfer they shall within sixty days after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
26. The registration of transfers of shares or any transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.
27. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting title to any share.

#### TRANSMISSION OF SHARES

28. In case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the personal representatives of the deceased where he was a sole holder or the only survivor of joint holders, shall be the only persons recognized by the company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
29. A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may properly be required by the directors and subject as hereinafter provided, either elect by notice to the company to be registered as holder of the share, or elect to have some person nominated by him registered as the transferee in which case he shall execute the appropriate instrument of transfer. All the articles relating to the right to transfer of shares shall apply to any such notice or transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
30. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall have the rights to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company.

#### ALTERATION OF CAPITAL

31. If a call remains unpaid after it has become due and payable, the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid, together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with, the shares in respect of which the call was made will be liable to be forfeited.
32. If the notice is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited share and not paid before the forfeiture.

33. Subject to the provisions of this Act, a forfeited share may be sold, re-allocated or otherwise disposed of on such terms and in such manner as the directors, determining either to the person who was before the forfeiture the holder or to any other person, and at any time before a sale, re- allotment or other disposition the forfeiture may be cancelled on such terms as directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person, the directors may authorise some person to execute an instrument of transfer of the share in question.
34. A person any of whose shares have been forfeited shall cease to be a member in respect of the forfeited shares and shall surrender to the company for cancellation the certificate for the shares forfeited, but shall remain liable to the company for all moneys which, at the date of forfeiture, were payable by him to the company in respect of the shares, but his liability shall cease if and when the company shall have received payment in full of all such moneys in respect of the shares, but the directors may waive payment wholly or in part of amounts payable without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
35. A statutory declaration by a director or the secretary that a share has been forfeited on a date stated in the declaration shall be conclusive evidence of the facts stated therein as against all persons claiming to be entitled to the share, and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share, and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity or invalidity of the proceedings in reference to the forfeiture or disposal of the share.
36. The company may by ordinary resolution:
- increase its share capital by new shares of such amount, as the resolution prescribes;
  - consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - Subject to the provisions of section 85(1)(d) of the Act, sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum of association;
  - Cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
37. Whenever as a result of a consolidation of shares any member, would become entitled to backing of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including subject to the provisions of this Act, the company) and distribute the net proceeds of sale in due proportions among those members, and the directors may authorise some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the share be affected by any irregularity in, or invalidity of the proceedings in reference to the sale.

38. Subject to the provisions of the Act, the company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any way.
39. The company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one annual general meeting of the company and that of the next.
40. All general meetings other than annual general meetings shall be called extraordinary general meetings.
41. The directors may, whenever they think fit, call an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisitions, or, in default, may be convened by such requisitionists, as provided by section 134 of the Act. If at any time there are not within the Territory sufficient directors to call the meeting, any director or any two members of the company may call the meeting in the same manner as nearly as possible, that in which meetings may be convened by the directors.

#### NOTICE OF GENERAL MEETINGS

42. Every general meeting shall be called by twenty-one clear days notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business and, in the case of an annual general meeting, shall specify the meeting as such:
- Provided that a meeting of the company may be called by shorter notice if it is so agreed:
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.
43. Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors. The accidental omissions to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

44. No business shall be deemed special that is transacted at an extra ordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, and the reports of the

directors and auditors, the election of directors in the place of those retiring and the appointment of, and the fixing of the remuneration of the auditors.

45. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Two persons entitled to vote on the business to be transacted, each being a member or a proxy for a member of a duly authorized representative of a corporation, shall be a quorum.
46. If within half an hour from the time appointed for meeting a quorum is not present, or if during the course of a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day of such other time and place as the directors may determine.
47. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the general meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the directors present shall elect one of their number to be chairman of the meeting and, if there is only one director present and willing to act, he shall be chairman.
48. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.
49. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at a general meeting and at any separate meeting of the holders of any class of shares in the company.
50. The chairman may, with the consent of any meeting at which quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days and the general nature of the business to be transacted at an adjourned meeting.
51. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands demanded):
- By the chairman; or
  - By at least two members having the right to vote at the meeting; or
  - By a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
  - By a member or members holding shares conferring a right to vote at the meeting being shares on which all aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

and a demand by a person as proxy for a member shall be the same as a demand by the member.

52. Unless a poll be so demanded, a decision by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be evidence of that fact.
53. The demand for a poll may, before the poll is taken, be withdrawn.
54. Except as provided in article 54, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
55. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
56. A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time not being more than sixty days after the poll is demanded as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be transacted with pending the taking of the poll.
57. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall have effect as if it had been passed at a general meeting duly convened and held, and may consist of several instruments in the like form each executed by or on behalf of one or more members.

#### VOTES OF MEMBERS

58. Subject to any rights or restrictions attached to any share or class or classes of shares on a show of hands every member (being an individual) present in person or (being a corporation) present by a duly authorised representative, not being himself a member entitled to vote, and on a poll every member shall have one vote for each share of which he is the holder.
59. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be counted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.
60. A member in respect of whose shares a manager has been appointed under section 2 of the Companies (Directors' Disqualification) Act, 1984, may vote, whether on a show of hands or on a poll by his manager, and any such manager may, on a poll, vote by proxy.

61. No member shall be entitled to vote at a general meeting or at a separate meeting of the holders of any class of shares in the company unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
62. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
63. On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
64. The instrument appointing proxy shall be in writing executed by or on behalf of the appointor or of his attorney duly authorized in writing, or, if the appointor is a corporation, either signed seal, or under the hand of an officer or attorney duly authorized. A proxy need not be a member of the company.
65. The instrument appointing a proxy and any authority under which it is executed a copy of that authority certified notarijly or in such other manner as approved by the directors shall be deposited at the registered office of the company or at such other place within the Territory as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
66. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

**MAQUINDO LIMITED**

I, the \_\_\_\_\_ of \_\_\_\_\_ being \_\_\_\_\_ a  
 Member/members of the above named company, hereby appoint \_\_\_\_\_  
 of \_\_\_\_\_ or failing him \_\_\_\_\_ of \_\_\_\_\_  
 as my/our proxy to vote for me/us on my/our behalf at the (annual or extraordinary, as the  
 case may be) general meeting of the Company to be held on the \_\_\_\_\_  
 day of \_\_\_\_\_ and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

67. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

## MACJARD LIMITED

I/We \_\_\_\_\_ of \_\_\_\_\_ being \_\_\_\_\_  
 a Member/members of the above named company, hereby appoint \_\_\_\_\_  
 of \_\_\_\_\_ or failing him, \_\_\_\_\_  
 of \_\_\_\_\_ as my/our proxy to vote for me/us on my/our behalf at the  
 (annual or extraordinary, as the case may be) general meeting of the company to be held  
 on the \_\_\_\_\_ day of \_\_\_\_\_, and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

This form is to be used in favour of/against resolutions (12/3 etc.). Unless otherwise indicated, the proxy will vote as he thinks fit or abstain from voting.

68. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
69. A vote given in accordance with the terms of an instrument of proxy, or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination was received by the company at its registered office (or at such other place at which the instrument or proxy was duly deposited) before the commencement of the meeting or adjourned meeting at which the proxy is used.

### CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

70. Any corporation which is a member of the company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the company or of any class of members of the company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the company.

### DIRECTORS

71. (i) Unless and until otherwise determined by the company by Ordinary Resolution the number of Directors (excluding Alternate Directors) shall not be less than two and not more than ten.
- (ii) The names of the First Directors of the Company shall be:
1. JAMES RICHARD POWELL
  2. ELIZABETH ANNE DEACON

72. The shareholding qualification for Directors may be fixed by the company in general meeting, and unless and until so fixed no qualification shall be required.

## POWERS AND DUTIES OF DIRECTORS

73. Subject to the provisions of the Act, the Memorandum and the articles and to any directions given by special resolution, the business of the company shall be managed by the directors, who may exercise all the powers of the company. No alteration of the memorandum or articles and no action of the directors shall invalidate any prior act of the directors which would otherwise have been valid. The powers given by this article shall not be limited by any special power given to the directors by the articles and meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
74. The directors may by power of attorney appoint any person to be the attorney or agent of the company for such purposes and on such conditions as they determine, including authority for the attorney or agent to delegate all or any of his powers.
75. The directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party.
76. The company may exclude the powers conferred upon the company by sections 124 to 127 of the Act with regard to the keeping of a branch register, and the directors may (subject to the provisions of those sections) make and vary such regulations as they may think fit respecting the keeping of any such register.

## DIRECTOR'S APPOINTMENTS AND INTERESTS

77. The directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director, but without prejudice to any claim to damages for breach of the contract of service between the director and the company. A managing director and a director holding any other executive office shall not be subject to retirement by rotation.
78. A director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the company shall declare the nature of his interest at a meeting of the directors in accordance with section 208 of the Act.
79. Subject to the provisions for the Act, and provided that he has declared to the directors the nature and extent of any material interest of his, a director notwithstanding his office—
- (a) may be a party to, or otherwise interested in, any transaction or arrangements with the company or in which the company is otherwise interested;

- (b) May be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in any body corporate promoted by the company or in which the company may be interested;
- (c) Shall not, by reason of his office, be accountable to the company for any benefits which he derives from any such office or employment remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company unless the company otherwise directs.

Provided that nothing herein contained shall authorise a director or his firm to act as auditor to the company.

80. For the purpose of articles 70 and 77 –

- (a) A general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in such transaction of the nature and extent specified and
- (b) An interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.
81. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed in such manner as the directors shall from time to time by resolution determine.

#### MINUTES

82. The directors shall cause minutes to be made in book kept for the purpose –

- (a) Of all appointments of officers made by the directors;
- (b) Of the names of the directors present at each meeting of the directors and of any committees of the directors;
- (c) Of all resolutions and proceedings at all meetings of the company, of the holders of any class of shares in the company, and of the directors, and of committees of directors.

#### REMUNERATION AND EXPENSES; GRATUITIES AND PENSIONS

83. The remuneration of the directors shall be determined by ordinary resolution of the company and, unless the resolution otherwise provides, such remuneration shall be deemed to accrue from day to day. The directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending an returning from meetings of the directors or any committee of the directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the company or otherwise in connection with business of the company.

84. The directors in behalf of the company may pay a gratuity or pension or allowance on retirement to any director who has held any other salaries office or place of profit with the company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

85. The office of director shall be vacant if the director—
- (a) Ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
  - (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (c) Becomes of unsound mind; or
  - (d) Resigns his office by notice in writing to the company; or
  - (e) Shall for more than six consecutive months have been absent without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

86. The company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or to be an additional director.
87. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the total number of directors does not exceed the number fixed by or in accordance with these articles. A director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election.
88. The company may by ordinary resolution, of which special notice has been given in accordance with section 144 of the Act, remove any director before the expiration of his period of office notwithstanding anything in these articles or in any agreement between the company and the director. Such removal shall be without prejudice to any claim the director may have for damages in breach of any service contract with the company.
89. The company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding regulation, and without prejudice to the powers of the directors under article 85 the company may by ordinary resolution appoint any person to be a director either to fill a vacancy or as additional director.

#### PROCEEDINGS OF DIRECTORS

90. Subject to the provisions of the articles, the directors may regulate their meetings as they think fit. Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall

not be necessary to give notice of a meeting to any director who is absent from Toronto.

61. The quorum necessary for the transaction of the business of the directors may be fixed by the directors and unless so fixed shall be two.
62. The continuing directors may act notwithstanding any vacancy in their number: but, if their number is reduced below the number fixed as the necessary quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
63. The directors may appoint one of their number to be the chairman of the board or director and determine the period of which he is to hold office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if no such chairman is appointed, or if he is unwilling to preside, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.
64. The directors may delegate any of their powers to any committee consisting of one or more directors: any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the directors. Subject to any such regulations, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.
65. All acts done by a meeting of the directors or of a committee of directors or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director, or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and continued to be a director and was entitled to vote.
66. A resolution in writing, signed by all the directors entitled to receive notice of a meeting of the directors, or of a committee of directors, shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of directors duly convened and held, and may consist of several documents in the like form each signed by one or more directors.
67. Save as otherwise provided in the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company. Subject to and in accordance with provisions of the Act, an interest of a person who is connected with a director shall be treated as an interest of the director.
68. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

99. The company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
100. Where proposals are under consideration concerning the appointment of two or more directors of offices or employment with the company or any body corporate in which the company is interested, the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except then concerning his own appointment.
101. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

#### SECRETARY

102. The secretary shall be appointed by the directors for each term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.
103. A provision of the Act or these Regulations requiring or authorising a thing to be done by or to a director and the secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, the secretary.

#### THE SEAL

104. The seal shall only be used by the authority of the directors or of a committee of the directors authorized by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

#### DIVIDENDS AND RESERVE

105. Subject to section 180 of the Act, the company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.
106. Subject to the provisions of the Act, the directors may from time to time pay to the members such interim dividends as appear to the director to be justified by the profits of the company available for distribution.
107. The directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for any purpose to which the profits of the company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the directors may from time to

- time they fit. The directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.
108. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid on the shares in respect of which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
109. Any general meeting declaring a dividend may, upon the recommendation of the directors, direct payment of such dividend wholly or partly by the distribution of assets and, where any effect arises in regard to the distribution, the directors may vary the same, and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of member, and may vest any assets in trustees.
110. Any dividend, interest or other money payable in cash in respect of shares may be paid by cheque sent through the post to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named in the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent, and payment of the cheque shall be a good discharge to the company. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the shares held by them as joint holders.
111. No dividend or other moneys payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share.
112. Any dividend which has remained unpaid for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the company.

#### ACCOUNTS

113. The directors shall cause proper books of accounts to be kept with respect to:-
- (a) All sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place;
  - (b) All sales and purchases of goods by the company; and
  - (c) The assets and liabilities of the company.
- Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the company's affairs and to explain its transactions.
114. The books of account shall be kept at the registered office of the company or subject

to section 151 (4) of the Act, at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.

115. No members shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorized by the directors or by ordinary resolution of the company.
116. The directors shall, in accordance with sections 152, 155 and 159 of the Act, cause to be prepared and to be laid before the company in general meeting such profit and loss accounts, balance sheets, cash flow statements, group accounts (if any) and reports as are referred to in those sections.
117. In accordance with section 153 of the Act, the copy of the company's annual accounts to be laid before the company in general meeting together with a copy of the director's report and the auditor's report shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of, debentures of the company. Provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the company is not aware or to more than one of the joint holders of any shares or debentures.

#### CAPITALISATION OF PROFITS

118. The directors may, with the authority of an ordinary resolution of the company:
- Resolve to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and that such sum be capitalised to the members who would have been entitled to it were distributed by way of dividends and in the same proportions and apply such sum either in or towards paying up any amounts for the time being unpaid on any shares or debentures of the company to be allotted and distributed;
  - Make such provision for the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions and authorise any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively, credited as fully paid up, of any shares or debentures to which they are entitled upon such capitalisation, and any agreement made under such authority shall be effective and binding on all such members.

#### AUDIT

119. Auditors shall be appointed and their duties regulated in accordance with sections 170 to 179 of the Act.

#### NOTICES

120. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of directors needs not to be in writing. The company may give any notice to a member whether personally or by sending it post in a prepaid envelope addressed to the member at his registered address, or by leaving it at that address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing, and posting a letter

containing the notice, and to have been effected at the expiration of (seventy-two) hours after the latter containing the same was posted. A member whose registered address is not within the Tanzania and who gives to the company an address within the Tanzania at which notice may be given, shall be entitled to receive any notice from the company.

121. A notice may be given by the company to the joint holders of a share by giving the notice to the joint holder first named in the register of members in respect of the share.
122. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorized by the articles, addressed to them by name, or by the title of representatives of decedent, or trustee of the bankrupt, or by any like description, at the address, if any, within the Tanzania supplied for the purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.
123. A member present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to have received notice for which it was called.

#### WINDING UP

124. If the company is wound up the liquidator may, with sanction of a special resolution of the company and any other sanction required by the Act divide amongst the members in specie the whole or any part of the assets of the company and may, for that purpose, set such value as he deems fit upon any property to be divided and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members, as the liquidator, with the like sanction, shall determine, but no member shall be compelled to accept any shares or other securities upon which there is a liability.

#### INDEMNITY

125. Subject to the provisions of the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 481 of the Act in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.

No.	NAMES AND ADDRESSES OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURES OF SUBSCRIBERS
-----	------------------------------------	---	---------------------------

1.	MBO SHO COFFEE COMPANY LIMITED P.O. BOX 262 MOSHI TANZANIA	100	
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MRS. ELIZABETH ANNE DEACON  
DIRECTOR



2.	JAMES RICHARD POWELL P. O. BOX 212 MOSHI TANZANIA	50	<i>[Signature]</i>
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Total shares taken		150	
--------------------	--	-----	--

Dated the 28<sup>th</sup> Day of October 2017

Witness to the above Signatures: -

*[Signature]*  
**Mikhoob M. Sadiq CPA, FTA**  
 Chartered Public Accountant in  
 Public Practice  
 P. O. Box 172, MOSHI

**LEASE AGREEMENT FOR THE GROWING OF COFFEE,  
MACADAMIA AND OTHER CASH CROPS ON MSESEWE  
ESTATES**

**BETWEEN**

**LEMMKINNA JOINT ENTERPRISES LIMITED**

**AND**

**MACJARO LTD**

Drafted by:

Adv. Engelbert Boniface (Esq.)

P.O. Box 27  
Hill - Kilmorley

*Handwritten signature*

*Handwritten mark*

*Handwritten mark*

**LEASE AGREEMENT**

This lease agreement has been entered today on the 01 day of July 2020

**BETWEEN**

**LEMMKINNA JOINT ENTERPRISE LIMITED** of P.O. BOX 1494, MOSHI-KILIMANJARO being a registered Cooperative Society under The Cooperative Societies Act No.1 of 2013 the same being registered with Registration Number 2552 (Hereinafter referred to as **THE LESSOR**) which expression, in so far as the context admits, includes assigns, representatives, heirs and successors in title on one hand,

**AND**

**MACJARO LIMITED** of P.O. Box 282, Moshi-Tanzania and a duly registered limited company under the Companies Act, Cap 212 R.E 2002. Certificate of Incorporation No: 10345. Date of incorporation 21/11/2017 (Hereinafter be referred to as **THE LESSEE**) which expression, in so far as the context admits, includes assigns, representative, heirs and successors in title on the other hand.

**RECITALS:**

**WHEREAS:** the Lessor, being the registered proprietor of the right of occupancy and or title deeds for the Properties in the Leased Land is desirous of leasing the Properties as a viable economic activity and to encourage personnel capacity building;

**WHEREAS:** the Lessor being a registered proprietor of the Properties through its powers invested in the Board of Directors of the Lessor has hereto agreed to lease the Properties for economic activities as shall be well stipulated in this lease agreement;

**WHEREAS:** The Lessee is interested in developing the Lessor's Properties for the period of time as shall be agreed in this lease agreement.

**WHEREAS:** The Lessee wishes to lease the Lessor's Properties and the Lessor on the other is willing and consented thereto to lease the Properties to the Lessee, and in each case in accordance with the terms and conditions stipulated in this lease agreement.

**AND WHEREAS:** both the Lessor and Lessee have chosen to define their obligations in the execution of this lease agreement through the terms and conditions set forth in this agreement.



NOWHEREFORE, BOTH PARTIES TO THIS LEASE AGREEMENT HAVE PUT THEIR HANDS TOGETHER AND HAVE AGREED ON THE FOLLOWING TERMS AND CONDITIONS AS SET FORTH AS FOLLOWS:-

#### 1. DEFINITION OF TERMS

"Agreement/Contract" Means the terms and conditions entered between the Lessor and Lessee of this lease agreement;

"Contract Period" Means the time limit set and agreed by the parties in this agreement and any time as shall be set forth in this agreement for performance of a certain activity;

"Development Plan" Means a written plan to be prepared by the Lessee and to be approved by the Lessor and shall at all times provide the means, methods and or but not limited to the resources employed by the Lessee in developing the Properties in a manner which optimizes production;

"Equipment" Means existing machines used by the Lessee to simplify its works in the performance of its obligations in management of the Properties.

"The Properties" Means the land, together with all the buildings that pertains to the Certificate of Title No NP.188 measuring 273 acres in respect Masewe Estate which piece or parcel of land is known as Farm 300/2 Moshi and the same having a description of location as L.O.1290 as indicated and explained in Certificate of Title and as shall be defined in *Schedule 1*.

The boundaries to this parcel of land are as follows:

- a. To the north, Nkwansira Village, Tamaya Hamlet.
- b. To the South, Nkwansira Village, Tamaya Hamlet.
- c. To the East, Kaitwe river.
- d. To the west, Dirt road leading from Sanya Rd to Nkwansira Village.

#### 2.0 THE LEASE

2.1 Subject to the terms and conditions of this lease agreement, the Lessor does hereby lease the Properties and Equipment to the Lessee for a consideration to be stipulated in this lease agreement.

2.2 The Lessee does hereby agree to take the Properties from the Lessor on the terms and conditions stipulated hereinafter in this lease agreement.

2.3 This lease agreement shall be binding to the parties in this lease agreement only.

2.4 The leased property consists of 161 acres which is classed as arable land.

2.5 The rent payable will be based on the arable area.

**3.0 LEASE PERIOD**

3.1 The lease agreement period shall be duration of twenty five (25) years effective from the 1<sup>st</sup> January, 2020 to 31<sup>st</sup> December 2044, and after the lapse of the same and upon discussion and subject to Lessee's performance the lessor may renew the lease, if the need arises.

3.2 The lease period as stipulated in clause 3.1 above shall be divided into five (5) major phases as stipulated in clause 4.0 below

**4.0 CONSIDERATION/RENT.**

4.1 The buildings on the Properties regardless of their number shall be included in the rental fee of each rental phase.

4.2 The first rental payment of the year 2020 shall be due within seven calendar days after signing of this lease agreement, which shall be paid in a single installment.

4.3 The annual rental payments from 2021 – 2044 shall be paid in single installment, the said installment to be paid on or before 31<sup>st</sup> of January of each year.

4.4 The Lessee shall have the duty to pay to the Lessor for the leased Properties as per the following schedule of payments:

Phase	Year/Duration	Amount Per Acre Per Annum (USD)	Total Consideration/Rent (USD)
Phase 1	1 <sup>st</sup> January 2020 – 31 <sup>st</sup> December, 2024	\$ 90.00	\$14,400.00
Phase 2	1 <sup>st</sup> January 2025 – 31 <sup>st</sup> December, 2025	\$ 100.00	\$ 16,100.00
Phase 3	1 <sup>st</sup> January 2030 – 31 <sup>st</sup> December, 2034	\$ 110.00	\$17,710.00
Phase 4	1 <sup>st</sup> January 2035 – 31 <sup>st</sup> December, 2039	\$ 135.00	\$21,735.00
Phase 5	1 <sup>st</sup> January 2040 – 31 <sup>st</sup> December, 2044	\$ 160.00	\$25,760.00

## 5.0 AMENDMENT AND RENEWAL OF THE LEASE

- 5.1 The Agreement may be amended and renewed on the terms as shall be agreed to by the Lessor and Lessee.
- 5.2 The extension of the term for the lease agreement shall commence from the expiration of the initial term and otherwise shall contain like covenants of renewal.
- 5.3 Any renewal pursuant to this clause shall be treated as a continuation of the initial term for all purposes of this agreement, including (without limitation) for the purpose of handing over assets at the end of the term.
- 5.4 Notwithstanding to the provision of this clause, During Phase 4 of the lease agreement, the Lessor and Lessee shall increase the lease period for 5 years of the lease agreement. The discussion for the extension shall be based on the performance of the Lessee in accordance with the approved Development Plan.
- 5.5 The renegotiation for another lease period as described in clause 5.4 above, the Parties to this lease agreement shall not increase the rental fee by more than 50% of the rental fee of Phase 5 of clause 4.4 of this lease agreement.

## 6.0 PROPERTIES MANAGEMENT

- 6.1 The Lessor shall give full mandate to the Lessee in managing the Properties, controlling the Properties, trading of the produce from the Properties within and outside the country without any sought of interference.
- 6.2 The Lessor shall in no anyway interfere with the project of the Lessee. (this is limited to operational interference in the property)
- 6.3 The Lessor shall have the duty to oversee and make sure that the agreed terms and conditions are observed and the proper use of the Properties is maintained.
- 6.4 Where the Lessee fails to use the Properties in accordance with the terms and conditions of this Lease agreement, then the Lessor shall have an obligation to seek technical support to know the effect of the act done by the Lessee to the Properties and on this the Lessee shall not prevent the Lessor from interference.



- 6.5 The Lessee shall have an obligation to prepare a Development Plan and the same be submitted to the Lessor within three months from the date of signing this lease agreement.
- 6.6 After receiving the Development Plan from the Lessee the Lessor shall within 30 working days review it through its legal meetings with the support of well skilled personnel to be hired by the Lessor, and on satisfaction shall approve with or without amendments.
- 6.7 Where the Lessee fails to submit to the Lessor the Development Plan within the stipulated time, then the whole lease agreement shall become null and void ab-initio.
- 6.8 Any proposed amendments to the Development Plan recommended by the Lessor should be discussed with the Lessee prior to being included in the Development Plan. The amendments should submitted within 14 calendar days from the date communicated to the Lessee of which no further amendments shall be done by the Lessor on the Development Plan.
- 6.9 The Development Plan shall include a section which addresses the environmental aspects of the project. The Lessee will implement and manage the project at all times in accordance with the environmental standard set forth in the Development Plan.
- 6.10 The Lessee shall be obliged to call an annual progress meeting to be financed by the Lessee with the purpose among other agenda to discuss the progress of the Properties and receive suggestions from the Lessor on the performance of the Properties as far as the agreement is concerned, and any other meeting as and when the need arises.
- 6.11 The Lessor agrees to reasonably co-operate with the Lessee in order to assist the Lessee in the implementations contemplated in the Development Plan.
- 6.12 The Lessee shall manage "the Properties" in accordance with the Development Plan. The Lessee may modify the terms of the Development Plan from time to time if the Lessee forms the view that a change in circumstances requires amendment of the Development Plan, provided that the Lessee may only modify a material term of the Development Plan with the Lessor's consent which consent shall not be unreasonably withheld or delayed.
- 6.13 The Development Plan shall at all times be read together with this Lease agreement and shall be annexed herewith as Schedule 2.

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## 7.0 PAYMENTS, FEES AND TAXES

- 7.1 The Lessee shall pay all utility expenses connected with the use of Properties during the whole period of this lease agreement to the extent that such utility expenses were incurred during the term of this lease agreement.
- 7.2 Where the Lessee fails to pay all its utility bills, taxes and or levies to the Government and fails to remedy the failure within 21 days of becoming aware, such a failure shall amount to breach of contract. Failure to remedy the situation after a further 30 days will result in termination of the lease agreement.
- 7.3 All outstanding utility bills and taxes of the Lessee shall be paid by the Lessee prior to the termination of this lease agreement by the Lessor under clause 5.2 as above.

## 8.0 OBLIGATIONS OF THE LESSOR

- 8.1 The Lessor shall ensure that, the Lessee enjoys the entire leased Properties as per this lease agreement without any interference.
- 8.2 The Lessor shall ensure the boundaries of the leased Properties are intact as per this lease agreement and no trespassers or any person who shall encroach to the Properties.
- 8.3 Except with the prior written consent of the Lessee, the Lessor shall not use the Properties as a security to obtain loan during the lease agreement period.
- 8.4 The Lessor shall make sure that a sketch map of the area for the leased Properties is annexed as Schedule 4 to this lease agreement and the same shall form part of this lease agreement.
- 8.5 The Lessor shall pay the Government land rent, water rights and all other statutory responsibilities of the Lessor under the laws of the land.

## 9.0 OBLIGATIONS OF THE LESSEE

- 9.1 The Lessee shall ensure that, the aspect of environmental protection over the leased Properties is well maintained.
- 9.2 The Lessee shall plant crops of its choice provided that such crops are indicated in the Development Plan and they are acceptable and are not harmful to the land.
- 9.3 The Lessee shall make sure that the Environmental Impact Assessment is prepared and submitted to the registered environmental specialist within a reasonable period of time and a copy of the same submitted to the Lessor.
- 9.4 The Lessee shall not allow any tree to die from the farm without seeking and obtaining a written permission of the Lessor. The Lessee shall however,

upon consultation with the Lessor, have the right to harvest, prune or reduce the number of trees on the farm for the purposes of construction, reducing shade or removing obstructions. Fallen trees shall be owned by the Lessor and shall be responsible to collect the same.

- 9.5 The Lessee shall participate in the maintaining and repairing roads pertinent to the leased Properties.
- 9.6 The Lessee shall not be allowed to sub lease or rent any part of the Properties in any means without seeking a prior written consent from the Lessor.
- 9.7 The Lessee shall not prevent the Lessor's board members and the Government officials from entering and carrying out an inspection of the leased Properties at any reasonable time during the day, but this right shall be limited to prior information and the inspector should be considered an expert in the field that has warranted inspection. The cost of this inspection will be carried by the lessee.
- 9.8 The Lessee shall ensure that, the boundaries of the leased Properties are intact by maintaining the existing boundaries and or reinforcing a new fence where necessary to safeguard and secure the Properties. Where the Lessee is of doubt that someone has trespassed or any person encroaches the leased Properties, the Lessee shall immediately inform the Lessor.
- 9.9 The Lessee shall have a duty to train the community and transfer agricultural technology to the members of the Lessor and the community at large on the proper farming methods of Macadamia and other crops.
- 9.10 Where there is change of control in the Lessee's company (where the Lessee sells more than 51% of its shares), the Lessee shall be required to notify the Lessor of such a change before it is effected. Change of control in the Lessee's Company shall not affect the terms and condition of the lease agreement.
- 9.11 The Lessee shall have a duty to renovate the buildings in leased Properties at its own costs to the standard required as shall be agreed by the parties, if at all habitable.
- 9.12 The Lessee shall have an obligation to support the community development schemes and give priority in providing local employment to the villagers around and or near the Leased Properties.
- 9.13 The said support to the community development schemes shall include but not limited to the following:  
Royalty as stipulated above shall be due in the month of June of each year of this lease agreement.



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Phase	Year/Duration	Amount per annum in (USD)
Phase 1	1 <sup>st</sup> January 2020 - 31 <sup>st</sup> December, 2024	2,225
Phase 2	1 <sup>st</sup> January 2025 - 31 <sup>st</sup> December, 2029	2,670
Phase 3	1 <sup>st</sup> January 2030 - 31 <sup>st</sup> December, 2034	3,115
Phase 4	1 <sup>st</sup> January 2035 - 31 <sup>st</sup> December, 2039	3,550
Phase 5	1 <sup>st</sup> January 2040 - 31 <sup>st</sup> December, 2044	4,005
Phase 6	1 <sup>st</sup> January, 2045 - 31 <sup>st</sup> December, 2049	4,405

**10.0 WATER RIGHT AND WATER USE PERMIT**

- 10.1 The Lessor is the primary right holder to the Water Right as indicated in Schedule 5 of this lease agreement.  
The Lessor has agreed to provide fifty percent (50%) of the Water Right relating to furrow No 3094 to the Lessee for the whole of the lease period.
- 10.2 It is the responsibility of the Lessor to keep the Water users permit valid and any changes to the Permit should be communicated to the Lessee with immediate effect.
- 10.3 The Lessor shall endeavor to do all in its power without financial commitment to assist with maintaining or increasing volumes of water in the Water Users Permit. Any intended reduction in capacity of the Water Users Permit by the relevant authority should be contested by all means.

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- 10.4 The repair and continue flow of water in the property shall be jointly shared by the two lessees and before the same is done, then the lessor shall be notified in writing.
- 10.5 The Lessor shall undertake to do all within their power to ensure that water which reaches the head of the canal serves the Properties without any interference.
- 10.6 The Lessor shall cooperate with the Lessee in enforcing any rights which either the Lessor or the Lessee may have to ensure that, such water reaches the head of the canal.
- 10.7 The Lessor shall endeavor to do all what is within their power to apply for and or assist with obtaining licenses to any increased water rights that may be required in the future including licenses to drill bore holes and build water reservoir when the need shall arise.
- 10.8 Where the Lessee opts not to use/enjoy a water right granted under this Schedule 5 of the lease agreement, the Lessee shall notify the Lessor and the Lessor may assign the said water right to another party.

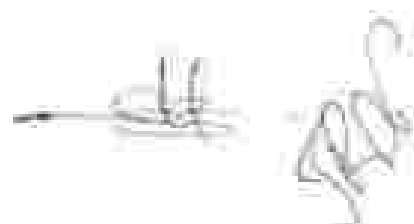
#### 11.0 PROPERTIES.

The Lessor hereby grants to the Lessee the absolute right to manage, control, and to operate the Properties and also use those Properties in accordance with the terms and conditions of this lease agreement.

#### 12.0 REPRESENTATION AND WARRANTIES OF THE LESSOR.

The Lessor hereby warrants and undertakes to the Lessee the following:

- 12.1 As far as the Lessor is aware, there are no pending or threatened actions or litigations by any institution or other authority which would adversely affect the Lessor's rights in the Properties or any of the rights granted to the Lessee in this Lease Agreement.
- 12.2 The Lessor is the registered owner of ninety nine (99) years right of occupancy for the Properties free and clear of all mortgages, pledges, liens, charges, claims, security interests or other encumbrances.
- 12.3 The Lessor has the sole right to occupy, use and sublease the Properties and the right to grant to the Lessee all rights in this lease agreement.
- 12.4 The Lessee is duly organized and validly existing as a registered Co-Operative Society under the laws of Tanzania.
- 12.5 The Lessor has full power and authority to execute this lease agreement and to perform its obligations as set forth in this lease agreement.
- 12.6 This lease agreement is valid and binding on the Lessor and is enforceable against the Lessor.
- 12.7 The execution, delivery and performance of this lease agreement by the Lessor shall not result in the breach or violation by the Lessor of any law.



or regulation applicable to it or any contract or commitment by which it or its Properties is bound.

- 12.8 The Lessor has obtained all approvals, waivers and consents which are necessary or appropriate in order to enable it to execute this lease agreement and to carry out and perform its obligations hereunder.
- 12.9 With respect to the buildings and structures on the Properties, the Lessee accepts them on 'as is' basis.
- 12.10 That, except with the prior written consent of the Lessee, the Lessor shall not create, extend, grant or issue or agree to create, extend, grant or issue any mortgage, charges, liens, security interests or other encumbrances on the Properties or any of the equipment during the term or any extension of the term.
- 12.11 That, this lease agreement is fully enforceable under the laws of Tanzania and the Lessor shall perform all such activities as shall be required to make it effective.

#### 13.0 REPRESENTATIONS AND WARRANTIES OF THE LESSEE

The Lessee does hereby consent and warrants to the Lessor on the following:

- 13.1 It is duly organized and validly existing company under the eyes of the laws of Tanzania.
- 13.2 The Lessee has full corporate power and authority to execute this lease agreement and to perform its obligations as stipulated herein.
- 13.3 This agreement is valid and binding on the Lessee and is enforceable against the Lessee in accordance with its terms.
- 13.4 The execution, delivery and performance of this lease agreement shall not result in the breach or violation by the Lessee of any law or regulation applicable to it or any contract or commitment by which it or any of its properties is bound.
- 13.5 The agreement is fully enforceable under the laws of Tanzania and the Lessee shall perform all such activities as shall be required to make it effective.

#### 14.0 TERMINATION OF THE AGREEMENT

- 14.1 The Lessor and Lessee shall be entitled to terminate on breach of the lease agreement upon 30 working days prior written notice to the other and where there is dispute either Party shall be obliged to follow the dispute resolution procedure under clause 15 of this lease agreement.
- 14.2 The following shall lead to breach and termination of this agreement:

or regulation applicable to it or any contract or commitment by which it or its Properties is bound.

- 12.8 The Lessor has obtained all approvals, waivers and consents which are necessary or appropriate in order to enable it to execute this lease agreement and to carry out and perform its obligations hereunder.
- 12.9 With respect to the buildings and structures on the Properties, the Lessee accepts them on 'as is' basis.
- 12.10 That, except with the prior written consent of the Lessee, the Lessor shall not create, extend, grant or issue or agree to create, extend, grant or issue any mortgage, charges, liens, security interests or other encumbrances on the Properties or any of the equipment during the term or any extension of the term.
- 12.11 That, this lease agreement is fully enforceable under the laws of Tanzania and the Lessor shall perform all such activities as shall be required to make it effective.

#### **13.0 REPRESENTATIONS AND WARRANTIES OF THE LESSEE**

The Lessee does hereby represent and warrants to the Lessor on the following:-

- 13.1 It is duly organized and validly existing company under the eyes of the laws of Tanzania.
- 13.2 The Lessee has full corporate power and authority to execute this lease agreement and to perform its obligations as stipulated herein.
- 13.3 This agreement is valid and binding on the Lessee and is enforceable against the Lessee in accordance with its terms.
- 13.4 The execution, delivery and performance of this lease agreement shall not result in the breach or violation by the Lessee of any law or regulation applicable to it or any contract or commitment by which it or any of its properties is bound.
- 13.5 The agreement is fully enforceable under the laws of Tanzania and the Lessee shall perform all such activities as shall be required to make it effective.

#### **14.0 TERMINATION OF THE AGREEMENT**

- 14.1 The Lessor and Lessee shall be entitled to terminate on breach of the lease agreement upon 30 working days prior written notice to the other and where there is dispute either Party shall be obliged to follow the dispute resolution procedure under clause 16 of this lease agreement.
- 14.2 The following shall lead to breach and termination of this agreement:

14.2.1 Where the Lessee fails to make any rental payment stipulated in Clause 4 of this lease agreement, the Lessor shall serve the Lessee with a written notice. The Lessee shall within 30 working days of the receipt of notice from the Lessor make the payment to the Lessor otherwise, this lease agreement shall be terminated automatically or agree on payment terms suitable to both parties.

14.2.2 In the event the Lessee concludes that due to the circumstances beyond its control, it can no longer manage the Properties in a profitable manner, it shall handover the same to the Lessor's control free of any liabilities created by the Lessee, as well as buildings, infrastructure and other fixtures to the Properties, at no cost.

14.2.3 On completion of the lease term (including but not limited to any extension of the lease term as per clause 3.1 of this lease agreement) the Lessee shall return control of the Properties and all buildings, infrastructure and other permanent improvements and fixtures to the Properties to the Lessor at no cost failure by the Lessor and Lessee to remedy any breach of the terms of this lease agreement within 30 working days of notice to the other.

14.3 The Lessor and Lessee shall have the right to refer any matters such as termination to arbitration pursuant to clause 16 of the lease agreement hereof.

14.4 Without prejudice to the aforementioned and to what to be mentioned herein below in the case of termination of the lease agreement the movable Properties/Equipment shall revert to the Lessee and the non-movable assets Properties shall revert to the Lessor.

## 15.0 CONTINGENT LIABILITIES

15.1 All outstanding and contingent liabilities and obligations of the Lessor up to the time of signing of this lease agreement shall be borne by the Lessor, except that, upon special agreement the Lessee shall settle the bills of the Lessor and the same shall be deducted from the rental fee for that year as shall be concluded in the memorandum of understanding signed by both Parties, at the discretion of the Lessee.

15.2 The Lessee may on the Lessor's request settle the liabilities as and when they shall arise provided that the Lessee shall recover the settled liabilities

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made on behalf of the Lessor by deducting the amounts from any monies due from the Lessee as shall be agreed in writing to by the Parties herein.

- 15.3 On recovering the monies pursuant to the provisions of this clause the Lessee shall not deduct more than 50% of the settled liabilities from the rental fee of the specific year.

#### 16.0 SEVERABILITY

Where any provision of this agreement is held to be unenforceable under any applicable laws of the land, such provision shall be excluded from the lease agreement and the remaining clauses of agreement shall be interpreted as if such provision(s) were so excluded and be enforceable in accordance with its terms.

#### 17.0 DISPUTE SETTLEMENT MECHANISM

- 17.1 Any dispute which might arise among the parties to this lease agreement shall be settled and resolved amicably by the parties by the use of the mediator who shall be appointed by the Parties themselves.
- 17.2 Where mediation fails, then the matter shall be referred to the Registrar of Cooperative Societies for resolution by the aggrieved party.
- 17.3 Where the resolution passed by the Registrar fails, the aggrieved party shall refer the matter further to the Minister responsible for Cooperative Societies.
- 17.4 Where the aggrieved party wishes to challenge the decisions of the responsible Minister for Cooperative Society, the matter shall be referred to the High Court of Tanzania.
- 17.5 Disputes that may be referred to Mediation and Arbitration shall not include disputes on the payment of the rental fee no matter how minor they might be.

#### 18.0 FORCE MAJEURE

- 18.1 Force Majeure shall mean acts which are beyond human control such as floods, earth quakes, and all such things which involves natural calamities, but are not within the cause of human willingness, which in case they happen shall affect the performance of this lease agreement and or lead to termination of the same.
- 18.2 In the event force majeure as stated in clause 17.1 occurs and takes place, the Lessee shall cause the same be communicated in writing to the Lessor within 48 hours of occurrence, and the Lessor shall have the obligation to witness the same and thereafter hold a meeting of which shall

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have only one agenda on how to rectify the situation to continue with the performance of the lease agreement or end it, with no cost to either party, except the settled liabilities by the Lessee to the Lessor under clause 14, which shall be settled by the Lessor to the Lessee within an agreed time frame.

## **19.0 DOCUMENT TO FORM PART OF THE AGREEMENT**

19.1 The following documents shall form part of this lease agreement and shall have a full effect to the extent that, without them being annexed to this agreement the agreement shall be said to be incompetent:

- a) Minutes of the board meeting relating to the execution of the lease agreement by the Lessor duly signed and sealed;
- b) Minutes of the General Meeting relating to the execution of the lease agreement of the Lessor duly signed and sealed;
- c) All relevant water right permits;
- d) Extract minutes of the meeting of the board of directors of the Lessee authorizing the execution of the lease agreement;
- e) The Development Plan of the project duly signed and approved by the Lessor (when delivered under this lease agreement);
- f) Certified true copies Memorandum and Articles of Association of the Lessee;
- g) A certified true copy of the TIN of the lessee;
- h) A Certificate of Incorporation of the Lessee;
- i) A valid business license of the Lessee;
- j) A sketch map of the leased Properties;
- k) Certificate of Registration of the Lessor;
- l) Certified Copies of Certificate of Occupancy by the Lessor/Title deeds;

19.2 It is the obligation of the Lessor and the Lessee to ensure that the documents submitted as indicated in clause 19.1 are genuine.

## **20.0 GOVERNING LAW**

20.1 That, this agreement shall be governed by the laws of the United Republic of Tanzania.

made on behalf of the Lessor by deducting the amounts from any monies due from the Lessee as shall be agreed in writing to by the Parties herein.

- 15.3 On recovering the monies pursuant to the provisions of this clause the Lessee shall not deduct more than 50% of the settled liabilities from the rental fee of the specific year.

#### 16.0 SEVERABILITY

Where any provision of this agreement is held to be unenforceable under any applicable laws of the land, such provision shall be excluded from the lease agreement and the remaining clauses of agreement shall be interpreted as if such provision(s) were so excluded and be enforceable in accordance with its terms.

#### 17.0 DISPUTE SETTLEMENT MECHANISM

- 17.1 Any dispute which might arise among the parties to this lease agreement shall be settled and resolved amicably by the parties by the use of the mediator who shall be appointed by the Parties themselves.
- 17.2 Where mediation fails, then the matter shall be referred to the Registrar of Cooperative Societies for resolution by the aggrieved party.
- 17.3 Where the resolution passed by the Registrar fails, the aggrieved party shall refer the matter further to the Minister responsible for Cooperative Societies.
- 17.4 Where the aggrieved party wishes to challenge the decisions of the responsible Minister for Cooperative Society, the matter shall be referred to the High Court of Tanzania.
- 17.5 Disputes that may be referred to Mediation and Arbitration shall not include disputes on the payment of the rental fee no matter how minor they might be.

#### 18.0 FORCE MAJEURE

- 18.1 Force Majeure shall mean acts which are beyond human control such as floods, earth quakes, and all such things which involves natural calamities, but are not within the course of human willingness, which in case they happen shall affect the performance of this lease agreement and or lead to termination of the same.
- 18.2 In the event force majeure as stated in clause 17.1 occurs and takes place, the Lessee shall cause the same be communicated in writing to the Lessor within 48 hours of occurrence, and the Lessor shall have the obligation to witness the same and thereafter hold a meeting of which shall

## 21.0 ASSIGNMENT OF THE LEASE

- 21.1 The Lessee subject to the approval of the Lessor may assign its rights and delegate its obligations under the lease agreement, or any part thereof, to a third party upon giving a 30 days' notice of such assignment to the Lessor.
- 21.2 Upon assignment therefore, the third party shall have to observe the terms and conditions of this lease agreement.
- 21.3 In the event that such assignment is to be made to a person or entity not affiliated with the Lessee, then the Lessee shall have to obtain the consent of the Lessor prior to the effectiveness of such assignment, which consent shall not be unreasonably withheld.
- 21.4 The Lessee shall have an obligation to prove to the Lessor that such an affiliate is a legal one by producing related documents to the Lessor.

## 22.0 GENERAL CONDITIONS

- 22.1 This lease agreement shall be required by the law to be registered under The Registration of Documents Act, Cap 117 R.E 2002 and paid a stamp duty as per The Stamp Duty Act. Stamp duty costs shall be borne equally by both parties and registration costs at the lands registry shall be borne by the Lessee.
- 22.2 This agreement shall be executed in six counterparts each of which shall be deemed an original constituting the same instrument.
- 22.3 This lease agreement, the Development Plan and the Schedules hereto shall constitute the entire agreement between the parties with regard to the subject matter hereto and supersede any previous agreements among the parties with respect to such subject matter.
- 22.4 Both the Parties to this agreement agree to execute documents and perform such further acts as may be necessary to implement the terms of this lease agreement.
- 22.5 The headings used in this lease agreement are provided for convenience of reference only and shall in no way affect the meaning of the lease agreement.
- 22.6 The terms and conditions of this lease agreement may be amended or even terminated in writing by the Parties.
- 22.7 Failure or delay of either party hereto at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time.
- 22.8 No waiver by any party hereto of a breach of any term contained in this agreement, at any one or more instance, shall be deemed or construed

as further or continuing waiver of any such breach or a waiver of a breach of any other term.

22.9 The Assistant and or Registrar of Cooperative Societies shall take part to sign and seal this agreement by the virtue of fulfilling the legal requirements.

22.10 An Advocate shall witness the agreement by signing and sealing the same.

### **23.0 MODE OF COMMUNICATION**

23.1 The Parties in this lease agreement shall at all times communicate by writing and the language of communication shall be in Swahili or English.

23.2 Any informal communication between parties to this lease agreement shall not be taken as an official communication and shall not affect anything in the performance of this lease agreement.

23.3 Any communication shall be either personally delivered or despatched by the courier and properly signed for by or on behalf of the addressee and shall be addressed to the other party at the address stated below or such other address as shall be specified by such other party.

23.4 Any notice shall operate and be deemed to have been served, if personally delivered, on the next following business day, and if by courier and properly signed for, on the third following business day.

23.5 The Lessor's address for the purpose of all communication shall be M/S LEMMKINNA JOINT ENTERPRISE Limited of P.O. Box 1484 Moshi-Kilimanjaro.

23.6 The Lessee's address for the purpose of all communication be MACJARO LIMITED of P.O. Box 282, Moshi- Tanzania

### **24.0 FINANCING AND BORROWING:**

The Lessor grants the Lessee consent to seek for financing from financial institutions and pledge this lease agreement as security threat, provided always that such security documents shall not include the Certificates of Titles of the Properties. The Lessor agrees to execute any and all documents to facilitate the same.

### **25.0 LEGAL COSTS**

25.1 Each Party to this lease agreement shall bear its own legal costs in respect of the drawing, reviewing and endorsement of the lease agreement and the transactions contemplated herein.

25.2 The Lessor and Lessee shall cause Advocates to be paid all the necessary fees for the drawing and endorsing this lease agreement.

25.3 The modality for paying such a fee shall be arranged by both the Lessor and Lessee respectively on the date of signing this lease agreement. That both parties to this agreement have set forth their hands and agreed to enter in this lease agreement and witnesses the same by signing this agreement as follows:

**FOR AND ON BEHALF OF THE LESSOR**

Signed, sealed and delivered by

**MIS LEMMKINNA JOINT ENTERPRISES LIMITED**

Lessor's Seal

Before us on this is 01 day of 01 2020

Name PHILIPO EKAITA JUMI

Signature [Signature]

Date 01-01-2020

Position: **THE CHAIRMAN**



Name ARUNA A. MUMARI

Signature [Signature]

Date 01/01/2020

Position: **THE SECRETARY**

Name NICHOLAS J. MUMARI

Signature [Signature]

Date 01-01-2020

Position: **1<sup>ST</sup> MEMBER OF THE BOARD**

Name OSCAR E. MUMARI

Signature [Signature]

[Signature]

[Signature]

[Signature]

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Date 1/1/2020

Position: **2<sup>nd</sup> MEMBER OF THE BOARD**

Name ELIESHU M. ULAMI

Signature [Signature]

Date 1-1-2020

Position: **3<sup>rd</sup> MEMBER OF THE BOARD**

Name JACK P. HUNTER

Signature [Signature]

Date 1-1-2020

Position: **4<sup>th</sup> MEMBER OF THE BOARD**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Position: **5<sup>th</sup> MEMBER OF THE BOARD**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Position: **6<sup>th</sup> MEMBER OF THE BOARD**

IN THE PRESENCE OF

Name ENGELBOUGH CONTROVERS

Signature [Signature]

[Signature]

[Signature]

[Signature]

Address

Box 29, MJI

Date

01/01/2020

Position: **ADVOCATE AND COMMISSIONER FOR OATH**

**FOR AND ON BEHALF OF THE LESSEE**

Signed, sealed and delivered by

**MACJARO LIMITED**

Before us on this is 1<sup>st</sup> day of JAN 2020

Name

JAMES BELL

Signature

[Signature]

Date

01/01/2020

Position: **DIRECTOR**

Name

ELIZABETH DOKOV

Signature

[Signature]

Date

1-1-2020

Position: **COMPANY SECRETARY**

That, this Lease Agreement has been approved by the Assistant Registrar/Registrar of Cooperative Societies, Kilimanjaro Region

Name

JOHN A HONJWELE

Signature

[Signature]

ASSISTANT REGISTRAR OF CO-OPERATIVE SOCIETIES  
KILIMANJARO

Date

1-1-2020

Position: **ASSISTANT REGISTRAR/REGISTRAR OF CO OPERATIVE SOCIETIES.**

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Lessee's Seal

SCHEDULE 1

LIST OF PROPERTIES INCLUDING LOCATION

Farm Name: \_\_\_\_\_

Title No: \_\_\_\_\_

State of: \_\_\_\_\_

Acres \_\_\_\_\_

Description of location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Lease: \_\_\_\_\_ Years

Signed \_\_\_\_\_

FOR LESSOR

Signed \_\_\_\_\_

FOR LESSEE

Date \_\_\_\_\_

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*[Handwritten signature]*

SCHEDULE 2

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**SCHEDULE 3**

**DEVELOPMENT PLAN**

Signed \_\_\_\_\_

**FOR LESSOR**

Signed \_\_\_\_\_

**FOR LESSEE**

Date \_\_\_\_\_

*[Handwritten signature]*

*[Handwritten signature]*

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SCHEDULE 4

SKETCH MAP

Signed \_\_\_\_\_  
FOR LESSOR

Signed \_\_\_\_\_  
FOR LESSEE

Date \_\_\_\_\_

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28  
*[Handwritten mark]*

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SCHEDULE 5

WATER RIGHT

Water right No: \_\_\_\_\_

Owner: \_\_\_\_\_

Terms and Conditions if any:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_

**FOR LESSOR**

Signed \_\_\_\_\_

**FOR LESSEE**

Date: \_\_\_\_\_

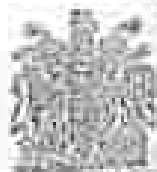
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DUPLICATE  
TANGANYIKA TERRITORY.

Land Registry Ordinance, 1933



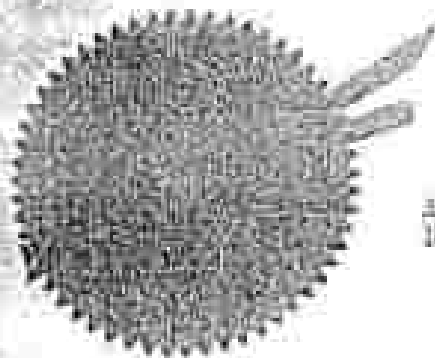
RIGHT OF OCCUPANCY

CERTIFICATE OF TITLE TO ~~RESERVE~~ LAND.

RIGHT OF OCCUPANCY

It is to certify that the ~~RESERVE~~ and hereinafter described is registered in the Land Registry under title No. N.F.153.  
Copies of the said title are in the register as follows.

This the twenty second day of September 1934.



*A. E. Hill*  
Assistant Registrar of Titles  
Northern Province.

Certified True Copy  
of the Original  
FOR COURT EVIDENCE ONLY

*A. E. Hill*  
Registrar of Titles

Title No. N.F.153. Description of registered land.

All that piece or parcel of land situated at Mochoko in the District of Mochoko containing approximately Two hundred and seventy three (273) acres as delineated and described on the map or plan No. N.S. 89/1158 annexed to the enclosed Crown Grant and thereon edged with red all of which piece or parcel of land is known as Para No. 102/S. Mochi.

and by virtue of the provisions of Section 7(8) of the Land Registry Ordinance aforesaid the Governor hereby grants unto the Grantee all that piece or parcel of land situated at Mwanho in the District of Moshi containing approximately two hundred and seventy three (273) acres as delineated and described on the map or plan No.R.5. 29/2150 annexed to these presents and thereon edged with red all of which piece or parcel of land is known as Farm No. 309/2 Moshi TO HOLD the said premises unto and to the use of the Grantee in fee simple PROVIDED ALWAYS that the Grantee shall at any time on demand of the Governor and on receipt of a proportionate part of the hereinbefore mentioned purchase price and on payment of compensation for expenditure in so far as the value of the land shall have been increased thereby surrender and yield up such portion or portions of the said land as shall be required for (a) the construction of railways or roads telegraph lines canals and other public works including such protective strips as may be deemed necessary (b) the cutting of drainage ditches and any measures deemed necessary to promote the flow of water from higher levels to lower levels (zur Schaffung der Vorflut) (c) the raising and storage of any necessary material - such as earth and stone - and the dumping on the said land of material raised elsewhere and required for the said public works even when such works are constructed only alongside of or abut on the boundary of the said land and the provision thereto of the necessary roads of access PROVIDED ALSO that no water rights in respect of the said land are conferred by these presents. Water rights will be regulated by Ordinances PROVIDED ALSO that the Grantee shall keep open for all existing roads and also at the request

of the Original  
FOR COURT EVIDENCE ONLY  
Asst. Registrar of Titles, [ ]

DUPLICATE

L.O.N. 1250

TANGANYIKA TERRITORY.

THE LAND REGISTRY ORDINANCE (CAP. 70 OF THE LAWS)

TITLE No. N.P. 111.

<p>Certified True Copy of the Original FOR COURT EVIDENCE ONLY</p> <p><i>[Signature]</i> Asst. Registrar of Titles, [Date]</p>
--

THIS DEED made the *15th* day of *May* One thousand nine hundred and thirty four BETWEEN SIR HAROLD ALFRED MacMICHAKI, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George and a Companion of the Distinguished Service Order Governor and Commander in Chief in and over the Territory of Tanganyika (hereinafter called "the Governor" which term shall include his successors in office and the Officer for the time being administering the Government of the Territory) of the one part and MAH. VOM ROSE of Moshi in the District of Moshi Planter (hereinafter called "the Grantee" which expression shall include his heirs executors and assigns where the context so admits) of the other part ENTERED by a Deed of Surrender dated the *14th* day of *March* One thousand nine hundred and thirty three and made under the provisions of Section 7(8) of the Land Registry Ordinance (Cap. 70 of the Laws) and registered in the Principal Registry of Documents Northern Province Branch Arusha on the *Twenty first* day of *September* One thousand nine hundred and thirty four in Volume No. *Ps* Folio No. *777* Serial No. *5/3* the premises therein and hereinafter more particularly described and hereby granted became and are now vested in the Governor to the use of His Majesty His heirs and successors for ever AND WHEREAS the Grantee has paid the purchase price and has complied with all the terms and conditions entitling him to acquire the freehold of the said premises NOW THIS DEED WITNESSETH that in consideration of the premises and of the sum of Shillings Two thousand two hundred (Sh. 2,200/-) on or before the execution of these presents paid by the Grantee to the Governor (the receipt whereof the Governor hereby acknowledges)

210  
PAGE SECOND.

and by virtue of the provisions of Section 7(6) of the Land Registry Ordinance aforesaid the Governor hereby grants unto the Grantee all that piece or parcel of land situated at Mbocho in the District of Mochi containing approximately two hundred and seventy three (273) acres as delineated and described on the map or plan No.B.5. 89/2159 annexed to these presents and thereon edged with red all of which piece or parcel of land is known as Part No.509/B Mochi TO HOLD the said premises unto and to the use of the Grantee in fee simple PROVIDED ALWAYS that the Grantee shall at any time on demand of the Governor and on receipt of a proportionate part of the hereinbefore mentioned purchase price and on payment of compensation for expenditure in so far as the value of the land shall have been increased thereby surrender and yield up such portion or portions of the said land as shall be required for (a) the construction of railways or roads or telegraph lines canals and other public works including such protective strips as may be deemed necessary (b) the cutting of drainage ditches and any features deemed necessary to promote the flow of water from higher levels to lower levels (zur Schaffung der Verflut) (c) the raising and storage of any necessary material - such as earth and stone - and the dumping on the said land of material raised elsewhere and required for the said public works even when such works are constructed only alongside of or abut on the boundary of the said land and the provisions thereto of the necessary rules of abodes ARTICLES ALSO that no water rights in respect of the said land are conferred by these presents. Water rights will be regulated by Ordinance PROVIDED ALSO that the Grantee shall keep open for

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of the Original  
FOR COURT EVIDENCE ONLY  
A. Registrar of Titles, 1/1/1901

of the Governor Roads made by the Grantee in so far as they traverse the said land PROVIDED ALSO that the Grantee shall bear the cost of the upkeep of public roads now existing or which may hereafter be laid down in so far as they traverse or abut on the said land. The Grantee shall be required to bear one-half only of the cost of maintaining roads bordering on the said land where the other half is borne by the holder of the land situated on the opposite side PROVIDED ALSO that the obligation relating to the upkeep of roads by the Grantee shall not extend to built-up roads (Anstetrasse) IN WITNESS whereof the Governor has hereto set his hand and caused the Seal of the Tanganyika Territory to be affixed hereto and the Grantee has hereto set his hand the day and year first herein written -

SIGNED and delivered by the said Sir Harold Alfred MacMichael and the Seal of the Tanganyika Territory affixed in the presence of:-

*Harold MacMichael*

*Robinson*  
*John King*  
 1924

Certified True Copy  
 of the Original  
 FOR COURT EVIDENCE ONLY  
 Asst. Registrar of Titles 2/2/24

SIGNED and delivered by the said Karl von Rose in Latin characters before me after the same had been interpreted and explained to him when he appeared perfectly to understand its contents this 12th day of May 1924:-

*Karl von Rose*

*Wm. A. Duncan*

REGISTRATION

TANGANYIKA TERRITORY  
Date of Duty Sitting Fifty  
Revenue Receipt No. 1254/1957  
214/307 9 5 7 70  
A. C. 50  
Assistant Land Officer

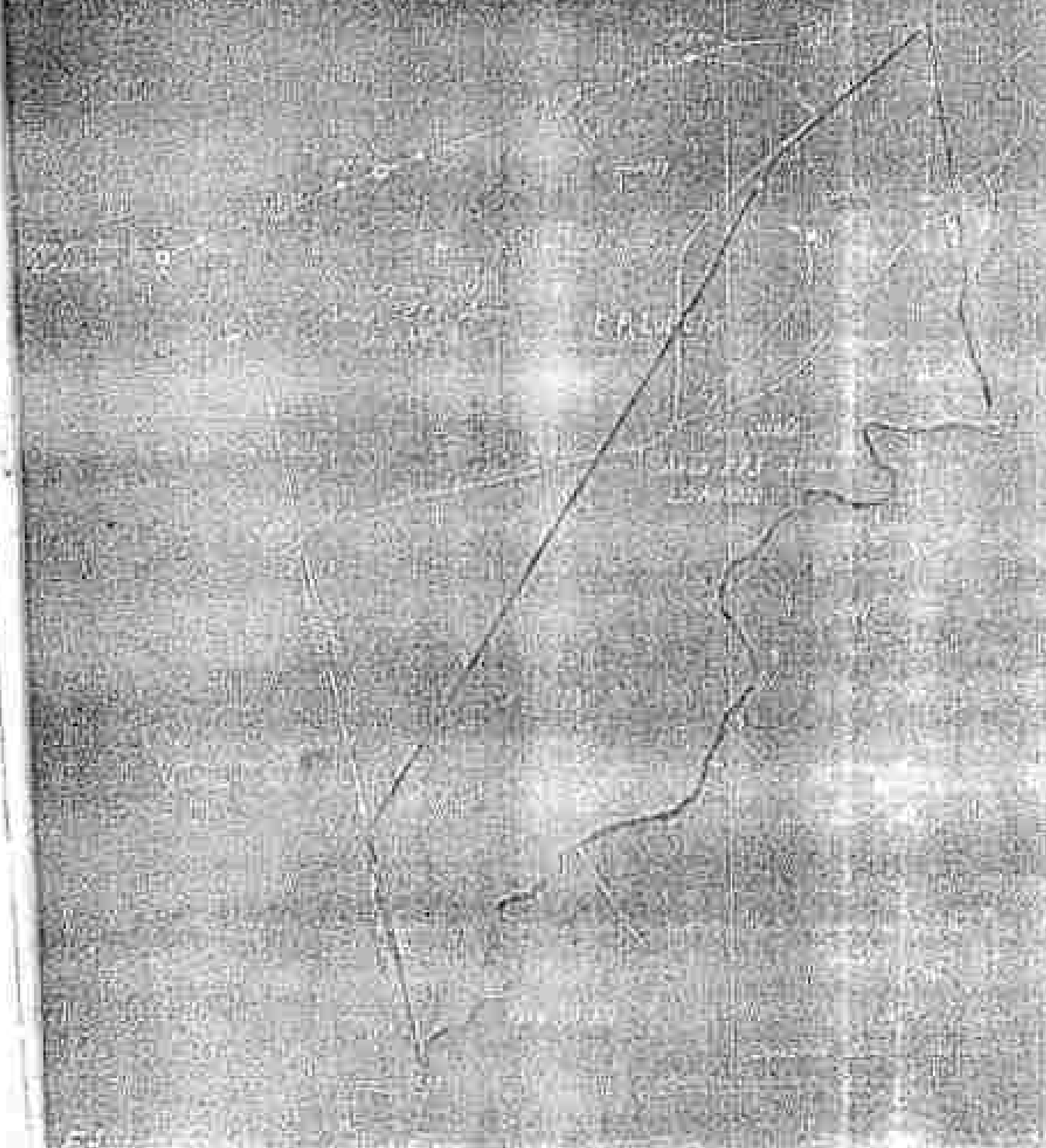
**Certified True Copy  
of the Original  
FOR COURT EVIDENCE ONLY**  
[Signature]  
Asst. Registrar of Titles, 12/2/1957

RECORDS SECTION  
LAND OFFICE  
DAR ES SALAAM

# KWANSIRA MBOSHO

MOSHI DISTRICT

1922



TANGANYIKA TERRITORY

Duty Billings 100/-

Revenue 100/-

100/- of 100/-

A. C. 100

Assistant Land Officer

**Certified True Copy**  
**of the Original**  
**FOR COURT EVIDENCE ONLY**

[Signature]

Asst. Registrar of Titles, 1/2/2000

# Macjaro Limited



## Development Plan of Nkwansira and Msesewe Estates

This Development Plan has been compiled by JAMES POWELL (the "Compiler") and is provided solely for the consideration of the Board members of L. O. M. B. D. N. S. C. I. V. T. U. R. E. L. T. D.

## Summary

Coffee production is well known throughout the Kilimanjaro region and therefore needs little introduction but less so the Macadamia nut.

Although there are a few small projects scattered around Tanzania there is no Macadamia nut industry in Tanzania. In contrast, the two neighboring countries, Kenya and Malawi produce 15,000 tons and 7,000 tons respectively of nut in shell (NIS) per year. Kenya produces in the region of 10% of world production, 70% of which is produced by the small-scale sector.

If we are fortunate in securing the lease of Nkwansira and Msesewe Estates we expect to establish plantation crops including Coffee, Macadamia, Avocado and Banana. Other cash crops including Vanilla and Moringa will also be considered.

Coffee will also be established in an Agroforestry system which includes interplanting with banana and macadamia. With the present changing climate, the agroforestry system will help with shade and improve the microclimate and in the current situation of financial uncertainty, dual production streams will help offset any loss.

At full production the proposer expects the estate to produce in the region of 120 tons coffee, 15,000 bunches of banana and 450 tons macadamia nuts (OIS) annually.

Additionally, using the estate as a commercial backbone, the company expects to initiate a small scale horticultural out growers scheme for the cultivation of macadamia, avocado and vanilla which, in time, we believe could more than double the commercial production.

At a later stage and in-line with the Government of Tanzania intention of industrializing Tanzania agriculture, processing units will be established to process all the products for export.



THE UNITED REPUBLIC OF TANZANIA

# Certificate of Registration

No. 5593

I, SAMU S. SHABU SHABU hereby certify

that LSHIRA MROMA, MARIKENT, KYUU, ISUHI, NG'ONI, NKWENSIE  
Co-operative Joint Enterprise, Limited is this day registered under  
provisions of Section 27 of the Co-operative Societies Act No. 20 of 2003.

This certificate is issued subject to the following specific  
conditions:-  
NIL

Given under my hand this 9th

day of JULY, 2013

S.S. Shabu

2nd, Registrar of Co-operative Societies

2591307



# TANZANIA REVENUE AUTHORITY

## CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

ISSUED UNDER SECTION 28 OF THE TRA ADMINISTRATION ACT 2018

### THIS IS TO CERTIFY THAT

LEMMKINNA COOPERATIVE JOINT ENTERPRISE

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY  
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

**137-907-224**

WITH EFFECT FROM: 16 October 2018

TRA LOCATION: KILIMANJARO

TAX OFFICE: HAI

PHYSICAL LOCATION:

STREET / AREA: NKWANSIRA

ELIJAH G. MPAKOSINDYA

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THE ORIGINAL PRINTED GROUP WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVER LEAF

**KIKAO CHA BODI YA LEMMKINNA MWEKEZAJI NA MWANASHERIA**

**TAR 1/05/2019**

**WALIOHUOHURIA**

Maaji imambutanishwa

**AGENDA**

1. Kufungua kikao

2. Maaji

3. Muda wa mkataba

4. Mazao

5. Kufunga

**AGENDA NA 1: KUFUNGUA KIKAO**

Kikao kimefunguliwa na afisa ushinka kwa kuwasafiriia wajumbe waliokuhudhuria mmemo kwa 4:45 asubuhi

**AGENDA NA 2: MAJI**

Agenda ili kuingunziwa kwa kina jina ya kutama maji kwa mwekezaji wawili baada ya mazingumzo ya muda mrefu afisa ushinka alibazuli kuwa mwekezaji aliyeko shamba alipen kwa barua na bodi wafanyie mazingumzo ya ana kwa ana jina ya kutama maji hayo. Bodi imdhiya na kupanga kikao na mwekezaji kuanzishwa barua na kifanya nne kikao tar 5/5/2019.

**AGENDA NA 3: KODI YA PANGO**

Afisa ushinka alimwuliza mwekezaji atalpa kodi ya pango dola ngapi kwa aka moja.

Mwekezaji alijibu atalpa dola 60 kwa aka moja wajumbe walikataa na kuanzishwa kuwa atalpa dola 60. Mwekezaji alikataa na kugema kuwa shamba halina kitu chochote hivyo atakuwa tayari kuipa kodi cha dola 70 kwa aka moja na atakuwa anaongeza kodi shamba linavyoafika.

**AGENDA NA 4: MUDA WA MKATABA**

Agenda ili ilijadhiwa kwa muda mrefu kutimaye mwekezaji alitajili kura muda wa mkataba ni miaka tnatathini (30)



**AGENDA NA 5: MAZAO**

Mwekezaji atasema atapotisha makademia, mifungo na kufuata kwa upande unaocha kuotisha na upande unaocha kwa kilimo atapotisha miti wakati wa mazingira

**AGENDA NA 6: KUFUNGA IKKAO**

Ikkao kufungwa na afisa uchiha kwa kuwastuturu wazungu na mwanachama kwa mawazo mazuri na vyumilivu wao mnamo saa 9:30 mchana.

  
\_\_\_\_\_

A. Mwan  
M/ku



  
\_\_\_\_\_

M. Mwan  
M/ku

At full production the company expect to employ 150 full time employees and at peak periods up to 500 people. These are expected to be recruited from the surrounding villages.

### **TOTAL PLANTINGS:**

Surveyed areas are as follows:

Nkwansira Estate: 275 acres gross (275 acres arable)

Masewe Estate: 273 acres gross (161 acres arable)

Total arable area is 436 acres and we expect that 15% will be taken up by roads, contours, conservation verges and buildings.

Total area remaining for production is approximately 370 acres

Coffee - 125 acres (50 ha)

Macadamia - 247 acres (100 ha)

Avocado - 15 acres

Vanilla - 5 acres

These areas are estimates, and true figures will be presented with the surveyors report.

### **Implementation plan:**

Below is the intended establishment schedule. Due to various reasons this might not be followed exactly.

#### **Year 1**

150,000 pots coffee nursery

Plant 40 acres coffee

Plant 50 acres macadamia

100 acres cash crops and Rhodes grass

Land clearing & environmental planning for 2021  
Building reservoir, digging pipelines preparing blocks  
Sun hemp and Rhodes grass on any unsuitable or steep areas

**Year 2**

55,000 coffee nursery  
5,000 pots Vanilla  
1,000 pots avocado Nursery  
Plant 50 acres coffee  
Plant 65 acres Macadamia  
100 acres cash crops  
Land clearing and block planning for 2022

**Year 3**

5,000 pots vanilla  
1,000 pots avocado nursery  
Plant 30 acres coffee  
Plant 55 acres Macadamia  
Land clearing and block planning for 2023

**Year 4**

Plant 45 acres macadamia

**Year 5**

Plant 25 acres macadamia

### **Infrastructure Development**

The implementation program of the infrastructure development will depend on access to capital. However, the program will include:

Construction of 14,000m<sup>3</sup> lined reservoir

Electrical installation

1 x 150 KVA transformer

1 x 50 KVA transformer

1 x boreholes with reservoir and booster pump

320 acres irrigation system (Micro sprinkler) pressurized by 60hp pump

Refurbishment of Pulper and CHQ

Refurbishment of Stores and Outbuildings

Refurbishment of management and worker housing

### **Schedule of lease payments**

<b>PERIOD</b>	<b>RATE PER ACRE</b>	<b>TOTAL/YEAR</b>
2020 - 2024	\$ 85.00	\$ 37,050
2025 - 2029	\$ 90.00	\$ 39,050
2030 - 2034	\$ 110.00	\$ 47,740
2035 - 2039	\$ 135.00	\$ 58,590
2040 - 2044	\$ 160.00	\$ 69,440
2045 - 2050	\$ 200.00	\$ 86,800



### **Shareholding & Financials**

Directors of Macjaro Limited are James Powell and Guillaume Mallard and shareholding in Macjaro Limited is held by Pamoja Farms Ltd.

Funds raised through the sale of equity will be used to leverage grant funding from private, international and institutional investors. Through these methods we expect to raise sufficient capital for capital investments and annual cropping costs.

### **Corporate Social Responsibility**

The directors of Macjaro Limited are fully aware of our corporate responsibility.

In addition to a Royalty fee, the directors fully intend to participate in village development projects with particular emphasis on Education.

If we are granted the lease of Nkwamara and Msesewe Estates we intend to encourage other neighboring investors to participate in development projects and in this way individual projects can be completed in short periods of time.

As investors we have the ability to attract Educational NGO's attention and request their teaching materials and assistance.

The world is moving fast.

It is important that our children are not left behind.

### **Conclusion**

The cornerstone to the success of agriculture in Kilimanjaro is to provide a strong commercial backbone onto which small scale growers can become attached.

The Government of Tanzania want coffee production to return to Kilimanjaro. Coffee currently is unattractive as a crop because of the low prices being offered however, this is not an indication of our quality but an indication that the sales and advertisement of our coffees has not been carried out. We

need Kilimanjaro coffee to be branded uniquely and this can only be done if supply and quality are assured.

A strong commercial investor can assure this.

The coffee from Kilimanjaro has a good reputation. In combination with Macjara giving technical assistance and strong branding, the coffee from the small scale can be sold at a higher value.

We also propose to add macadamia, avocado and vanilla to the products that are available to small scale by providing seedlings and expertise and in turn offer a market for them to sell their produce.

It is our great hope that we are awarded this farm not simply for our own financial gain but to push the small scale sector of Kilimanjaro forward in terms of production and financial benefit and to push the industrialization of agriculture in Kilimanjaro forward by offering jobs in downstream employment including packing factories, technical support, extension services etc.

Thank you

MATUDUNGUO DI/05/2019

- (1) PHILIPPO A. SWAI - ~~1/1~~
- (2) OSCAR KIMARO ~~Alhaji~~
- (3) NICOLAUS MUMARI ~~Alhaji~~
- (4) ELIETHI ULOMI - ~~Exlony~~
- (5) ISACK, D. MUMANGA - ~~D~~
- (6) DANIEL H. SANDEWA - ~~1/1~~
- (7) -

WATUMISHI

ARUNA MUMARI

KATIBU

~~1/1~~

James Owen

1/1

**MKUTANO MKUU MKAALUM WA KAWAIDA LEMMKINA TAREHIE 07/05/2019**

**WALIOHUBHURIA**

Idadi imaiiruhutariirishwa hiiyafuata

**AGENDA**

- 1.Kuizingua mkutano
- 2.Kituo cha afya cha wilaya
- 3.Uwekezaji wa shamba la wari ekari 139
- 4.Kufunga kikao

**AGENDA NA 1:KUFUNGUWA MKUTANO**

Mkutano umefunguliwa na mkazi kwa kuyasaliirua wapati na wajumbe wa mkutano na sala iliyosongorwa najumbe mnamo saa 10:15 dakika

**AGENDA NA 2:KITUO CHA AFYA CHA WILAYA**

Afisa ushirika aliwaeleza wanachama kuwa tar.12/03/2019 DC alita kikao cha bodi za vyama na kuwaeleza kuwa lengo kuu ni kujenga kituo cha afya cha wilaya ya Hai Bodi hizo za vyama zilikubaliana na mwarizi ya mkao wa wilaya ya Hai bamba ya muda kutirwa tena kikao cha bodi za vyama kwa ajili ya kupata mawaka amni na kuilingia AC ambapo waweka salii waka malum di mawili A na B ambapo kundi A ni viongozi wa ushirika na kundi B ni umingozi wa wilaya Afisa ushirika alirema hadi sala hivi kwenye akiani kuni kisi sha milima min mbili na zaidi

Baada ya majadiliano ya muda mrefu, wanachama walifika makubaliano kwa fedha hizo milima humani zifofese kwa ajili ya shughuli hizo nyeti ya kujenga kituo cha afya

**AGENDA NA 3:UWEKEZAJI WA SHAMBA LA MSESEWE**

Mkazi alwasomen wamohamri barua iliyomka serikali ya kumsha juu ya mashamba ya ushirika ambayo hayijawekweza mwanasheria aliwaeleza kwa kina jina serikali unavyotika kubukiza mashamba ambayo hayijawekweza

Aliendelea kusema kuwa mashamba hayo yanitakwa yawelezwe kwa majibu wa uhuru na kuama hadi ama Afisa ushirika pamoja na bodi wamejitahidi kutafuta mwekezaji na wamumpata mwekezaji James Paul amekare eneo la ekari 139 ambalo ni eneo la Msesewe na uchumi ya kama river na amwaeza kwa dola 50 kwa ekari moja.Mwanasheria aliendelea kusema kuwa mwekezaji atakiwa amamgeza dola tano kila baad ya miaka mitano na mwaka wa



ishiriki anaweza kurudi kwa wanachama kutamba kumalika. Mwaliko mwanasheriki aliwasitua  
wazi dhama hizi ya mkataba.

Wanachama walikubali kwa pamoja kwa shamba hilo hwa kwewe.

**AGENDA NA 4: KUFUNGA MKUTANO**

Mkutano ulifungwa na M/chi kwa kowashikuru afisa ushirika na wanachama kwa neomiti ya  
wao na mawazo yanayotokana kwa siku iliyomgawwa na mpumbe mtama saa 9:30 alazi.

  
\_\_\_\_\_

A. Mwangi  
Kibhu



  
\_\_\_\_\_

Ph. Sindi  
M/chi

REKUTASI MURAH BAKALUM WA WAKACHARIA TARDIE 01/05/2017

CIKADA CIA MOUNSI NSUNAI

JINA LA MURACHAMA

SINI

1	MARCELLO J. MUMBI	MUMBI	✓
2	DANIEL J. MUMBI	MUMBI	✓
3	KULASARE L. SWAI	MUMBI	✓
4	JULIUS MUMBI	MUMBI	✓
5	ANDREW P. SWAI	MUMBI	✓
6	ISARIA H. ASHURA	MUMBI	✓
7	SITAFRAEL A. LOMA	MUMBI	✓
8	JAPHET W. KWAHA	MUMBI	✓
9	EDAPHA E. ULOMI	MUMBI	✓
10	AIKANEA I. LOMA	MUMBI	✓
11	JEREMIA A. ULOMI	MUMBI	✓
12	<del>EST</del> <del>BIT</del> KWAHA	MUMBI	✓
13	WINDYFREA E. KWAHA	MUMBI	✓
14	KIKAKA A. KIMARO	MUMBI	✓
15	OBED C. STAO	MUMBI	✓
16	JULIUS	KYULU AMLOS	
✓1	ALENI MUMBU	MUMBU	
✓2	ANNA SWAI	MUMBU	
✓3	SAMSON MUMBU	MUMBU	
✓4	ULOMI PH. MUMBU	MUMBU	
✓5	ANDERSON MUMBU	MUMBU	
✓6	OREMO MUMBU	MUMBU	
✓7	BRANDON A. MUMBU	MUMBU	
✓8	JUSTIN S. MUMBU	MUMBU	
✓9	IRENE E. MUMBU	MUMBU	
✓10	PETRO K. MUMBU	MUMBU	
✓11	IZANG J. KIMBO	MUMBU	
✓12	ETIMBIMBO H. MUMBU	MUMBU	
✓13	NOBEM I. MUMBU	MUMBU	
✓14	RUBEN I. MUMBU	MUMBU	

CITAMA CHA MSINGI MARIKONI

JINA WA MIONAACHAMA (SAINI)

1	IZACK	MWAZIA	...
2	DIANDE	CHUMA	...
3	WILSON	VILCO	...
4	CHIPWAYA	MWAZIA	...
5	RABI	MUNGU	...
6	KILITA	KILIMANJA	...
7	BRAYSON	NSUNA	...
8	ANGEL-SIO	MUNISA	...
9	ROSALINE J	MASAWE	...
10	ADELINA S	MWAZIA	...
11	ELIATA T	MUNISA	...
12	LORD-SUN A	MWAZIA	...
13	SUAI D J	SUAI	...
14	ROSALINE B	MASAWE	...
15	Peter Isaac	Suai	...

NKWANSIRA AMLOS

1	BRAYSON	MUNGU	...
2	SIPHEL	MAKORO	...
3	RASHIDA S	MOSES	...
4	SELINA H	MUNISA	...
5	ELIMARIA E	LENA	...
6	LISABEL E	MAKORO	...
7	WILSON W	LENA	...
8	ELIANA S	KUWA	...
9	BARAKEL S	MWAZIA	...
10	GODVALETA A	SUAI	...
11	TEREVAEL N	SUAI	...
12	AMINA A	MWAZIA	...
13	MILIAN E	MOSES	...
14	GABRIEL A	MUNISA	...
15	ELANSHIMWATA F	ULEMI	...
16	ELIMWAZIA E	MASAWE	...

CHAMA CHA MUNGU		USUKU	SAINI
JINA LA WANACHAMA			
01	ELISEN M. ULOMI		Ulomi
2	ELIZABETH J. ULOMI		Ulomi
3	EMERY	SUKU	Ulomi
4	GEORGE M. ULOMI	KUEKA	Ulomi
5	ROTHAUS A. MASSANT	MASSANT	Ulomi
6	CHARLES B. LOMA		Ulomi
7	TANZANI E. ULOMI		Ulomi
8	SHIRAZI A. LOMA		Ulomi
9	WANDA A. LOMA	KIMARO	Ulomi
10	VASIRIO L. LOMA		Ulomi
11	ROSE C. MAKERE		Ulomi
12	MARTIN K. KIMARO		Ulomi
13	ASIMELABI LOMA		Ulomi
14	ABDULLAHI M. ULOMI		Ulomi
15	TELIA A. ANSEWA		Ulomi

LI MROMA ATILUS

1	OSCAR C. KIMARO		Ulomi
2	GASPER N. NDORE		Ulomi
3	TAKAMALE MUNGU		Ulomi
4	JOSEPH E. MAKERE		Ulomi
5	ELIASHA C. KIMARO		Ulomi
6	AMELI S. ULOMI		Ulomi
7	NDUMBEUSI A. KUEKA		Ulomi
8	DANIAN E. KIMARO		Ulomi
9	MUSA T. KIMARO		Ulomi
10	RADON S. KIMARO		Ulomi
11	ISA A. KUEKA		Ulomi
12	ANANWIRA W. SANE		Ulomi
13	VERONICA B. LOMA		Ulomi
14	G. M. M. ULOMI		Ulomi
15	MUSTAFA A. KUEKA		Ulomi
16	MATAMBAU J. MUNGU		Ulomi

# MACJARO LIMITED

P.O. Box 282,  
MOSH - TANZANIA

The Chairman,  
LEMMEDINA Cooperative Joint Venture  
P. O. Box 1884,  
Moshi, Kilimanjaro  
TANZANIA.

26/10/2019

Dear Sir,

## RE: LEASE OF NKWANSIRA ESTATE

This letter serves to request the Board of LEMMEDINA Cooperative Joint Venture Ltd for their consideration to be given to our request to enter into Lease agreement for the piece of land comprising 309 acres and known as Nkwansira Estate (comprising Meeziwa Estate and Nkwansira Estate) situated in Ilai District, Kilimanjaro.

The Shareholders of Macjaro Ltd are Sir James Powell and Pamoja Farms Ltd.

I James Powell have been residing in Tanzania for 15 years and am the owner of Mboosho Coffee Estate in Ilai District. At Mboosho we grow 40 hectares of Coffee and 60 hectares of Macadamia and references, should they be required, can be requested from Masuma Mula AMCOS. We are experienced and dedicated farmers.

Pamoja Farms Ltd is represented by Guillaume Hallard, a French national whose experience is in raising funds for and managing agricultural startup companies around the world.

Our intention would be to grow Coffee, Macadamia, Vanilla and will be carrying out trials on Avocado and Banana on Nkwansira Estate. Other seasonal cash crops will also be considered.

We wish for our request to be given fair consideration.

Yours Sincerely



Sir James Powell  
Managing Director,  
Macjaro Ltd



# MACJAROLIMITED

P.O. Box 282,  
NOSHI - TANZANIA

Extract from the minutes of the meetings of the Board of Directors of MACJARO LIMITED duly convened at which a proper Quorum was present, held on 28 October 2019 at the registered office of the company at Shushu Estates, P.O. Box 2871A, Hai District, Kilimanjaro.

## PRESENT

JAMES POWELL – Managing Director and in the Chair

ELIZABETH POWELL – Director/ Secretary

## CONSTITUTION

James Powell was in the Chair and declared the meeting to be duly convened and constituted for the conduct of business.

## RESOLUTIONS

- (i) The Directors of MACJARO LIMITED agreed that the Chairman, Mr James Powell should proceed with negotiations with the Board of LEMBEKINNA JOINT ENTERPRISE LTD to acquire the lease of Mucere Estate and Nwaramba Estates, both situated in the District of Hai, Kilimanjaro Region.

There being no further business the meeting terminated at 15:30pm



Managing Director / Chairman

James Powell

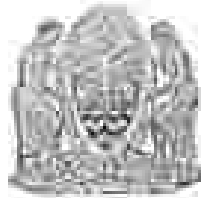


Director / Secretary

Elizabeth Powell



TANZANIA



Certificate of Incorporation

Section 15

No 139482

I HEREBY CERTIFY THAT

**MACJARO LIMITED**

is this day incorporated under the Companies Act, 2002 and that the Company is Limited.

Given under my hand at Dar es salaam

this 21ST day of NOVEMBER

**TWO THOUSAND AND SEVENTEEN.**

20/11/2019

Print: Asst. Registrar of Companies

CIN# 2539748



# TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION  
FOR  
TAXPAYER IDENTIFICATION NUMBER (TIN)  
(ISSUED UNDER SECTION 14 OF THE TAX ADMINISTRATION ACT 2004)

**THIS IS TO CERTIFY THAT**

**MACJARD LIMITED**

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY  
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

**157-051-007**

WITH EFFECT FROM: **11 July 2018**

TRA LOCATION: **KILIMANJARO**

TAX OFFICE: **HAI**

PHYSICAL LOCATION: **PLOT No. 3711A**

STREET / AREA: **MBOSHO**

OFFICIAL SEAL

*[Signature]*  
2019

*[Signature]*  
ELIJAH U. SPWANDASHIYA

COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THE SIGNATURES AND OTHER DETAILS ON THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF

THE COMPANIES ACT, 2002

---

COMPANY LIMITED BY SHARES

---

Memorandum

And

Articles of Association

Of

MACJARO LIMITED

---

Incorporated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

---

Drawn by: -  
MR. JAMES RICHARD POWELL  
SUBSCRIBER  
P.O. BOX 282  
MOMBASA  
TANZANIA

TANZANIA  
Stamp Duty Paid  
IN FULL ON QUANTAL  
Stamp No. 365091

THE COMPANIES ACT, 2002

MEMORANDUM OF ASSOCIATION

Stamp Duty Paid  
Stamp No. 365091

OF

MACJARO LIMITED

TANZANIA  
Stamp Duty Paid  
Stamp No. 365091

1. The name of the Company is "MACJARO LIMITED"
2. The Registered office of the Company will be situated in Tanzania.
3. The objects for which the Company is established are:-
  - (a) To cultivate any estates, farms, lands and properties and to develop the resources of the same by draining, clearing, planting, pasturing, wirefencing, contouring, irrigation, landscaping, green housing, and land reclamation and to engage in the business of agro-industry, including the production and marketing of all types of nurseries, flowers, plants, coffee, tea, cotton, nuts, any or all types of commercial crops and organic vegetables and fruits, as well as all, every or any similar commodity, agriculture, floriculture, horticulture, hydroponics, silviculture, wine-growing, animal husbandry, improving all types of seeds and processing organic manures, as well as any business connected with or incidental to production from land.
  - (b) To carry on the business of planters and growers of all kinds of nurseries and cash and commercial crops, flowers, fruits and vegetables both in small and large scale for local and export.
  - (c) To establish and operate institute and training centre for organic agriculture and training personnel in all respect of farming activities.
  - (d) To provide consultancy services in relation to all agricultural activities.
  - (e) To import, export, sell, market, store, transport, pack, process preserve and generally deal in all manners possible with agricultural and food products, agricultural commodities and agricultural inputs, chemicals, machinery, equipment, modules and necessities of all kinds and descriptions and to act as producers, agents, and treasurer of the producers and manufacturers of the same.
  - (f) To carry on the business of importers, exporters, manufacturers and dealers in all kinds of mercantile goods.
  - (g) To carry on the business of general merchants and traders and to buy, sell, manufacture, import, export and deal in goods, both wholesale and retail, merchandise and produce of all kinds and for such purposes to open and keep shops, stores and warehouses and to do all such things either as principal or as agents.

90/10/2014

- (v) To carry on the business of importers, exporters, retailers, wholesalers, dealers, sellers, market, store, transport, pack and preserve fresh fruits, vegetables, flowers and nuts.
- (vi) To carry on the business of auctioneers, house agents, land and estate agents, surveyors, appraisers, valuers, brokers, commission agents, financial agents, insurance clearing and forwarding, tourists, travel, commercial and general agents, and to purchase or otherwise acquire, and to sell, let or otherwise dispose of and deal in real and personal property of every description.
- (vii) To acquire, purchase or take over, promote, construct, establish and carry on the business of hotels, restaurant, bar, café, motel, holiday camping, safari lodges, tour operators, hire of vehicles, mountain climbing and other safaris operators, boat tours and fishing, carriers of passengers and goods, souvenir and handcraft shop and to carry on any other business which the Directors of the Company may deem fit in respect of tourist industry.
- (viii) To carry on business of restaurant, canteens, refreshment contractors, bakers, confectioners, butchers, dressmakers, poultryers, vint, spirit and provision merchants and to carry on any other business which the Directors of the Company may deem fit.
- (ix) To acquire, purchase or take over, promote, construct, establish and carry on the business of hotels, restaurant, bar, café, motel, holiday camping, safari lodges, tour operators, mountain climbing and other safaris operators, Boat Tours and fishing, souvenir and handcraft shop and to carry of any other business which the Directors of the Company may deem fit.
- (x) To import, export, sell, market, store, transport, pack, process, preserve and generally deal in all manners possible with agricultural and food products, agricultural commodities and agricultural inputs, chemicals, machinery, equipment, requisites and necessities of all kinds and descriptions and to act as promoters, agents, and salesman of the producers and manufacturers of the same.
- (xi) To carry on business as distributors of wines and spirits, mineral and aerated water, juices, beer, soft and hard drinks and other liquids of every description.
- (xii) To develop and turn to account any land acquired by or in which the Company has interest and particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, demolishing, maintaining, furnishing, fitting up and improving buildings and planting, paving, draining, farming, cultivating, leasing on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, architects and other.
- (xiii) To enter into any arrangements with any Government or authorities supreme, municipal, local or otherwise, that may seem conducive to the company's objects.

or any of them, and to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

- (k) To obtain any provisional Order, Ordinance or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (l) To procure the company to be registered, incorporated or otherwise constituted if necessary or advisable according to the law of any foreign country.
- (m) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the company.
- (n) To amalgamate or enter into partnership or any agreement whether perpetual or terminable, for sharing profits, union of interest joint adventure, reciprocal concessions or co-operation with any persons, firm, society, association or group of persons, carrying on or engaged in or about to carry (in the case of a company) formed to carry on or engage in any business or transaction within the objects of the Company or any business transaction or course of action which may seem to the Company capable of being conducted so as directly or indirectly to benefit the company or to prevent or minimize apprehended loss, damage or cost to the Company or to such person, firm, society, association or group of persons, purchase, subscribe for or otherwise acquire and hold shares (fully or partly paid up) or stock in or securities of, or to lend money, to guarantee the contracts of subsidiaries or otherwise assist any such person, firm, society, association or group of persons, and to sell, hold, re-issue with or without guarantee or otherwise deal with such shares, stock or securities.
- (o) To sell exchange let, convey, dispose of, transfer or otherwise deal with the undertaking of the company or any part thereof upon such terms and for such consideration as the company may think fit.
- (p) To improve, manage, develop, exchange, mortgage, let on rent or in consideration of a share of profits, either in money or kind or otherwise grant, licence, easements and other rights of and over and in any manner dispose of, turn to profit or deal with all or any part of the property and rights of the company.
- (q) To establish, promote and otherwise assist any company or companies for the purpose of acquiring all or any part of the property of furthering any of the objects of this company.
- (r) To issue or guarantee the issue of or the payment of interest on the shares, debentures, debenture stock or other securities or obligations of any company.
- (s) To invest the moneys of the company not immediately required in such manner, other than in the shares of this company, as may from time to time be determined.

- (a) To lend and advance money or give credits to such persons and on such terms as may be deemed expedient and in particular to customers and others having dealings with the company and to give guarantees or become surety for any such person.
- (aa) To rise or borrow money or to assure the payment of money and of any interest thereon in such manner and on such terms as may be deemed expedient, and in particular by the issue at par or at a premium or discount of debentures or debenture stock either perpetual or termable, or by bonds, mortgages or any other form of security over or upon all or any of the undertaking, property or rights of the company both present and future including its uncalled capital, or without any such security.
- (ab) To receive money on deposit with or without allowance of interest thereon.
- (ac) To join with any other company or companies in the issue of a joint debenture or joint debentures, to assure the performance of any of the joint or several obligations of this company and all or any such other companies.
- (ad) To accept stock or shares in or the debentures, mortgage debentures or other securities of any other company in payment for any services rendered or for any sale made to or debt owing from any such company.
- (ae) To draw, accept and make and to endorse, discount and negotiate bills of exchange, promissory notes and other negotiable instruments.
- (af) To establish agencies and local boards in Tanzania and elsewhere, and to regulate and discontinue the same.
- (ag) To seek for and secure openings for the employment of capital in any part of the world, and with a view thereto to prospect, inquire, examine, explore and test and to employ and to dispatch expeditions, commissioners, experts and other agents.
- (ah) To acquire from any sovereign state or authority supreme local or otherwise any concessions, grants, decrees, rights or privileges whatsoever which may seem to the company capable of being turned to account and to work, develop, carry out, exercise and turn to account the same.
- (ai) To procure the company to be registered or recognised in any foreign country or place.
- (aj) To carry on the business of branches in all their branches and departments, including the borrowing, raising or taking up of money, the lending or advancing of money, securities and property, the discounting, buying, selling and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, certificates, scrip and other instruments and securities and issuing letters of credit and circular notes, the buying, selling and dealing in bullion and specie, the acquiring, holding, issuing on commission, underwriting and drawing with stocks, funds, shares, debentures, debenture stock, bonds, obligations,

AND IT IS HEREBY DECLARED THAT in the interpretation of this clause the powers conferred upon the company by any paragraph shall not be restricted by reference to any other paragraph or to the name of the company or by the juxtaposition of two or more objects, nor shall any of the aforesaid objects or powers be deemed subsidiary or auxiliary merely to the objects mentioned in the first or any other paragraph, save as is expressly provided; but so that the company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world, and in the event of any ambiguity this clause and every paragraph hereof shall be construed in such a way as to widen and not to restrict the powers of the company.

- 4. The liability of the Members is limited.
- 5. The share capital of the Company is Tanzania Shillings One billion (T.Shs. 1, 000, 000, 000/-) divided into One hundred Thousand (100,000) Shares of Tanzania Shillings Ten Thousands (T.Shs. 10, 000/-) each.

We, the persons whose names and addresses are subscribed, and desire to be formed into a company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

No.	NAMES AND ADDRESSES OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURES OF SUBSCRIBERS
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1.	MSOSHO COFFEE COMPANY LIMITED P.O. BOX 282 MOSHI TANZANIA	100	
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MRS. ELIZABETH ANNE DEACON  
DIRECTOR



2.	JAMES RICHARD POWELL P. O. BOX 282 MOSHI TANZANIA	50	<i>[Signature]</i>
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Total shares taken

150

Dated the 28<sup>th</sup> Day of October 2017

Witness to the above Signatures -

*[Signature]*  
**Mehboob M. Sadiq** C.A. P.T.A.  
 Certified Public Accountant in  
 Public Practice  
 T. O. Box 422, MOSHI

THE COMPANIES ACT, 2002  
COMPANY LIMITED BY SHARES

TANZANIA  
Stamp Duty 3000/-  
PAID ON ORIGINAL  
Receipt No. 34553/01  
*[Signature]*

TANZANIA  
Stamp Duty 3000/-  
Receipt No. 34553/01  
*[Signature]*

ARTICLES OF ASSOCIATION

OF

MACJARO LIMITED

INTERPRETATION

1. In these Regulations:

- "The Act" Means the Companies Act.
- "The Articles" Means the Articles of the Company.
- "Clear Days" In relation to the period of a notice means that period excluding the day when the notice is given or on which it is to take effect.
- "The Holder" In relation to shares means the member whose name is entered in the register of members as the holder of the shares.
- "The Seal" Means the common seal of the Company.
- "Secretary" Means the secretary of the Company or any person appointed to perform the duties of the secretary of the Company.

Expressions referred to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Regulations shall bear the same meaning as in the Act or any Statutory Modification thereof in force at the date at which these Regulations become binding on the Company.

Regulations contained in Part 1 of Table A shall apply save for regulation 22.

**PRIVATE COMPANY**

Accordingly:-  
limited in manner hereinafter prescribed.

company is limited to fifty as further provided for in

10. Every  
payment  
such as  
share of  
of any class;

substitute for any shares or debenture of the public in

is power to issue share warrants to bearer.

## SHARE CAPITAL AND VARIATION OF RIGHT

4. Subject to the provisions of the Act, and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions, whatever in regard to dividend, voting, return of capital or otherwise as the Company may by ordinary resolution determine.
5. Subject to the provisions of section 81 of the Act, any shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Company before the issue of the shares may by special resolution determine.
6. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these Regulations relating to general meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.
7. The rights conferred upon the holders of the shares of any class shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
8. The company may exercise the powers of paying commissions conferred by section 59 of the Act. Subject to the provisions of the Act, such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.
9. Except as required by the law, no person shall be recognized by the company as holding any share upon any trust, and the company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except as otherwise provided by the articles or by law) any other rights or interests in respect of any share except an absolute right to the entirety thereof in the registered holder.

## SHARE CERTIFICATES

10. Every member, upon becoming the holder of any shares, shall be entitled without payment to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each

for one or more of his shares, upon payment for every certificate after the first such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid thereon. In respect of a share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one joint holder shall be sufficient delivery to all joint holders.

11. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of expenses reasonably incurred by the certificate in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

#### LIEN

12. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, but the directors may at any time declare any share to be wholly or in part exempt from provisions of this regulation. The Company's lien, if any, on a share shall extend to any amounts payable in respect of it.
13. The Company may sell, in such manner as the directors determine, any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after a notice in writing has been given to the holder of the share, or the person entitled thereto by reason of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
14. To give effect to any such sale the directors may authorise some person to transfer the shares sold to, or in accordance with the directions of, the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in the reference to the sale.
15. The net proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as presently payable, and the residue, if any, shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares, at the date of the sale.

#### CALLS ON SHARES

16. Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding

call, and each member shall (subject to receiving at least fourteen clear days notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

17. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
18. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
19. If a call remains unpaid after it has become due and payable, the person from whom the sum is due shall pay interest on the amount unpaid from the day it became due and payable to the time of actual payment at the rate fixed by the term of allotment of the share or, if no rate is fixed, at a rate not exceeding five percent per annum as the directors may determine, but the directors may waive payment of such interest wholly or in part.
20. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call, and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call.
21. Subject to the terms of allotment, the directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
22. The directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become payable) pay interest at such rate not exceeding (unless the company in general meeting shall otherwise direct) six per cent per annum, as may be agreed upon between the directors and the members paying such sum in advance.

#### TRANSFER OF SHARES

23. The instrument of transfer of any share shall be in any usual form or any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid up, by or on behalf of the transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
24. The directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is fully paid share.

25. If the directors refuse to register a transfer they shall within sixty days after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
26. The registration of transfers of shares or any transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.
27. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting title to any share.

#### TRANSMISSION OF SHARES

28. In case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the personal representatives of the deceased where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
29. A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may properly be required by the directors and subject as hereinafter provided, either elect by notice to the company to be registered as holder of the share, or elect to have some person nominated by him registered as the transferee in which case he shall execute the appropriate instrument of transfer. All the articles relating to the right to transfer of shares shall apply to any such notice of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
30. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall have the rights to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company.

#### ALTERATION OF CAPITAL

31. If a call remains unpaid after it has become due and payable, the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid, together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with, the share in respect of which the call was made will be liable to be forfeited.
32. If the notice is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited share and not paid before the forfeiture.

33. Subject to the provisions of this Act, a forfeited share may be sold, re-allocated or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person, and at any time before a sale, re-allocation or other disposition the forfeiture may be cancelled on such terms as directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person, the directors may authorise some person to execute an instrument of transfer of the share in question.
34. A person any of whose shares have been forfeited shall cease to be a member in respect of the forfeited shares and shall surrender to the company for cancellation the certificate for the shares forfeited, but shall remain liable to the company for all moneys which, at the date of forfeiture, were payable by him to the company in respect of the shares, but his liability shall cease if and when the company shall have received payment in full of all such moneys in respect of the shares, but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
35. A statutory declaration by a director or the secretary that a share has been forfeited on a date stated in the declaration shall be conclusive evidence of the facts stated therein as against all persons claiming to be entitled to the share, and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share, and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity or invalidity of the proceedings in reference to the forfeiture or disposal of the share.
36. The company may by ordinary resolution:-
- (a) Increase its share capital by new shares of such amount, as the resolution prescribes;
  - (b) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (c) Subject to the provisions of section 85(1)(d) of the Act, sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association;
  - (d) Cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
37. Whenever as a result of a consolidation of shares any member would become entitled to fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including subject to the provisions of this Act, the company) and distribute the net proceeds of sale in due proportions among those members, and the directors may authorise some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

38. Subject to the provisions of the Act, the company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any way.
39. The company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one annual general meeting of the company and that of the next.
40. All general meetings other than annual general meetings shall be called extraordinary general meetings.
41. The directors may, whenever they think fit, call an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisitions, or, in default, may be convened by such requisitionists, as provided by section 134 of the Act. If at any time there are not within the Territory sufficient directors to call the meeting, any director or any two members of the company may call the meeting in the same manner as nearly as possible that in which meetings may be convened by the directors.

#### NOTICE OF GENERAL MEETINGS

42. Every general meeting shall be called by twenty-one clear days notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business and, in the case of an annual general meeting, shall specify the meeting as such.

Provided that a meeting of the company may be called by shorter notice if it is so agreed:

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.

43. Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors. The accidental omissions to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

44. All business shall be deemed special that is transacted at an extraordinary general meeting, and also at that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, and the reports of the

directors and auditors; the election of directors in the place of those retiring and the appointment of, and the fixing of the remuneration of the auditors.

45. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; two persons entitled to vote on the business to be transacted, each being a member or a proxy for a member of a duly authorised representative of a corporation, shall be a quorum.
46. If within half an hour from the time appointed for meeting a quorum is not present, or if during the course of a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day at such other time and place as the directors may determine.
47. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the general meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the directors present shall elect one of their number to be chairman of the meeting and, if there is only one director present and willing to act, he shall be chairman.
48. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.
49. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at a general meeting and at any separate meeting of the holders of any class of shares in the company.
50. The chairman may, with the consent of any meeting at which quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days and the general nature of the business to be transacted at an adjourned meeting.
51. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (a) By the chairman or;
  - (b) By at least five members having the right to vote at the meeting; or
  - (c) By a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
  - (d) By a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

and a demand by a person as proxy for a member shall be the same as a demand by the member.

52. Unless a poll be so demanded, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be evidence of that fact.
53. The demand for a poll may, before the poll is taken, be withdrawn.
54. Except as provided in article 54, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
55. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
56. A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time not being more than thirty days after the poll is demanded as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
57. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall have effect as if it had been passed at a general meeting duly convened and held, and may consist of several instruments in the like form each executed by or on behalf of one or more members.

#### VOTES OF MEMBERS

58. Subject to any rights or restrictions attached to any share or class or classes of shares on a show of hands every member (being an individual) present in person or (being a corporation) present by a duly authorised representative, not being himself a member, entitled to vote, and on a poll every member shall have one vote for each share of which he is the holder.
59. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.
60. A member in respect of whose estate a manager has been appointed under section 2 of the Mental Diseases Ordinance, may vote, whether on a show of hands or on a poll, by his manager, and any such manager may, on a poll, vote by proxy.

- 61. No member shall be entitled to vote at a general meeting or at a separate meeting of the holders of any class of shares in the company unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
- 62. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
- 63. On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
- 64. The instrument appointing proxy shall be in writing executed by or on behalf of the appointor or of his attorney duly authorized in writing, or, if the appointor is a corporation, either under seal, or under the hand of an officer or attorney duly authorized. A proxy need not be a member of the company.
- 65. The instrument appointing a proxy and any authority under which it is executed a copy of that authority certified notari ally or in such other manner as approved by the directors shall be deposited at the registered office of the company or at such other place within the Territory as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
- 66. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

**MACJARD LIMITED**

I/we \_\_\_\_\_ of \_\_\_\_\_ being \_\_\_\_\_ a  
 Member/members of the above named company, hereby appoint \_\_\_\_\_  
 of \_\_\_\_\_ or failing him, \_\_\_\_\_ of \_\_\_\_\_  
 as my/our proxy to vote for me/us on my/our behalf at the (annual or extraordinary, as the  
 case may be) general meeting of the Company to be held on the \_\_\_\_\_  
 day of \_\_\_\_\_ and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

- 67. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

## MACJARD LIMITED

I/We \_\_\_\_\_ of \_\_\_\_\_ being \_\_\_\_\_  
 a Member/members of the above named company, hereby appoint \_\_\_\_\_  
 of \_\_\_\_\_ or failing him, \_\_\_\_\_  
 of \_\_\_\_\_ as my/our proxy to vote for me/us on my/our behalf at the  
 (annual or extraordinary, as the case may be) general meeting of the company to be held  
 on the \_\_\_\_\_ day of \_\_\_\_\_, and of any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

The form is to be used in favour of/proposed resolutions (1/2/3 etc.). Unless otherwise instructed, the proxy will vote as he thinks fit or abstain from voting.

66. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

68. A vote given in accordance with the terms of an instrument of proxy, or poll demanded by proxy, or by the duly authorized representative of a corporation shall be valid notwithstanding the previous determination was received by the company at its registered office (or at such other place at which the instrument or proxy was duly deposited) before the commencement of the meeting or adjourned meeting at which the proxy is used.

### CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

70. Any corporation which is a member of the company may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the company or of any class of members of the company, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the company.

### DIRECTORS

71. (i) Unless and until otherwise determined by the company by Ordinary Resolution the number of Directors (excluding Alternate Directors) shall not be less than two and not more than ten.

(ii) The names of the First Directors of the Company shall be:

1. JAMES RICHARD POWELL
2. ELIZABETH ANNE DEACON

72. The shareholding qualification for directors may be fixed by the company in general meeting, and unless and until so fixed no qualification shall be required.

## POWERS AND DUTIES OF DIRECTORS

73. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the company shall be managed by the directors, who may exercise all the powers of the company. No alteration of the memorandum or articles and no such directions shall invalidate any prior act of the directors which would otherwise have been valid. The powers given by this article shall not be limited by any special power given to the directors by the articles and meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
74. The directors may by power of attorney appoint any person to be the attorney or agent of the company for such purposes and on such conditions as they determine, including authority for the attorney or agent to delegate all or any of his powers.
75. The directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party.
76. The company may exercise the powers conferred upon the company by sections 124 to 127 of the Act with regard to the keeping of a branch register, and the directors may (subject to the provisions of those sections) make and vary such regulations as they may think fit respecting the keeping of any such register.

## DIRECTOR'S APPOINTMENTS AND INTERESTS

77. The directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director, but without prejudice to any claim to damages for breach of the contract of service between the director and the company. A managing director and a director holding any other executive office shall not be subject to retirement by rotation.
78. A director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the company shall declare the nature of his interest at a meeting of the directors in accordance with section 209 of the Act.
79. Subject to the provisions for the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office-
- (a) May be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested,

- (i) May be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in any body corporate promoted by the company or in which the company may be interested;
- (ii) Shall not, by reason of his office, be accountable to the company for any benefits which he derives from any such office or employment (retirement or other benefits received by him as a director or officer of, or from his interest in, such other company) unless the company otherwise directs.

Provided that nothing herein contained shall authorise a director or his firm to act as auditor to the company.

**60. For the purposes of articles 75 and 77 -**

- (a) A general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in such transaction of the nature and extent specified; and
- (b) An interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

**61. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed in such manner as the directors shall from time to time by resolution determine.**

**MINUTES**

**62. The directors shall cause minutes to be made in book kept for the purpose:-**

- (a) Of all appointments of officers made by the directors;
- (b) Of the names of the directors present at each meeting of the directors and of any committees of the directors;
- (c) Of all resolutions and proceedings at all meetings of the company, of the holders of any class of shares in the company, and of the directors, and of committees of directors.

**REMUNERATION AND EXPENSES; GRATUITIES AND PENSIONS**

**63. The remuneration of the directors shall be determined by ordinary resolution of the company and, unless the resolution otherwise provides, such remuneration shall be deemed to accrue from day to day. The directors may also be paid all traveling, hotel and other expenses properly incurred by them in attending an returning from meetings of the directors or any committee of the directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the company or otherwise in connection with business of the company.**

84. The directors on behalf of the company may pay a gratuity or allowance on retirement to any director who has held any other similar office or place of profit with the company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provisions of any such gratuity, pension or allowance.

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

85. The office of directors shall be vacated if the director-
- (a) Ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
  - (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (c) Becomes of unsound mind; or
  - (d) Resigns his office by notice in writing to the company; or
  - (e) Shall for more than six consecutive months have been absent without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

86. The company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or to be an additional director.
87. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the total number of directors does not exceed the number fixed by or in accordance with these articles. A director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election.
88. The company may by ordinary resolution, of which special notice has been given in accordance with section 144 of the Act, remove any director before the expiration of his period of office notwithstanding anything in these articles or in any agreement between the company and the director. Such removal shall be without prejudice to any claim the director may have for damages for breach of any service contract with the company.
89. The company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding regulation, and without prejudice to the powers of the directors under article 85 the company may by ordinary resolution appoint any person to be a director either to fill a vacancy or as additional director.

#### PROCEEDINGS OF DIRECTORS

90. Subject to the provisions of the articles, the directors may regulate their meetings as they think fit. Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall

not be necessary to give notice of a meeting to any director who is absent from Tanzania.

81. The quorum necessary for the transaction of the business of the directors may be fixed by the directors and unless so fixed shall be two.
82. The continuing directors may act notwithstanding any vacancy in their number, but, if their number is reduced below the number fixed as the necessary quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
83. The directors may appoint one of their number to be the chairman of the board of directors and determine the period of which he is to hold office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if no such chairman is appointed, or if he is unwilling to preside, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, directors present may choose one of their number to be chairman of the meeting.
84. The directors may delegate any of their powers to any committee consisting of one or more directors; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the directors. Subject to any such regulations, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.
85. All acts done by a meeting of the directors or of a committee of directors or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director, or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and continued to be a director and was entitled to vote.
86. A resolution in writing, signed by all the directors entitled to receive notice of a meeting of the directors, or of a committee of directors, shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of directors duly convened and held, and may consist of several documents in like form each signed by one or more directors.
87. Save as otherwise provided in the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company. Subject to and in accordance with provisions of the Act, an interest of a person who is connected with a director shall be treated as an interest of the director.
88. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

99. The company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors.

100. Where proposals are under consideration concerning the appointment of two or more directors or officers or employment with the company or any body corporate in which the company is interested, the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except then concerning his own appointment.

101. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

#### SECRETARY

102. The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

103. A provision of the Act or these Regulations requiring or authorising a thing to be done by or to a director and the secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, the secretary.

#### THE SEAL

104. The seal shall only be used by the authority of the directors or of a committee of the directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

#### DIVIDENDS AND RESERVE

105. Subject to section 180 of the Act, the company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.

106. Subject to the provisions of the Act, the directors may from time to time pay to the members such interim dividends as appear to the director to be justified by the profits of the company available for distribution.

107. The directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for any purpose to which the profits of the company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the directors may from time to

time think fit. The directors may also without placing the same to reserve carry forward and any profits which they may think prudent not to divide.

108. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid on the shares in respect of which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
109. Any general meeting declaring a dividend may, upon the recommendation of the directors, direct payment of such dividend wholly or partly by the distribution of assets and, where any doubt arises in regard to the distribution, the directors may settle the same, and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of member, and may vest any assets in trustees.
110. Any dividend, interest or other money payable in cash in respect of shares may be paid by cheque sent through the post to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named at the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent, and payment of the cheque shall be a good discharge to the company. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the shares held by them as joint holders.
111. No dividend or other moneys payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share.
112. Any dividend which has remained undivided for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the company.

## ACCOUNTS

113. The directors shall cause proper books of accounts to be kept with respect to:
- (a) All sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place;
  - (b) All sales and purchase of goods by the company; and
  - (c) The assets and liabilities of the company.
- Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the company's affairs and to explain its transactions.
114. The books of account shall be kept at the registered office of the company, or subject

to section 151 (4) of the Act, at such other place or places as the directors think fit, and that always be open to the inspection of the directors.

115. No members shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the directors or by ordinary resolution of the company.
116. The directors shall, in accordance with sections 153, 155 and 159 of the Act, cause to be prepared and to be laid before the company in general meeting such profit and loss accounts, balance sheets, cash flow statements, group accounts (if any) and reports as are required to in those sections.
117. In accordance with section 163 of the Act, the copy of the company's annual accounts to be laid before the company in general meeting together with a copy of the director's report and the auditor's report shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of the company. Provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the company is not aware or to more than one of the joint holders of any shares or debentures.

#### CAPITALISATION OF PROFITS

118. The directors may, with the authority of an ordinary resolution of the company:
- (a) Resolve to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and that such sum be capitalised to the members who would have been entitled to it were distributed by way of dividends and in the same proportions and apply such sum either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or in paying up in full in issued shares or debentures of the company to be allotted and distributed;
  - (b) Make such provision for the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and authorize any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively, credited in full paid up, of any shares or debentures to which they are entitled upon such capitalisation, and any agreement made under such authority shall be effective and binding on all such members.

#### AUDIT

119. Auditors shall be appointed and their duties regulated in accordance with sections 170 to 172 of the Act.

#### NOTICES

120. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of directors need not be in writing. The company may give any notice to a member whether personally or by sending it post in a prepaid envelope addressed to the member at his registered address, or by leaving it at that address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing, and posting a letter

# LEASE AGREEMENT

Made this 03<sup>rd</sup> Day of June, 2021

Between

**MACHAME NKUU AGRICULTURAL AND MARKETING CO-OPERATIVE SOCIETY**

**(Machame Nkuu AMCOS)**

And

**MACJARO LIMITED**

**CONCERNING THE LEASE OF THE PARCELS OF LAND MEASURING TWENTY-THREE  
(23) ACRES COMPRISED IN THE CERTIFICATE OF TITLE NUMBER 16745  
COMMONLY KNOWN AS MKUFI ESTATE**

**DRAWN BY:**

Gabriel Wansato Sasi & Safirielly Peter Mbwambo,  
Attorneys,

P.O. BOX 8229, Moshi

Mobile: +225 743 727 141 &

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This Lease Agreement has been entered this 22nd day of June in the year 2021.

**BETWEEN**

**MACHAME NKUU AGRICULTURAL AND MARKETING COOPERATIVE SOCIETY (MACHAME NKUU AMCDS)**, a body corporate incorporated under the Co-operative Societies Act, No. 6 of 2013 of the Laws of Tanzania, and having its registered offices within Nkuu Nsinde Village, Hai District, Kilimanjaro, of Postal Office Box number 659, Moshi-Kilimanjaro (hereinafter called "the Lessor" which expression shall where the context so admits, includes its successors, representatives, heirs and assignee in title) of the one part;

**And**

**MACIARO LIMITED**, a limited liability Company incorporated under the Companies Act, [Cap. 212 R.E 2002] of the Laws of Tanzania) and having its registered offices within: Farm No 1294, Roo Village, Hai District, Kilimanjaro, of Postal Office Box number 436, Moshi, and a duly registered limited company under the Companies Act, [Cap. 212 R.E 2002], Certificate of Incorporation No: 139482; Date of incorporation 21/11/2017 (hereinafter called the "Lessee" which expression shall where the context so admits, includes its successors, representatives, heirs and assignee in title) of the other part.

**RECITALS**

**Whereas:**

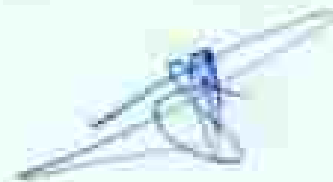
- a. The Lessor is the Lawful owner of the property under the Certificate of Title No. 16745 situated at Machame Area, Hai District, Kilimanjaro Region



commonly known as Mkufi Estate (hereinafter called the "demised property");

- b. The Lessor being a registered proprietor of the demised property, through his powers vested to the Members of his Board has hereto agreed to lease the demised property for economic activities as shall be well stipulated in this lease agreement;
- c. The Lessee is interested in developing the Lessor's demised Property for the period of time as shall be agreed in this lease agreement;
- d. The Lessee wishes to lease the Lessor's Twenty Three (23) acres of the demised property under this Lease Agreement for the period of five (5) years with a view to conducting farming business.
- e. The Lessor on the other hand is willing and consented thereto to lease the demised property to the Lessee, and in each case in accordance with the terms and conditions stipulated in this lease agreement;
- f. Both Lessor and Lessee have chosen to define their obligations in the execution of this lease agreement through the terms and conditions set forth in this agreement.

**NOW THEREFORE, BOTH PARTIES TO THIS LEASE AGREEMENT HAVE PUT THEIR HANDS TOGETHER AND HAVE AGREED ON THE FOLLOWING TERMS AND CONDITIONS AS SET FORTH AS FOLLOWS:-**



## CLAUSE 1. DEFINITIONS OF TERMS

In this agreement the following terms shall have the following meanings: -

**"Agreement/Contract"** Means the terms and conditions entered between the Lessor and Lessee of this lease agreement;

**"Development Plan"** Means a Written Plan to be prepared by the Lessee and to be approved by the Lessor of which it provides for the means, methods and resources to be employed by the Lessee in developing the Farm in a manner which optimizes production.

**"Development Projects"** All activities concerning development which will be carried out by the community.

**"Equipment"** Means existing machines used by the Lessee to simplify its works in the performance of its obligations in management of the demised property.

**"The Term"** Means the term (this lease period) of this Lease Agreement.

**"The demised property"** Means the land, together with all the buildings that pertains to the remaining of Certificate of Title No. 16745 measuring 23 acres in respect of Mkufi Estate, Hai District, Kilimanjaro, and the same having a description of location as indicated and explained in certificate of Title and as shall be described in *Clause 5* of this lease agreement.

**"Movable Property"** Means all assets which belong to the lessee and lessor of which are temporarily affixed to the demised property and can be transferred



from one place to the other, this shall include machines and equipment which are bolted in the demised property.

**"Immoveable Property"** Means all the assets which have been affixed permanently on the demised property and cannot be transferred from one place to the other except for the bolted machines which shall be regarded as movable properties.

## CLAUSE 2. THE LEASE

2.1 Subject to the terms and conditions of this Lease Agreement, the Lessor does hereby lease the demised property to the Lessee for a consideration to be stipulated in this lease agreement.

2.2 The Lessee does hereby agree to take the demised property on the terms and conditions stipulated hereinafter in this Lease Agreement.

2.3 This Lease Agreement shall be binding to the parties in this Lease Agreement only.

## CLAUSE 3. LEASE PERIOD

3.1 The Lease Agreement period shall be duration of five (5) years effective from the 1<sup>st</sup> day of March, 2021 to the 28<sup>th</sup> day of February, 2026 (hereinafter called **"the term"**) subject to any renewal if the need arises.

3.2 The Lessee can prior to the expiration of the term and if there shall not at that time be any existing breach of this agreement by the Lessee, show his



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intention in writing of extending the term for a further term or such other period as may be agreed upon.

3.3 If the Lessor does not renew the Lease, the Lessee shall have the right to take away all movable assets except for immovable permanent structures.

#### CLAUSE 4. CONSIDARATION AND MODE OF PAYMENT

4.1 The agreed Lease consideration shall be United States Dollars One Hundred and Fifty (USD 150.00) per acre on the first year to be increased by Two Dollars per annum per acre for the entire twenty-three (23) acres of the demised property in every single year until the expiration date of this Lease Agreement.

4.2 In 2021 the payment will be paid in full and within seven days following signature of this document (lease agreement). Thereafter, the consideration shall be paid annually and in full by the Lessee on or before the 31<sup>st</sup> day of January each calendar year upon receipt of an invoice.

4.3 All payments from the Lessee shall be directed to the Lessor's Bank Account as follows: -

4.4 CRDB (Bank) for Tanzanian Shillings (TSHS.): -

Account Name: **Machame Nkuu AMCOS**

Account Number: **0152345283700**

Exim Bank for United States Dollars (USD.): -

Account Name: **Machame Nkuu AMCOS**

Account Number: **0070015173**

## CLAUSE 5. DESCRIPTION OF THE DEMISED PROPERTY

5.1 Total area of the demised property is 23 acres as explained in Clause 1 of this lease agreement. Its boundaries are as follows: -

To the North: Bondeni Flowers Ltd.

To the South: Constructed water channel belonging to Dekker Bruins.

To the East: Dekker Bruins.

To the West: Kikavu River

## CLAUSE 6. OBLIGATIONS OF THE LESSOR

6.1 The Lessor hereby grants to the Lessee the absolute right to manage, control, and or operate the demised property and also use the demised property in accordance with the terms and conditions of this lease agreement.

6.2 The Lessor shall ensure the Lessee enjoys the entire demised property as per this agreement without any interference.

6.3 The Lessor guarantees the Lessee that the title of the demised property is clean, without any encumbrance and there is no conflict or any case subsisting in any Court of Law or Tribunal. If there is any, the Lessor shall compensate the Lessee for all expenses and costs incurred.

6.4 The Lessor shall compensate the Lessee for all improvements done by the Lessee in the demised property if the Lessor terminates this Lease Agreement without prior consultation and approval of the Lessee.



6.5 The lessor shall ensure the boundaries of the demised property are intact and no trespassers or any person encroach to the demised property.

6.6 Except with the prior written consent of the Lessee, the Lessor will not use the demised property as a security to obtain loan during the term.

6.7 The Lessor shall endeavor to do all what is within their power to apply for and or assist with obtaining licenses to any increased water rights that may be required in the future including licenses to drill boreholes and construction of water reservoirs when the need shall arise.

#### CLAUSE 7. OBLIGATIONS OF THE LESSEE

7.1 To pay the consideration for the Lease hereinabove reserved at the time and in the manner aforesaid,

7.2 To pay operational costs including labour, chemicals, fertilizer and other related expenses.

7.3 To pay the cost of security services for the demised premises.

7.4 To permit the Lessor or any person authorized by him and after giving reasonable prior notice to the Lessee (or immediately in case of emergency) to enter upon the demised premises for inspection.

7.5 To comply forthwith in all respects with the provisions of every parliamentary enactment (which expression in this sub-clause includes every Act of Parliament now or hereafter enacted and every instrument, regulations and



by-law and every notice or order given there under) so far as the same shall affect the demised premises.

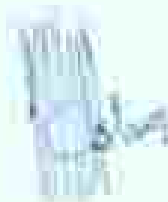
7.6 The Lessee shall ensure that the aspects of environmental protections over the demised property are implemented.

7.7 The Lessee shall not fell any tree on the demised property without seeking and obtaining the permission of the Lessor. The Lessee shall however, upon consultation with the Lessor, have the right to harvest, prune or reduce the number of trees on the demised property for the purposes of construction, reducing shade or removing obstructions. Ownership of the fallen trees will be to the Lessor.

7.8 The Lessee will maintain and repair roads within the demised property.

7.9 The Lessee is not allowed to sub-lease or rent any part of the demised property without the prior consent of the Lessor.

7.10 The Lessee will ensure the boundaries of the demised property are intact by maintaining the existing boundary and or reinforce a new fence where necessary to safeguard and secure the demised property. Once the Lessee is of doubt that someone has trespassed or any person encroaches the demised property, he shall immediately inform the Lessor.



## 8. CLAUSE 8. OTHER CHARGES

### 8.1 Contingent Liabilities

The Lessor undertakes to pay all statutory fees, taxes and charges relating to the ownership of the demised property, this would include land rent, withholding tax and other taxes associated with ownership of the demised property.

### 8.2 Stamp Duty

The Lessee will pay stamp duty for this lease agreement.

### 8.3 Registration Fees

The Lessee will shoulder the cost of registering this lease agreement.

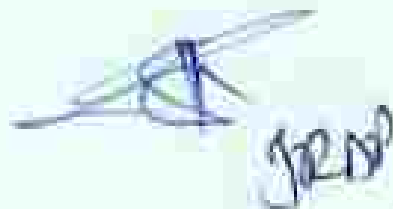
### 8.4 Other payments

The Lessee will be responsible to pay Electrical, Water, Telephone Bills and any other bills over the demised property.

## CLAUSE 9. WATER RIGHTS

9.1 The Lessor is the primary right holder to the Water Right indicated below: -

- Water Right No. 3017 in the District of Hai, at Kilimanjaro Region.
- Name of Grantee: Machame Nkuu AMCOS.
- Particulars of Water Right: To abstract 2.0 Cusecs (56.25 lts/sec) from furrow No 37.



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9.2 Both parties to this Lease Agreement shall co-operate to ensure that the furrow is properly maintained for smooth flow of sufficient irrigation all the year around.

9.3 After observing the prior rights to the use of water in furrow No 37 (which are held by Dekker Bruins and Bondeni Flowers Ltd), the Lessee and the members of Machame Nkuu AMCDS shall share equally the remaining water in the aforesaid furrow.

9.4 Constructed obstructions within the furrow to control flow will have equal access by each of the parties (including keys to locks).

9.5 Water from the Mkufi furrow will be used exclusively on Mkufi Estate and use cannot be transferred or allocated to operations outside of Mkufi Estate.

9.6 Third party water from any source may not be passed through the demised property without the expressed prior consent (to be granted in writing) of the Lessee.

#### CLAUSE 10. LEGAL SERVICE'S COSTS

10.1 The Lessee and the Lessor shall bear equally the cost in respect of drawing up this Lease Agreement and the transactions contemplated in filing the lease agreement. Thereafter, each party will bear their own costs relating to any Advocate's Costs.



## CLAUSE 11. GOVERNING LAW AND JURISDICTION

11.1 This Lease Agreement and any amended agreement entered pursuant to this Lease Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

## CLAUSE 12. EMPLOYEES

12.1 The Lessee shall ensure the well being of the Employees are secured according to Tanzanian Laws.

12.2 At the end of the term, it is the responsibility of the Lessee to terminate all employees according to Tanzanian Laws.

## CLAUSE 13. MEETINGS

13.1 Both parties shall strive to maintain good relationship between them and twice a year (January and June) the parties will hold two meetings which will be called by the Lessor and the Lessee will bear the costs thereof. These meetings will be held contiguously as the meetings for the 120 acres. In such meetings, matters of mutual interests, administrative matters shall be discussed, and dispute settlement if any will be discussed including a review of the Development Plan.

## CLAUSE 14. MISCELLANEOUS

In return to the goodwill extended by the Lessor, the Lessee is ready and willing to do the following: -



14.1 The Lessee shall make sure that his infrastructures do not impinge on other farms around his.

14.2 To leave all boreholes and irrigation infrastructures as they shall be to the Lessor upon departure.

14.3 The Lessee has agreed to give out 60% of the employment opportunities to the Machame Nkuu Community as far as it is applicable save that they meet the required qualification.

14.4 All payments from the Lessee shall be directed to the Lessor's Account.

14.1 All materials delivered to the Lessor by the Lessee shall be handed over to an authorized officer of the Lessor and shall remain under custody of the Cooperative Society Ltd.

14.5 The Lessor and Lessee have agreed that this leased agreement will be signed and the official Sketch Map will be attached.

#### CLAUSE 15. CONFIDENTIALITY

15.1 All information exchanged between the parties in connection with this Lease Agreement or during discussions proceeding to this Lease Agreement or to any matter contemplated by this Lease Agreement, and any other discussions held between the parties shall remain confidential to them and their agents and may not be disclosed to any third party during the period of this Lease Agreement or anytime thereafter, except: -

15.1.1 With the Written Consent of the other party;

15.1.2 If required by law to be disclosed;



15.1.3 In connection with legal proceedings by authority of a court of competent jurisdiction;

15.1.4 If the information is or becomes generally and publicly available but not as a result of breach by either party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this Lease Agreement.

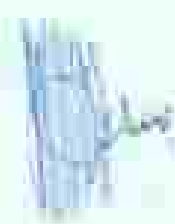
15.1.5 The obligation of confidentiality herein shall survive even after the termination of this Lease Agreement and remain binding on the parties without limitation of time.

## CLAUSE 16. MODIFICATIONS

16.1 No variations, modification or alteration of any provisions of this Lease Agreement shall be effective unless made with the prior written agreement of both the parties to this Lease Agreement.

16.2 Amendment to the Lease Agreement shall be made after both parties to this lease agreement have agreed to amend it. The amended agreement shall be effective following the written approval of the Registrar of Cooperative Societies if at all initiated by the lessor and agreed by the lessee.

16.3 This Lease Agreement can be reviewed at any time during the term of the agreement. These discussions should usually take place at the annual meeting or other meetings to be agreed by the parties to this agreement.



## CLAUSE 17. DISPUTE RESOLUTION

17.1 In case of any dispute arising out of the Lease Agreement, the prevailing languages, if the matter ends in court, shall English and Swahili but in case of conflicting interpretation the English meaning shall prevail over the Swahili interpretation.

17.1 In case of any dispute arising out of the lease agreement, either of the parties to this lease agreement shall give notice to each other with intention to settle the matter amicably and if the dispute continues for more than 60 days, then reference will be made to the parties Advocates and the District Co-operative Societies Officer of Hai District who shall sit together and examine the possibilities of resolving the matter amicably within 21 days from the date of reference and make joint report to the parties. At this stage the Assistant Registrar of Cooperative Societies for Kilimanjaro Region shall be duly involved in settling any dispute aroused out of this lease agreement.

17.2 If resolution is not reached within 21 days from the date of reference to the Advocates and the District Co-operative Societies Officer and that the Regional Assistant Registrar of Cooperative Societies have been duly involved to resolve any dispute arising out of this agreement, the matter shall be further referred to the Registrar of Co-operative Societies who will make a decision on the matter within 21 days.

17.3 If any of the parties are not satisfied with the decision of the Registrar of Co-operative Societies, then the matter shall be further referred to the Minister



responsible with co-operative societies who will make a decision within 21 days.

17.4 If either of the parties are not satisfied by the decision of the Minister responsible for co-operative societies, then that party shall have the option of taking the matter to the Court of Competent Jurisdiction in accordance with the laws of Tanzania.

17.5 Disputes over water usage should be dealt within an immediate fashion as long periods of mediation can lead to serious financial loss.

#### **CLAUSE 18. TERMINATION AND RENEWAL OF THIS LEASE AGREEMENT**

18.1 In the event that the Lessee, subject to the Lessor's approval, concludes that due to circumstances beyond Lessee's control, he can no longer manage the investment in a profitable manner he shall hand over to the Lessor control of all immovable assets free of any liabilities created by the Lessee.

18.2 That without prejudice to anything stated above, the Lessor shall have the right to terminate this agreement when the Lessor has issued 30 days notice upon the default by the Lessee to pay rent on time and that the 60 days have lapsed without the Lessee paying the required rent.

18.3 If the Lessee contravenes the terms of this lease agreement, he will be liable to compensate the Lessor equally if the Lessor contravenes the terms of this lease agreement, he will be liable to compensate the Lessee.



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## CLAUSE 19. ASSIGNMENT OF THE LEASE

19.1 Should the Lessee wish to transfer ownership of its company to another investor, the Directors of the Lessee will seek the consent of the Lessor through a written notice of not less than 30 days. Upon assignment therefore, the third party (a new company) will have to observe the terms and conditions of this lease agreement.

## CLAUSE 20. NOTICES

20.1 Any notice, declaration or other communication required or authorized to be given by one party under this lease agreement to the other party shall be in writing and shall either be personally delivered or dispatched by courier and properly signed for by using addresses contemplated in this lease agreement.

## CLAUSE 21. SEVERABILITY

21.1 If any provision of this lease agreement is held to be unenforceable under applicable law, then such provision shall be excluded from this agreement and the balance of this agreement shall be interpreted as if such provision were so excluded and each provision of this agreement shall continue to be enforceable in accordance with its terms.

## CLAUSE 22. HEADINGS

22.1 The headings of clauses herein are provided for convenience of reference only and shall in no way affect the meaning of this agreement. References herein to "Clauses" are the Clauses of this agreement unless explicitly states otherwise.



## CLAUSE 23. DOCUMENTS TO FORM PART OF THIS LEASE AGREEMENT

The following documents shall form part of this Lease Agreement and shall have a full effect to the extent that, without them being annexed to this lease agreement shall be said to be incompetent: -

23.1 Minutes of the General Meeting relating to the execution of this lease agreement of the Lessor duly signed and sealed;

23.2 Minutes of the Board of Directors relating to the execution of this lease agreement of the Lessor duly signed and sealed;

23.3 All relevant Water Rights permits;

23.4 A Certificate of Incorporation of the Lessee;

23.5 Certificate of Registration of the Lessor;

23.6 Certified Copies of Certificate of Occupancy by the Lessor;

23.7 A Sketch Map of the demised property.

## CLAUSE 24. EXECUTION

1.1 This Agreement may be executed in two counterparts each of which shall be deemed as original but both of which constitute one and the same instrument.

IN WITNESS HEREOF, the Parties hereto have executed this Lease Agreement on the date and year first herein above written in the following manner: -



Page | 20



SEALED with COMMON SEAL of  
MACHAME NKUU AGRICULTURAL  
AND MARKETING CO-OPERATIVE  
SOCIETY at Kilimanjaro



SEAL

In our presence this 02<sup>nd</sup> day of  
JUNE, 2021

Name: IBRAHIM E. SIKO

Signature: [Signature]

Postal Address: 659 MESHU

Designation: CHAIRMAN

Name: FABIAN PETRO LOMA

Signature: [Signature]

Postal Address: 659

Designation: CHAIRPERSON

Name: NEEMA O. NKYA

Signature: [Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Postal Address: 659 MOSHI

Designation: MEMBER

Name: YUSUFU W. NYA

Signature: 

Postal Address: P.O. BOX 1159, MOSHI

Designation: MEMBER

Name: ANDREA M. NJAU

Signature: 

Postal Address: S.L.P. 659

Designation: MEMBER

Name: ERNEST PH. NGOMI

Signature: 

Postal Address: P.O. BOX 659 - MOSHI

Designation: MEMBER

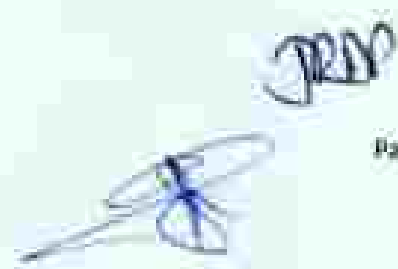
Name: WALTER M. SHOO

Signature: 

Postal Address: 659 MOSHI

Designation: SECRETARY







Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Designation: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Designation: \_\_\_\_\_

**BEFORE ME:**

Name: SAFINLEY PETER MIBWIMBO

Designation: ADVOCATE

Postal Address: P.O. Box 8229 MACHU

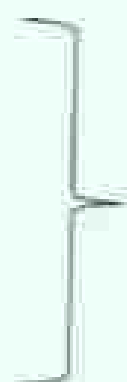
Signature: \_\_\_\_\_



SEALED with COMMON SEAL of

MACIARO LIMITED at Killmanjaro

In our presence this 3<sup>rd</sup> day of



SRP

[Signature]

[Signature]

[Signature]

JUNE

2021

SEAL

Name: JAMES POWELL

Signature: [Handwritten Signature]

Postal Address: P.O. Box 436, MASH

Designation: DIRECTOR



Name: MORTON M. SACHS

Signature: [Handwritten Signature]

Postal Address: P.O. Box 822, MASH

Designation: COMPANY SECRETARY

BEFORE ME:

Name: EVERETT SWANSON

Designation: ADVOCATE

Postal Address: P.O. Box 116, MASH

Signature: [Handwritten Signature]



[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

JAMHURI YA MUUNGANO WA TANZANIA  
OFISI YA RAIS  
TAWALA ZA MIKOA NA SERIKALI ZA MITAA

MIKOA WA KILIMANJARO

Akibalet ya Simu: "REGCOPY" KILIMANJARO

Simu Nac: 027-2754237/2752184

Fax Nac: 027-2753348

E-Mail: [raishimara@pmt.or.tz](mailto:raishimara@pmt.or.tz)

Unapojibu tafadhali taja:



OFISI YA MKULI WA MKOA

S.L.P. 3070,

MOSHI.

Kumb Na: BD.133/303/01L/14

26 Mei, 2021.

Mwenyekiti na Bodi ya Uongozi,  
Machame Mkuu Amcos,  
S L P 659,  
**MOSHI.**

Managing Director,  
Macjaro Ltd,  
S. L. P. 436,  
**MOSHI.**



**Yah: KIBALI CHA KUSAINI MIKATABA YA UWEKEZAJI KATIKA SHAMBA LA MKUFI ESTATE LINALOMILIKIWA NA GHAMA CHA USHIRIKA MACHAME MKUU AMCOS LTD.**

Rejeeni nakaia ya barua Kumb Na LA 69/186/01/57 ya tarehe 9 Aprili 2021 toka kwa Mraja wa Vyama vya Ushirika niliyowapatia kuhusiana na Mikataba ya uwekezaji katika Shamba la Mkufi.

2. Katika barua hiyo, Mraja wa Vyama vya Ushirika alielekeza kufanyika kwa Marekebisho mbalimbali katika Mikataba hiyo kabla ya kusainiwa Marekebisho yote yaliyoelekezwa tayari yameshafanyika kwa kushirikiana na pande zote mbili za Mikataba.

3. Kufuatia hali hiyo, napenda kuwataarifu kuwa kibali cha kusaini Mikataba ya Uwekezaji katika Shamba la Mkufi iliyofanyiwa marekebisho kwa kuzingatia maoni ya Mraja wa Vyama vya Ushirika kimetolewa.

4. Zingatieni Sheria, Kanuni na Taratibu za Vyama vya Ushirika wakati wa kusaini na kutakeleza Masharti ya Mikataba hiyo.

4. Nawstakia utokelezaji mwema wa jambo hili.

  
John B. Henjewe,

**MRAJIS MSAIDIZI WA VYAMA VYA USHIRIKA MKOA,**  
**KILIMANJARO.**

**Nakala:** Katibu Tawala Mkoa,  
**KILIMANJARO. -**

Aione Mhe Mkuu wa Mkoa.

Mraja wa Vyama vya Ushirika,  
Tume ya Maendeleo ya Ushirika,  
S. L. P. 201,  
**DODOMA**

Katibu Tawala Wilaya,  
**HAI**

Mkunugenzi Mtendaji,  
Halmashauri ya Wilaya  
S. L. P. 27  
**HAI**



**MACHAME NKUU AMCOS LTD. KLR-2933.**

**MKUTANO MKUU UWEKEZAJI MACIARO TAREHE 16 /02/2021.**

**WALIOHJUHURIA.**

1. IBRAHIMU SHOO—Mwenyekiti

2. ERNEST NGOWI —mjumbe.

3. YUSUPH NKYA "

4. ANDREA NIAU "

5. NEEMA O. NKYA "

**WAHUDUMBI.**

1. Walter. M. Shoo—Katibu.

2. Catherine Uraisa—K/Msaidizi

**WAGENI WAALIKWA.**

1. John Henjewele -Mrajiu Msaidizi Mkoa (Kilimanjaro)

2. James J. Mushi-Diwani Machame Mashariki

3. Helen Shayo-Mrandaji Kata Machame Mashariki

4. Wiliam -Mwekezaji

5. Austin Makani-Meneja wa Mwekezaji 6. Looken Mwangi-M/it Nkuu sinda

6. Twalib Malya-M/it Nkuu ndoo

7. Looken Mwangi-M/it Nkuu sinda

**AGENDA.**

1. Ufungaji

2. Tarifa ya Uwekezaji Shamba la Mkufi.

3. Kufunga mkutano.

Jumla ya waliohadhuria ni 1.Nkuu Ndoo 223 .

2.Nkuu Sinde 231

#### **MHT 01/02/021.UFUNGUZI.**

Mkutano ulifunguliwa saa 5:25 asubuhi kwa sala iliyopomwa na katibu wa kijiji kisha mwenyekiti wa kijiji alimkaribisha Mwenyekiti wa chama cha Machame Nkuu Amcos kisha mwenyekiti wa chama cha ushirika Machame Nkuu Amcos aliwakaribisha wanachama /wananchi kwenye mkutano huo . Mwenyekiti wa Chama Alimkaribisha Mraji Msadizi Mkoa wa Kilimanjaro kuwasalimia Wanachama kisha kuwahimiza vijana kujunga na Chama cha ushirika cha Machame Nkuu Amcos kwa Ajili ya kukuza Ushirika. Kisha mwenyekiti alimkaribisha Diwani wa kata ya Machame Mashariki, Diwani aliwasalimia wananchi/wanachama kisha kuwasalimia kuwa wachukue tadhani ya ugonjwa wa Corona.

#### **MHT 02/02/021.TARIFA YA UWEKEZAJI SHAMBA LA MKUFI.**

Mwenyekiti wa Chama cha Machame Nkuu Amcosi alieleza taratibu ambazo zimekwisha kufanyika kwa ajili ya shamba la Mkufi ambapo lilikuwa limewekezwa bila idhini ya wananchi/wanachama. Hivyo MKatabu ambao ulikuwa umewekwa mwanzoni kati ya chama na kampuni ya Macjaro ni mkataba badii. Mwenyekiti alieleza kuwa kushirikiana na viingoti wa serekali yaani Mkuu wa Mkoa na Mraji msadizi Mkoa Kilimanjaro na Naibu waziri wa kilimo swala la mgogoro huo limefika pazuri. Mwenyekiti wa Machame Nkuu Amcos alieleza kuwa mwekezaji alilandika barua kwa badi ya chama ya kuomba kuwekeza katika shamba la mkufi eneo ambalo amepanda karanga za Makademla kwa miaka ishirini na tano ambalo linakadiriwa kuwa ekari mita moja kumi na tatu. Pia mwekezaji huyo ameomba pia kuwekeza katika shamba ambalo amepanda ndizi ekari ishirini na tatu ambapo atawekeza kwa kipindi cha miaka mitano tu baada ya hapo kusifika eneo na kujirudisha kwa chama. Kisha mwenyekiti alieleza kuwa kutokana na uwekezaji ambao Macjaro amekwisha kufanya katika shamba la mkufi na kuingilia eneo la chama atalipa chamani shilingi milioni kumi kama faizi ya kuingilia eneo hilo ambayo wanachama watapewa kama pache yao na atatakiwa kupipa kodi kwa wakati wa miaka miataro na kuchangia miradi ya jamii kwa jamii ya Nkuu shilingi Milioni Sita na laki tano kilo mwaka. Pia Mwenyekiti wa chama alimweleza mwekezaji kuwa aandae utaratibu mzuri ili katika wafanyakazi wake asilimia sitini itoke katika vijiji vya Nkuu.

Mwenyekiti wa chama alimkaribisha Meneja wa Mwekezaji Ndugu Makani aweze kuzungumza na wanachama. Ndugu Makani aliwasalimi Wanachama/wananchi na kumtambulisha Mwekezaji Wilam kutoka Ufaransa kisha kuomba Msamaha Wanachama/Wananchi kwa yaliyotoketa hapo Mwanzo katika hatua za kuwekeza shamba lao. Wanachama walikubali Msamaha huo kwa kutua Wanachama Wamte kwa kupokea mtasala na

tikoka kama ipara ya kuwasamehe lakini faini mwenyekiti wa chama aliyotelea itakuwa pale pale. Wanachama walijadili kwakirefu na kuzimra kuhusu mwekezaji wa kampuni ya maejari na kuzimra kuwa Mwekezaji huyo awekore katika shamba la mkufi atakuwa akilipa dola za kimarekani mia moja hamsini kwa ekari moja kwa mwaka na itakuwa ikipanda kwa dola mbili kila mwaka. Baada ya mjadala huo Wanachama kwa ujumla walazimra Bodi kwa kuhirikiana na Mwanasharia wa Chama Waandaa Mkatiba na uje usomwe mbele ya Wanachama kabla ya kusainiwa.

**MHT 03/02/2021 KUFUNGA MKUTANO.**

Mkiti aifunga mkutano saa nane na robo mchana kwa sala iliyosomwa na katibu. Alwashukuru wageni walihwa na wajumbe wote kwa michango yao mizuri ya mawazo na unumilivu wao na kuwataka wote safari njema ya kurudi makwa.



**IBRAHIM E. SHOO**

**MWENYEKITI**



**WALTER MAKED SHOO**

**KATIBU**

TAREHE:

16/02/2021

**MUHURI WA CHAMA:**



16/02/2021

MAHUDHURIO YA KITONGOTI CHA NDORANI SIMI

TINA

SANI

10 Tutusi EU NAFTALI MUSHI ~~Remu~~

11 Saichi Omari musthi Saichi

12 Samueli Extraudi masawe ~~SEM~~

13 Ester Xlenuasi Mwanys ~~MWANGA~~

14 Godfrey Elisa mushi ~~1~~

15 BETRANCE Looken Mwanys ~~1~~

16 STARIFA HASHIMU MUSHI ~~1~~

17 Sulei Salim MASHI ~~1~~

18 ESTOMINI O. MASHI ~~1~~

19 NOEL GASPARD MUSHI ~~1~~

20 EMMANUEL DONALD MUSHI ~~1~~

21 ABdalla John mayunga ~~1~~

22 Fredrick Kundoufo messawe ~~1~~

23 ANNA Tegemag mushi ~~1~~

24 AMANSIA ELIAS MUSHI ~~1~~

25 AGIAES PERO MWANGA ~~1~~

26 SOLOMONI YOHANE MUSHI ~~1~~

27 Burudin Saich mushi ~~1~~

28 AISHA NYK A SHOO ~~1~~

29 JUBITH A SHOO ~~1~~

30 KARONI A MUSHI ~~1~~

31 DENISI A MASHI ~~1~~

32 FRANCE A MASHI ~~1~~

33 Xico A MASHI ~~1~~



JINA

SAM

26  
27  
28

REHEMA

SHABANG URASSA ✓

Penang

Salha H. Mushi ✓

Mushi

EDNA O. URASSA ✓

Edna







JINA	SALMI
38 Emani Joshua Emani Ntaka	<del>NA</del>
39 Ekintona Fumwali Nkya	F. N. S.
40 Fumwali Benjamin Shoo	Shoo
41 Janti Alitoni Shoo	J. Shoo
42 E. Emani Ouali Shoo	E. Shoo
43 Cristina usanyi Kanyo	C. Kanyo
44 Agilwe Alitoni Ntaka	N. A. M. U. S.
45 Uela Ailla Shoo	<del>NA</del>
46 Aluni E. Emani Nkya	<del>NA</del>
47 E. Emani Wilisa Shoo	E. W. Shoo
48 Caroline Samoni Kanyo	Caroline Nkya
49 John Anthony Shoo	J. A.
50 Nkya Alitoni Ntaka	N. A.
51 Aining Shaluli Nkya	E. I. S.
52 Liliani John Nassari	L. I. S.
53 Simelawo Shiliani Nkya	S. I. S.
54 Josika Joseph Shoo	J. S. S.
55 Estimati Philipo Shoo	E. S. S.
56 Salome Ouali Shoo	S. O. S.
57 Weli Asindi Ntaka Nkya	W. A. S.
58 Juella Ouali Shoo	J. O. S.
59 Richard Paulo Nassari	R. P. S.
60 Godlove Nyanyi Shoo	G. N. S.
61 Daniel Dambai Shoo	D. D. S.
62 Stella Elina Shoo	S. E. S.
63 Rose Estimati Nassari	R. E. S.
64 Shikwanya Shaluli Nkya	S. S. S.
65 Joseph Agostu Nassari	J. A. S.
66 Magidi Estimati Nassari	M. E. S.
67 Emani Ntaka Nassari	E. N. S.
68 Isabel Nassari Nassari	I. N. S.





TINA

SAINI

- 59 ~~Rabia Baraka Nkya~~
- 60 Rose Paulo Nkya
- 61 Fagha Asteri Kweber
- 62 Angasa Robath Nkya
- 63 Bukari Abidi Nkya
- 64 Emily Sipaeli Swai
- 65 Agine Shendrak Nkya
- 66 Mariam Onaukiro Swai
- 67 GAUDENCE P. MDOSSI
- 68 Lilian Japhet Swai

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- NKYA
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MAHARUHURIO KITONGOTI CHA REMBU

JINA

SAINI

- 1 ANNA H. LEMA ✓
- 2 ESTER P. URASSA ✓
- 3 GODFREY M. NJAU ✓
- 4 BENARD G. KWERA ✓
- 5 ONESMO E. MASSAU ✓
- 6 BELANTON P. KWERA ✓
- 7 MBORA S. URASA ✓
- 8 PAUL A. URASSA ✓
- 9 ASIFWE O. URASSA ✓
- 10 CHRISTOPHER O. URASSA ✓

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- ~~2~~
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- ~~11~~
- 11 LOCKEN M. LEMA ✓
- 12 PAUL M. NJAU ✓
- 13 LAZARO M. NJAU ✓
- 14 ANDREA M. NJAU ✓
- 15 WILLY-Z. KWERA ✓
- 16 ERASTO A. MBOWE ✓
- 17 LOVELY G. KWERA ✓
- 18 ASHUKIRWE S. MUNGUA ✓

- ~~11~~
- ~~12~~
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- ~~14~~
- ~~15~~
- ~~16~~
- ~~17~~
- ~~18~~

- 19 BEN-O. URASSA ✓
- 20 NYASHKAI B. MBOWE ✓
- 21 RICHARD A. URASA ✓

- ~~19~~
- ~~20~~
- ~~21~~

- 22 ELWALKE RICHARD NJAU
- 23 IRASO ASIMAO JUDITH KWERA

- ~~22~~
- ~~23~~

- 24 IRAC MASSAU ✓

- ~~24~~



**MAGHAME NKUU AMCOJ LTD, KLR-2933.**

**MKUTANO MKUU UWEKEZAJI MACIARO TAREHE 09 /03/2021.**

**WALIOHUGHURIA.**

1. IBRAHIMU . SHOO—Mwenyekiti

2. ERNEST NGOMI —mjumbe.

3. YUSUPH NIYA \*

4. ANDREA NJAU \*

5. NETMA O. NIYA \*

**WAHURUMU.**

1. Walter, M. Shoo—Kotibu.

2. Catherine urassa—K/Madini

**WAGENLWAAUKWA.**

1. John benjeweke -Mrajisi Msaidizi Mkoa (Kilimanjaro)

2. Gabriel W. Sasi-Mwanasheria wa chama

3. Austin Makani-Meneja wa Mwekezaji

4. Twalib Malya - M/kiti Nkuu ndoo.

5. Looken Mwangi-M/kiti Nkuu Sinda

**AGENDA.**

1. Ufunguaji

2. Kusoma na kuthibitisha muhtasari wa Mkutano Mkuu 16/02/2021

3. Kusomewa rasimu ya Mkataba wa Uwekezaji Macjaro.

4. Kufunga mkutano.

Jumla ya waliohughuria ni: 1.Nkuu Ndoo.

2.Nkuu Sinda

16/02/2014

MAHUDHURIO YA KITONGOJI CHA MDERANI SIM

JINA

SAINI

10 TURUSIYA MAFIALI MUSHI ~~Renzi~~

11 SAICHI OMARI MUSTI SAICHI

12 SAMUELI EKRAUDI MASAUWE ~~SEN~~

13 ESTER XLEWASI MWANGA ~~MWANGA~~

14 GODFREY ELISA MUSHI ~~ELISA~~

15 BETRANCE LOOKEN MWANGA ~~LOOKEN~~

16 SHARIFA HASHIMU MUSTI SHARIFA

17 ESTOMINI SALIM MUSTI ~~ESTOMINI~~

18 NOEL-GASPAR-MUSHI MWANGA ~~NOEL~~

19 EMMAUEL DONALD MUSHI ~~EMMAUEL~~

20 ABDALLA JOHN MAYUNGA ~~ABDALLA~~

21 FREDRIK KURDAUFUO MASSAUWE ~~FREDRIK~~

22 ANNA TEGEMEA MUSHI ~~ANNA~~

23 ANANSIA ELIAS MUSHI ~~ANANSIA~~

24 AGIAES -PETRO MWANGA ~~AGIAES~~

25 SOLOMONI YOHANE MUSHI ~~SOLOMONI~~

26 BURUDIN SAICHI MUSHI ~~BURUDIN~~

27 ABBA WIK A SHOO ~~ABBA~~

28 JUBITH A SHOO ~~JUBITH~~

29 RABSONI A MUSHI ~~RABSONI~~

30 DENIDI A MUSHI ~~DENIDI~~

31 FRACE A MUDA ~~FRACE~~



JINA

SANI

28  
27  
26

REHEMA

SHABANGI URASSA ✓

Salha H.

Mushi ✓

EDNA O

URASSA ✓

Wanang

Mushi

or



MAHURURUO KIRANGATI CHA NKWESHOO

JINA

SANI

1	Twalbi Ndemimfo ualya ✓	<del>Amalye</del>
2	Goduss Shiwaniadi massua ✓	Qu.
3	Goodwini Nefanya Kungu	off.
4	Josko Nefanya ualya ✓	Amalye
5	Simbo Rishwala Nkya ✓	Saba
6	Panta Nkya ualya ✓	P. MASH
7	Eli-gawato Abudun. ualya ✓	E. H. S. ✓
8	Joski Kati ualya ✓	J. Kadi
9	Joski Kati ualya ✓	Amalye
10	Danieli Elihina Shoo ✓	Shoo
11	Ali-Nkya Benwadi Kungu	Shoo
12	Wilford Samali Shoo ✓	Shoo
13	Elsa Shililla Nkya ✓	Shoo
14	Maia Estoni Shoo ✓	Shoo
15	Aning Ezali massua ✓	Shoo
16	Wenanson Abudun. ualya ✓	Shoo
17	Maning Ndemimfo ualya ✓	Shoo
18	Aning Shoo ualya ✓	Shoo
19	Abudi Elihina massua ✓	Shoo
20	Exand Alex Nkya ✓	Shoo
21	Wison Rabali Nkya ✓	Shoo
22	Listan Zabuadi Nkya ✓	Shoo
23	Uthio Fawali Nkya ✓	Shoo
24	Shiwaniadi Paminia massua ✓	Shoo
25	Evaline Ougress Nkya ✓	Shoo
26	Usia Bonita Shoo ✓	Shoo
27	Plenwina Ndemimfo ualya ✓	Shoo





KITANGATI CHA MUMBAI

JINA

SAINI

30	Emilia Joshua Emili Milla	<del>Emilia</del>
31	Ethertonia Fumwali Moya	Ewsi
32	Fumwali Benjamin Shoo	Shoo
33	Jamali Alimul Shoo	Jshoo
34	Estimani Orachi Shoo	Estimani
35	Estimani Mwayi Mwayi	C Mwayi
36	Asikwa Alshakani Mwayi	AAMWAYI
37	Uchani Ailla Shoo	<del>Uchani</del>
38	Abeni Estimani Mwayi	Abeni
39	Evareka Wilisa Shoo	Ew Shoo
40	Caroline Sononi Mwayi	Caroline Mwayi
41	John Anthony Shoo	John
42	Ulira Alitipo Mwayi	N/A
43	Aming Shabuli Mwayi	EIC
44	Liliani John Mwayi	Liliani
45	Sinclair Estimani Mwayi	Sinclair
46	Josika Joseph Shoo	Josika
47	Estimani Philipo Shoo	E.P.H.
48	Salome Mwayi Shoo	Salome
49	Wali Asindi Mwayi Mwayi	Wali
50	Jualla Obadi Shoo	Jualla
51	Richard Paulo Mwayi	Richard
52	Geoffrey Mwayi Shoo	Geoffrey
53	Donald Mwayi Shoo	Donald
54	Stella Elina Shoo	Stella
55	Rose Estimani Mwayi	Rose
56	Shirhanzia Shindi Mwayi	Shirhanzia
57	Joseph Agostu Shoo	Joseph
58	Maguthi Estimani Mwayi	Maguthi
59	Epwanti Mwayi Mwayi	Epwanti
60	Lalera Mwayi Mwayi	Lalera





JINA

SAINI

- 59 Rabia Baraka Nkyaa
- 60 Rose Paulo Nkyaa
- 61 Fagha Aseri Kwackar
- 62 Angasen Robath Nkyaa
- 63 Bukari Abidi Nkyaa
- 64 Emili Sifaeli Swai
- 65 Aginc Shendrak Nkyaa
- 66 Mariam Onzukiro Swai
- 67 GAUDENCE P. MOOSI
- 68 Lilean Japhet Swai

- ~~60~~
- NKYA
- 61
- 62
- 63
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MANUDHURIO KITONGOTI CHA REMBU

JINA

SAMI

1	ANNA H. LEMA ✓	<del>Samu</del>
2	ESTER P. YOUSSE ✓	<del>Samu</del>
3	GOODBYE M. NJAU ✓	<del>Samu</del>
4	BENARD G. KWERA ✓	<del>Samu</del>
5	ONESMO E. MASSAV ✓	<del>Samu</del>
6	BRIGHTON P. KWERA ✓	<del>Samu</del>
7	MBO RA S. URESA ✓	<del>Samu</del>
8	PAUL A. URASSAV ✓	<del>Samu</del>
9	ASIFWE O. URASSAV ✓	<del>Samu</del>
10	CHRISTOPHER O. URASSAV ✓	<del>Samu</del>
11	<del>LOUEN M. LEMA</del>	<del>Samu</del>
12	PAUL M. NJAU ✓	<del>Samu</del>
13	LUCAS M. NJAU ✓	<del>Samu</del>
14	ANDREX M. NJAU ✓	<del>Samu</del>
15	WILLY Z. KWERA ✓	<del>Samu</del>
16	ERASTO A. MBOWE ✓	<del>Samu</del>
17	LVELY G. KWERA ✓	<del>Samu</del>
18	ASHUKARIWO S. MWANGA ✓	<del>Samu</del>
19	NDEN O. URASSAV ✓	<del>Samu</del>
20	NYASHAKI B. MBOWE ✓	<del>Samu</del>
21	ROBERT A. URASSAV ✓	<del>Samu</del>
22	ELWILL RUTHARD NJAU	<del>Samu</del>
23	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
24	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
25	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
26	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
27	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
28	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
29	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
30	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
31	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
32	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
33	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
34	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
35	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
36	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
37	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
38	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
39	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
40	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
41	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
42	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
43	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
44	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
45	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
46	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
47	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
48	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
49	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>
50	FRANCOISIMBO JUDITH KWERA	<del>Samu</del>



**MACHAME NYU AMCOS LTD. KLR-2953.**

**MKUTANO MKUU UWEKEZAJI MACIARO TAREHE 03 /03/2021.**

**WALIOHUDHURIA.**

1. IBRAHIMU SHOO—Mwenyekiti

2. ERNEST NGOWI —mjumbe.

3. YUSUPH NKYA "

4. ANDREA NJAU "

5. NEEMA O. NKYA "

**WAHUDUMU.**

1. Walter M. Shoo—Katibu.

2. Catherine Urassa—K/Manditi

**WAGENI WAAKWA.**

1. John honyewele -Mwaji Mkuu (Kilimanjaro)

2. Gabriel W. Sasi-Mwanasherika wa chama

3. Austin Makari-Meneja wa Mwekezaji. Locken Mwanga-M/kiti Nkuu sindi

4. Twalib Malya - M/kiti Nkuu ndoo

5. Locken Mwanga-M/kiti Nkuu Sindi

**AGENDA.**

1. Ufunguzi.

2. Kusoma na kuthibitisha muhtasari wa Mkutano Mkuu 16/02/2021

3. Kusomwa rasimu ya Mkutaba wa Uwekezaji Maciara.

4. Kufunga mkutano.

Junta ya waliohudhuria ni 1.Nkuu Ndoo .

Z.Nkuu Sinda

**MHT 01/03/021.LIFUNGUZI**

Mkutano ulifunguliwa saa 4:25 asubuhi kwa sala iliyosomwa na katibu wa kiji kisha mwenyekiti wa kiji alimkaribisha Mwenyekiti wa chama cha Machame Nkuu Amcos kisha mwenyekiti wa chama cha ubirika Machame Nkuu Amcos aliwakaribisha wanachama /wananchi kwenye mkutano huo . Mwenyekiti wa Chama Alimkaribisha Mraji Msaidizi Mkoa wa Kilimanjaro kuwasafiria Wanachama. Mraji Msaidizi alipongeza bodi kwa kazi nzuri waliyofanya ambayo (mezaa matunda macori) yaliyosahabisha rasimu ya mkataba kusomewa kwa wanachama/Wananchi.

**MHT 02/03/021.KUSOMEWA NA KUTHIBITISHA MUHTASARI WA MKUTANO MKUU 16/02/21**

Mwenyekiti wa Chama cha Machame Nkuu Amcos alimkaribisha katibu wa chama kusoma Muhtasari wa mkutano mkuu wa wanachama wa tarehe 16/02/2021. Katibu alikoma muhtasari huo ambapo wanachama waliasimia kumwekeza mwekezaji Macjaro katika shamba la Mkuli katika maeneo mwili yaani eneo ambalo utalima ngomba kwa miaka mitano na eneo ambalo utalima karanga ngumu aina ya makademia kwa miaka nchini na tano akilipa kodi ya pango Dola 22 kimekani mia moja hamsini kwa kila akan moja kwa mwaka huku ikipanda dola mbili kila mwaka. Mwekezaji huyo atakuwa akichangia maendeleo ya jamii kwa kila mwaka shilingi milioni sita na laka tano kila mwaka. Baada ya katibu kusoma mkutano huo Mwenyekiti wa chama alikauliza wanachama kama mkutano huo ni wa kwao kwa pamoja wanachama waliasimia kuwa mkutano huo ni wa kwao.

**MHT 03/03/021 KUSOMEWA RASIMU YA MKATABA WA UWEKEZAJI MACJARO**

Mwenyekiti wa chama alimkaribisha Mwanasheria wa chama kuwasomera wanachama/Wananchi Mkataba wa uwekezaji katika shamba la mkuli kati ya Machame Nkuu Amcos na mwekezaji Macjaro. Baada ya mwanasheria kusoma Wanachama waliasimia kurea bodi iendelee na utaratibu wa kusani mkataba huo.

**MHT 03/03/2021-KUFUNGA MKUTANO**

Mkoti alifunga mkutano saa nane na robo mchana kwa sala iliyosomwa na katibu. Adiwashukuru wageni walikwa na wajumbe wote kwa mchango yao mizuri ya niawazo na uvutiduru wao na kuwataka wote safari njema ya kurudi makwao.

Jumla ya walihudhuria ni 1.Nkusu Ndeco .

2.Nkusu Sinda

**MHT 01/03/021.UFUNGUZI.**

Mkutano ulifunguliwa saa 4:25 asubuhi kwa sala iliyosomwa na katibu wa kijiji kisha mwenyekiti wa kijiji alimkaribisha Mwenyekiti wa chama cha Machame Nkusu Amcos kisha mwenyekiti wa chama cha ushirika Machame Nkusu Amcos alimkaribisha wanachama /wananchi kwenye mkutano huo . Mwenyekiti wa Chama Alimkaribisha Mrajisi Msaidizi Mkoa wa Kilimanjaro kuwasalima Wanachama . Mrajisi Msaidizi alipongeza bodi kwa kazi nzuri walioifanya ambayo imrzaa matunda matuli yaliyotababisha rasimu ya mkataba kusomwa kwa wanachama/Wananchi.

**MHT 02/03/021.KUSOMEWA NA KUTHIBITISHA MUHTASARI WA MKUTANO MKUU 16/02/21**

Mwenyekiti wa Chama cha Machame Nkusu Amcos alimkaribisha katibu wa chama kusoma Muhtasari wa mkutano mkuu wa wanachama wa taridhe 16/02/2021. Katibu alisoma muhtasari huo ambapo wanachama walataridha kumwekeza mwekezaji Macjaro katika shamba la Mkufi katika marneo mwali yaani eneo ambalo italima mgomba kwa miaka mitano na eneo ambalo italima karanga ngumu aina ya makademia kwa miaka bhirini na tano skilpa kodi ya pengo Dola za kinarekani mia moja hamsini kwa kila akari moja kwa mwaka huku ilipanda dola mbili kila mwaka. Mwekezaji huyo atakuwa akichangia maondeleo ya jamii kwa kila mwaka shilingi milioni sita na laki tano kila mwaka. Baada ya katibu kusoma mkutano huo Mwenyekiti wa chama aliwauliza wanachama kama mkutano huo ni wa kwao kwa pamoja wanachama walazimia kowa mkutano huo ni wa kwao.

**MHT 03/03/021 KUSOMEWA RASIMU YA MKATABA WA UWEKEZAJI MACIARO**

Mwenyekiti wa chama alimkaribisha Maanasheria wa chama kuwasomesa wanachama/Wananchi Mkataba wa uwekezaji katika shamba la mkufi kati ya Machame Nkusu Amcos na mwekezaji Mrajisi. Baada ya mwanachama kusoma Wanachama walazimia kuwa bodi lendelee na utaratibu wa kusaina mkataba huo.

**MHT 03/03/2021.KUFUNGA MKUTANO.**

Mkiri alifunga mkutano saa nane na robo mchana kwa sala iliyosomwa na katibu. Aliwashukuru wageni waaliwa na wajumbe wote kwa mchango yao mizuri ya mawazo na uvumilivu wao na kuwatambia wote safari njoma ya kurudi makao.



IBRAHIM E. SHOO

MWENYEKITI



WALTER MARKO SHOO

KATIBU.

TARHIHI: 03/03/2021

MUHURI WA CHAMA:



TINA

SANI

1. JEROME FRANK MUSHI ✓
2. Doretha Jublato Masame ✓
3. JENIFA GIPORERA MURU ✓
4. Tihiko Paulo Mushi ✓
5. Jackline Jerom Mushi ✓
- ~~6. Victor Gaire Shoo ✓~~
7. CALVIN NCHAMU MURU ✓
8. YUNUSU SAID NYA ✓
9. Yusufu Kainya ✓
10. Ndeni Godfrey Mushi ✓
11. KOOKEN C. MWANSA ✓
12. ELISABETH O. MURU ✓
13. FREDRICKI ASANIA MURU ✓
14. SITA Y. NYA ✓
15. WITNESS MICHAEL KIRARO
16. LABRAN T. SHARI ✓
17. RAYMOTEL ✓
18. Abdul. Saii Nyia ✓
19. Joseph Sariaeli Nyia ✓
20. SANDIGA MURU ✓
21. ERASIO X. MURU ✓

- Jerome  
~~Jerome~~  
 Tihiko  
~~Tihiko~~  
 Jackline  
~~Jackline~~  
~~Victor~~  
 Calvin  
 Yunusu  
 Yusufu  
 Ndeni  
 Kookan  
 Elisabet  
 Fredricki  
 Sita  
 Witness  
 Labran  
 Raymotel  
 Abdul Saii  
 Joseph  
 Sandiga  
 Erasio



JINA

SALMI

1) ELIAS HENRIEL NGUYEN ✓

2) ABUBAKAR SAMI MOJA ✓

3) JUNNY KUMUSAMI SHOO ✓

4) FAUZIA IDROS MOJA ✓

5) ANWARA ABDI NGUYEN ✓

6) JOFAY FILAO SHOO ✓

7) MEENA JOEL NIKAWA ✓

8) JUAN KIM SWHI ✓

9) PEMIMAN SHAWEL MURO ✓

10) LOI KRISTOF SHOO ✓

11) SALOME ELIGSHING SHOO ✓

12) NGUYATOS JOSE SHOO ✓

13) BRUNTON JUSINE NGUYEN ✓

14) MUDA ANIDINS MIERUSA ✓

15) FRANK JARI SHOO ✓

16) FATIMAH ABDALA KUMUJA ✓

17) BARUKI ANWARU SHOO ✓

18) BEN HEREDI RATTUMBO SHOO ✓

19) FRENKI GUSHTAFAYI TZAMO ✓

20) WILSONY ANWELI KUMUJA ✓

21) PRAY ZEBURU SHOO ✓

22) ELINISA ABIMEN SHOO ✓

23) JUSTICA ANWELI KUMUJA ✓

24) ... SHOO ✓

Ben

Yor

Nguyen

Ben

Shoo

Shoo

PE

LOTH

Shoo

Ben

Nguyen

Shoo

Ben

Shoo

Shoo

Shoo

Shoo

Shoo

Shoo

Shoo

Shoo

Shoo

Shoo

Shoo





MAHUGHURIO YA KITONGOJI CHA KIMBUSHI SINDE

JINA	SALMI
1 Charles w. Grassa ✓	<del>Charles</del>
2 Asitafu John E. Ulotu ✓	gathu
3 Aikande John Ulotu ✓	<del>John</del>
4 Yohane Israel Shoo ✓	Israel
5 Aikande John Swai ✓	<del>John</del>
6 Elikira Eliona Swai ✓	Eliona
7 Atassoni Bethuel Shoo ✓	<del>Bethuel</del>
8 Rogathe Andrea Shoo ✓	Rogathe
9 Jublathe Elishilia Ulotu ✓	<del>Jublathe</del>
10 Ruth Shifayo Swai ✓	RUTH
11 Emmanuel Raphael Minge ✓	Emmanuel
12 Looken Nemiah Shoo ✓	<del>Looken</del>
13 Naيمان Chreanch Muro ✓	Naيمان
14 Aingiki Aseri Swai ✓	<del>Aingiki</del>
15 <del>Francis</del> Omboni Stehimid Wasa ✓	<del>Francis</del>
16 Kaaney Rogathe Hkya ✓	Kaey
17 Salome Rogathe Hkya ✓	Salome
18 Shiparoso Jublathe Ulotu ✓	<del>Shiparoso</del>
19 Reminscere Inhyaeli Swai ✓	<del>Reminscere</del>
20 Kumsifa Shedrack Mushi ✓	<del>Kumsifa</del>
21 Damas Augam Swai ✓	Damas
22 Judicathe Luka Shoo ✓	Judicathe
23 Kusiria Zablom Shoo ✓	<del>Kusiria</del>
24 Victoria Elisha Swai ✓	<del>Victoria</del>
25 Mr. ... ✓	<del>Mr. ...</del>



JINA

SAINI

52 Kere R 5100

~~52~~

54 LAWRENCE LINDA C 5100

~~54~~

56 EVE AMINABOY 5100

~~56~~

Handwritten date: 17/5/2021  
Small blue stamp with text: "Handwritten date: 17/5/2021" and other illegible text.

JINA	SAMI
23 Grass Isaac Shwo ✓	a
24 Osodi Adom Mrosos ✓	<del>Shwo</del>
25 Dafina Immanuel Lemos ✓	<del>Osodi</del>
26 Christina James Shwo ✓	Chin
27 Godwin Adesinde Shwo ✓	Godwin
28. Nensis Adelimbibi Lemos ✓	<del>Shwo</del>
29. Conchary Kumpali Lemos ✓	<del>Shwo</del>
30 Rodina Justin Lemos ✓	<del>Shwo</del>
31. WITNESS EZEKIEL LOMA ✓	<del>Shwo</del>
32 Anna Joseph Lema ✓	<del>Shwo</del>
33 Ehinani Slickyael Shwo ✓	Shwo
34 Jubtha Young Swai ✓	<del>Shwo</del>
35 Anna Shitamel Mboi K9	Asin
36 Charles Idunwal Lemos ✓	<del>Shwo</del>
37 Anamun Martin Shwo	<del>Shwo</del>
38 Jason O'Rishorolu Lemos ✓	



JINA

SAINI

26 Gift Shivambhar Shoo ✓

~~Shoo~~

22 Humphrey Shivaraj Shoo ✓

A. n. Shoo

Created by [unclear] on 12/15/2024  
[unclear] [unclear] [unclear]  
[unclear] [unclear] [unclear]

MAHURUBIO

KITONGATI

CHA

KIMBUENI

MDOO

JINA

SAHI

11. Fliberti phipol hana ~~phipol~~ = 150.

12. Benson M. shoo

~~phipol~~

13. Ester Onasa Lema

14. Eshimuni R. Lema

Erena

15. Oshosa Martin shoo

~~phipol~~

16. Valett Dingay shoo

V-shoo

17. Joseph Penit shoo

~~phipol~~

18. ~~Israel~~ Israel Erena shoo

~~phipol~~

19. Onesimo Agustino shoo

O. Hala

20. Tain Saidi Musli

Musli

21. Godson Agustino Hala

~~phipol~~

22. Adeline Barthimayo shoo

Hala

23. Regina Gatluck shoo

R-shoo

24. Coroline Isaac shoo

C-shoo

25. Hoph Benson shoo

H-shoo

26. Tumcifu Slikemunde Lema

~~phipol~~

27. Linda Athuorani Mbonika

~~phipol~~

28. Sauli Nicodem Lema

~~phipol~~

29. Benjamin Marco Lema

B-shoo

30. Rose Onasiinda Hala

R-shoo

31. Lila Sumeshuma Lema

L-shoo

32. Lila Nwanda Lema

L-shoo



MACHAME MKUU AMCOS LTD. KUP. 2022.

MKUTANO MKUU MALUMU ULIOFANYIKA TARIFE 28/01/2022.

WALIOHUIDHURIA.

1. Hal. W. Shoo—Mwenyekiti.
2. Simon K. Shoo—M/M/ali.
3. Alex. O. Shoo—mjumbe.
4. Noofi. I. Lema \*
5. Jamsi J. Maresi \*
6. William A. Shoo \*
6. Aslell. K. Urassa—mjumbe nje ya bodi.

WAHUDUMU.

1. Walter. M. Shoo—katibu.
2. Remenlaery. I. Swai—Kukoboa uliaaji.

WAGENI WAUKWA.

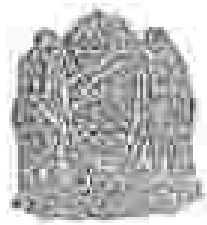
1. Daniel Sandewa—Afisa ushirika (W) Hal.
2. Joel Marandu— \*
3. Engelberth Kalekora—mwanacheria (W) Hal.
4. James Pwari—Mwekezaji Macjara

AGENDA.

1. Ufunguzi.
2. Uwekezaji katika shamba la Mkuji.
3. Kufunga mkutano.

MHT 01/01/2022. MFUNGUZI.

Mkutano ulifunguliwa saa 5:14 asubuhi kwa sala iliyosomwa na katibu kisha mwenyekiti wa chama aliwakaribisha wajumbe wa mkutano kwenye mkutano huo kisha kumkaribisha Afisa ushirika kuongoza uchaguzi wa Mwenyekiti wa Mkutano. Wanachama walimchagua Ndugu Jacob Malya kuwa Mwenyekiti wa mkutano huo.



THE UNITED REPUBLIC OF TANZANIA

Certificate of Registration

No. 2935

I, NEREI ALBERT KYARA hereby certify that  
MACHAMU NKUJI AGRICULTURAL AND MARKETING  
Co-operative Society Limited, is this day registered under  
the provisions of Section 34 of the Co-operative Societies  
Act No.6 of 2013.

This Certificate is issued subject to the following specific  
conditions:

- Amendment of By Laws; and
- Replacement of Registration Certificate.

Given under my hand this 31st day of AUGUST 1983

*Nerei Albert Kyara*  
N. A. KYARA

Assistant Registrar of Co-operative Societies



TANZANIA



Certificate of Incorporation

Section 15

No 139482

I HEREBY CERTIFY THAT

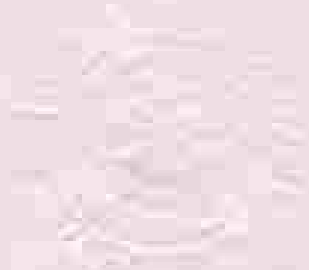
**MACJARO LIMITED**

is this day incorporated under the Companies Act, 2002 and that the Company is Limited.

Given under my hand at Dar es salaam

this 21ST day of NOVEMBER

**TWO THOUSAND AND SEVENTEEN.**

A handwritten signature in black ink, appearing to be 'P. M. M.', is written over a faint circular stamp.

*Principal Officer of Companies*





The Land Registration Ordinance (Cap. 334)



RIGHT OF OCCUPANCY  
CERTIFICATE OF TITLE TO GOVERNMENT  
LEASEHOLD LAND

Act. Registrar of Titles

This is to certify that leasehold land hereinafter described is registered  
in the Land Registry under Title No. 16745

Copies of ~~existing~~ existing entries in the register are within:

Dated the fourteenth day of April 1967

10121

CERTIFIED TRUE COPY  
*W. M. M. M.*  
Act. Registrar of Titles  
Date 12-6-1968

*W. M. M. M.*  
Act. Registrar of Titles

Title No. 16745

Description of registered land:

ALL THAT piece or parcel of land situate astride Kooni -  
Arusha road, in the District of Kilimanjaro, containing  
approximately one thousand four hundred and ninety (1490)  
acres or thereabouts, being part of Farms Nos. 850 & 251,  
parts of S.P. Lot Nos. 500 (a) and (b), as delineated and  
edged in red on the plan annexed hereto.

A/KILIM.R/4230

1715174

ENTRIES IN THE REGISTER  
TITLE No. 26745

GOVERNMENT LEASEHOLD

CHANGE OF OWNERSHIP  
SECTION 71.

Registered 14.4.67 at 12.10  
BY MONGARDI & ALRA ANDREOCCI  
Administrators of the estate of  
Mingardi, deceased.  
value Rs. 540,000/-

No. 2564 Registered 15.10.81 at 12.10  
To THE TREASURY REGISTRAR  
of P.O. Box 911,  
DAR-65-SALAMAN  
25/10/81

*[Signature]*  
Asst. Registrar of Titles

*[Signature]*  
Asst. Registrar of Titles

MORTGAGE

SURRENDER (PT)  
743 ACRES

No. 251 Registered 25.1.69 at 12.10  
BY THE NATIONAL BANK OF COMMERCE  
on an unspecified amount.  
13-4-71 at 1.00

No. 3285 Registered 28.3.84 at 12.10  
To HIS EXCELLENCY THE  
PRESIDENT

*[Signature]*  
Asst. Registrar of Titles

*[Signature]*  
Asst. Registrar of Titles

NOTICE OF DEPOSIT

CERTIFIED TRUE COPY  
*[Signature]*  
Asst. Registrar of Titles

No. 5788B Registered 13.4.71 at 12.10  
BY CASAGRANDE GAGAGO  
LIMITED.

No. 320010 Registered 17.5.2011  
Stamp Duty 5000/-  
Stamp Duty 320010  
*[Signature]*  
Asst. Registrar of Titles

*[Signature]*  
Asst. Registrar of Titles

*[Signature]*  
Asst. Registrar of Titles

MEMORANDUM

Stamp Duty 1715/-  
17/5/2011

Registered at 12.10  
The original Certificate of  
Title has been lost and a  
New Certificate of Title will  
be issued in lieu thereof.

No. Registered at 12.10

To

ENTRIES IN THE REGISTER

TITLE No. 1077

CHANGE OF OWNERSHIP UNDER  
SECTION 71

No. 6709 Registered 17-10-84 B.O.M.

THE TREASURY REGISTER OF P.O.  
NO. 9111, BAY BRIDGE.

*[Signature]*  
Asst. Registrar of Titles

Asst. Registrar of Titles

TRANSFER

Registered *[Signature]* at *[Signature]*  
STACHANIK & SUDRMAN LLP  
of *[Signature]*

*[Signature]*  
Asst. Registrar of Titles

Asst. Registrar of Titles

(PART) 142 PAGES

No. 17227 Registered 10-2-2010  
N & E COMMUNITY COMPANY  
P.O. Box 100, 1000  
of 20 years  
G. J. Janssens  
Continued in the

*[Signature]*  
Asst. Registrar of Titles

Asst. Registrar of Titles

LAND JUDICIAL MORTGAGE  
CLASS 1 (P. 10)

No. 21699 Registered 1-10-2003  
DEKKER BOUNDARY  
TO PART of P.O. No. 1077  
for a term of 20 years  
as stipulated in the

*[Signature]*  
Asst. Registrar of Titles

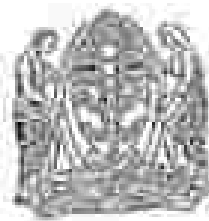


No. Registered at

Asst. Registrar of Titles

TANZANIA

The Land Registration Ordinance (Orig. 354 of the Law)



RIGHT OF OCCUPANCY

CERTIFICATE OF TITLE TO ~~RESIDUAL RIGHTS~~  
ISSUED UNDER SECTION 30

This is to certify that the annexed <sup>Certified true copy of</sup> Certificate of Occupancy dated

the fourteenth day of April 1961

is registered in the Land Registry under Title No. 16745

Copies of the originating entries in the register are within.

Dated the nineteenth day of January 1972



*[Signature]*  
Senior Assistant Registrar of Titles

Title No. 16745

Description of registered land.

ALL THAT piece or parcel of land situate astride road -  
Arusha road, in the District of Kilimanjaro, containing  
approximately one thousand four hundred and ninety (1,490)  
acres or thereabouts being part of Para Gov. C.M. No. 47  
plots of S.P. LOT Nos. 7A(a) and (b), as delineated and  
edged in red on the copy of the plan annexed hereto.

LESS 743 ACRES N. PER. FD. 3285

*[Signature]*  
Senior Assistant Registrar of Titles

4935

S. 250 & 251 (Part of)  
Mojave District

Section 250

E 7400

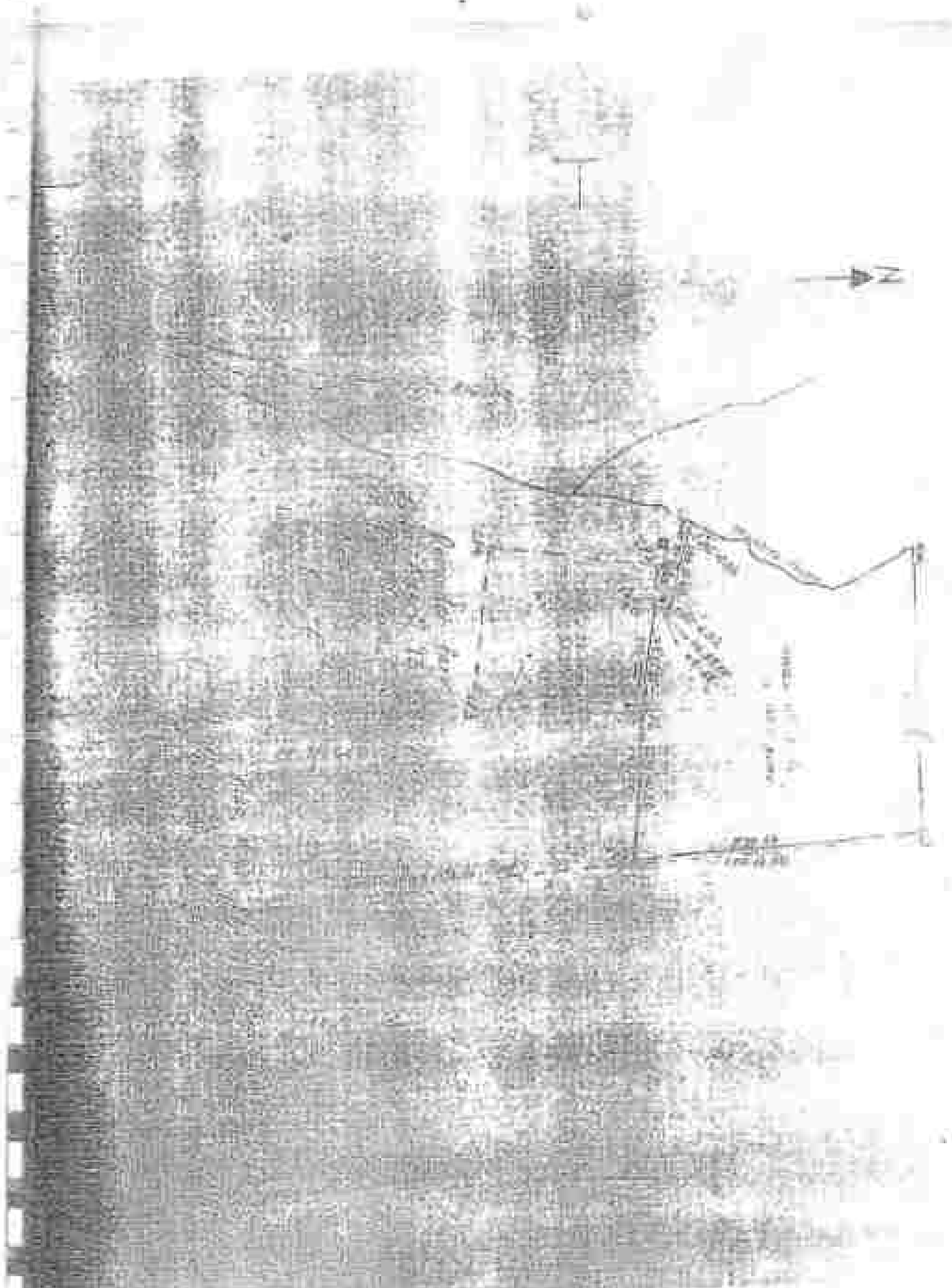
E 7100

E 7100

Contour = 1000 Acres  
and 1000 Acres = 100 Acres  
1000 Acres = 1000 Acres

PROPERTY INFORMATION	
1000	1000
1000	1000
1000	1000
1000	1000


 National Survey of Historic Sites and Buildings  
 Date: 12/15/2021  
 Project: [Illegible]  
 Location: [Illegible]

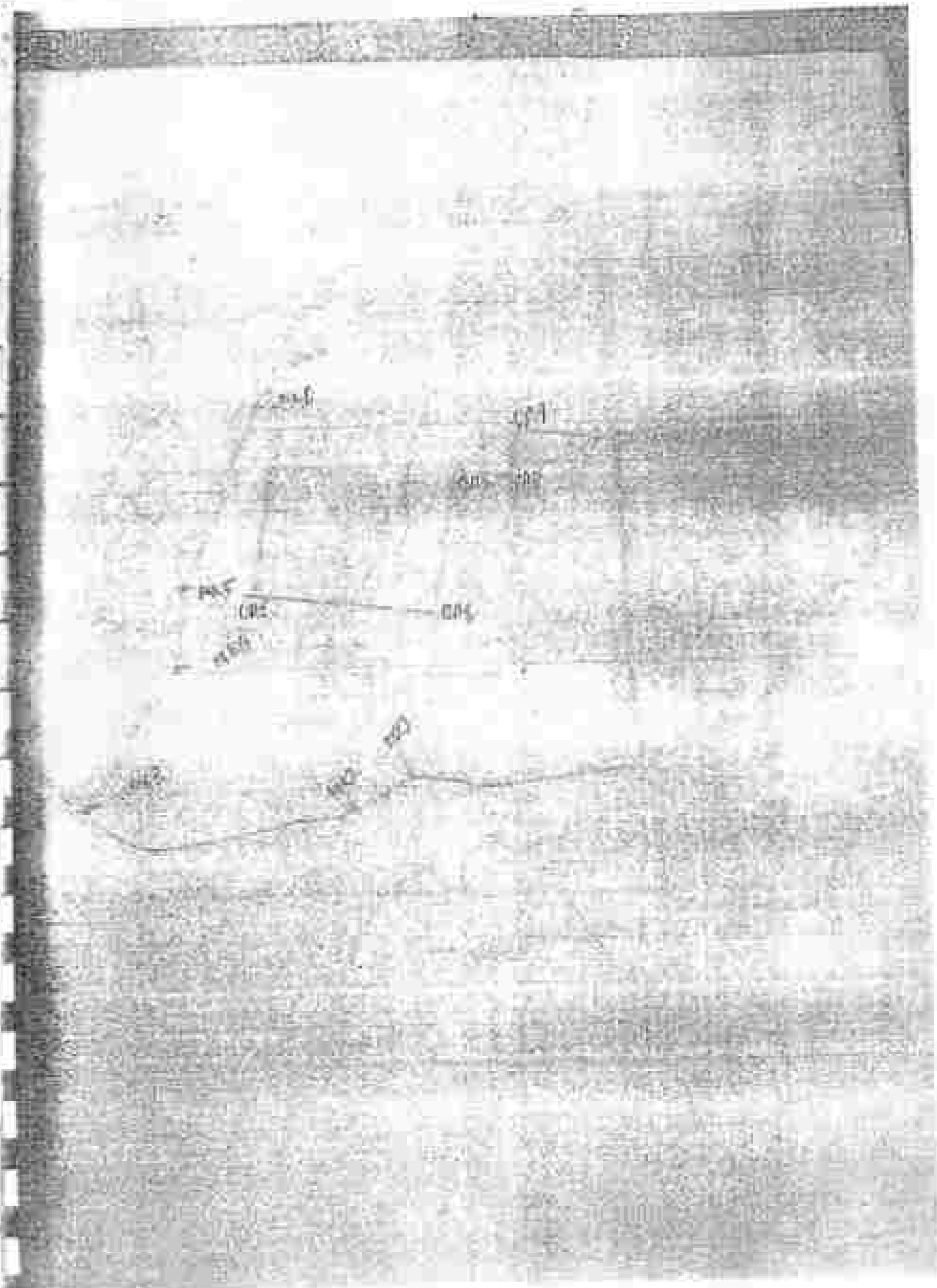


# KILIMANJARO DISTRICT



NO. 1512

This map prepared in accordance with the provisions of the  
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11/15/2021  
 11/15/2021

POINT	DEGREES SOUTH	DEGREES EAST
GR 51	3° 18' 29.83"	17° 13' 58.47"
RD 4B	3° 18' 04.12"	17° 14' 08.16"
F 207	3° 18' 06.73"	17° 13' 44.10"
MK 1	3° 18' 07.09"	17° 13' 39.66"
MK 2	3° 18' 11.84"	17° 13' 27.19"
MK 3	3° 18' 10.07"	17° 13' 18.36"
MK 4	3° 18' 53.26"	17° 13' 17.08"
MK 5	3° 18' 43.04"	17° 13' 20.58"
MK 6	3° 18' 24.69"	17° 13' 25.24"
CP 1	3° 18' 25.50"	17° 13' 29.62"
CP 4	3° 18' 43.63"	17° 13' 25.76"
CP 6	3° 18' 49.08"	17° 13' 45.78"
CP 7	3° 18' 33.64"	17° 13' 46.04"
CP 8	3° 18' 34.02"	17° 13' 50.37"
CP 9	3° 18' 28.85"	17° 13' 51.12"

10  
 12/15/2019  
 10

## LEASE AGREEMENT

Made this 02nd Day of JUNE, 2021

Between

**MACHAME NKUU AGRICULTURAL AND MARKETING CO-  
OPERATIVE SOCIETY**

**(Machame Nkuu AMCOS)**

And

**MACJARO LIMITED**

**CONCERNING THE LEASE OF THE PARCEL OF LAND  
MEASURING ONE HUNDRED AND TWENTY ACRES (120)  
ACRES COMPRISED IN THE CERTIFICATE OF TITLE  
NUMBER 16745 COMMONLY KNOWN AS MKUFI ESTATE**

**DRAWN BY:**

Gabriel Wansato Sasi & Safiniely Peter Mbwambo,  
Attorneys,  
P.O.BOX 8229, Moshi  
Mobile: +225 743 727 141 &  
+225 754 078 534

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This Lease Agreement has been entered this 22nd day of June in the year 2021.

### BETWEEN

**MACHAME NKUU AGRICULTURAL AND MARKETING COOPERATIVE SOCIETY (MACHAME NKUU AMCOS)**, a body Corporate incorporated under the Co-operative Societies Act, No.6 of 2013 of the Laws of Tanzania, and having its registered offices within Nkuu Nsinde Village, Hai District, Kilimanjaro, of Postal Office Box number 659, Moshi-Kilimanjaro being a registered Cooperative Society under The Cooperative Societies Act, No.1 of 2013 the same being registered with Registration Number KR 2933, hereinafter called "the Lessor" which expression shall, where the context so admits, includes its successors, representatives, heirs and assignee in title) of the one part;

### AND

**M/S MACJARO LIMITED**, a limited liability Company incorporated under the Companies Act, [Cap. 212 R.E 2002] of the Laws of Tanzania and having its registered offices within: Farm No 1294, Roo Village, Hai District, Kilimanjaro, of Postal Office Box number 436, Moshi, and a duly registered limited Company under the Companies Act, [Cap. 212 R.E 2002], Certificate of Incorporation No: 139482; Date of incorporation 21/11/2017 hereinafter called the "Lessee" which expression shall where the context so admits, includes its successors, representatives, heirs and assignee in title) of the other part.

### RECITALS

#### Whereas:

- a. The Lessor is the Lawful owner of the property under the Certificate of Title No. 16745 being part of Farm No 250 and 251 situated in the Machame Area, Hai District, Kilimanjaro Region commonly known as Mkuu Estate (hereinafter called the "demised property");
- b. The Lessor being a registered proprietor of the demised property, through his powers vested to the Members of his Board has hereto agreed to lease the demised property for economic activities as shall be well stipulated in this lease agreement;

- c. The Lessee is interested in developing the Lessor's demised Property for the period of time as shall be agreed in this lease agreement;
- d. The Lessee wishes to lease the Lessor's One Hundred and Twenty (120) Acres of the demised property under this Lease Agreement for the period of twenty-five (25) years with a view of conducting farming business in 11.5 acres of the demised property and other agricultural crops like coffee in 5 acres of the demised property;
- e. The Lessor on the other hand is willing and consented thereto to lease the demised property to the Lessee, and in each case in accordance with the terms and conditions stipulated in this lease agreement;
- f. Both Lessor and Lessee have chosen to define their obligations in the execution of this lease agreement through the terms and conditions set forth in this agreement.

**NOW THEREFORE, BOTH PARTIES TO THIS LEASE AGREEMENT HAVE PUT THEIR HANDS TOGETHER AND HAVE AGREED ON THE FOLLOWING TERMS AND CONDITIONS AS SET FORTH AS FOLLOWS: -**

**CLAUSE 1. DEFINITIONS OF TERMS**

In this agreement, the following terms shall have the following meanings: -

**"Agreement/Contract"** Means the terms and conditions entered between the Lessor and Lessee of this Lease Agreement and these two terms shall be used interchangeably and shall mean the same.

**"Development Plan"** Means a written plan to be prepared by the Lessee and to be approved by the Lessor of which it provides for the means, methods and resources to be employed by the Lessee in developing the farm in a manner which optimizes production.

**"Development Projects"** All activities concerning development which shall be carried out by the community.

**"Equipment"** Means existing machines used by the Lessee to simplify its works in the performance of its obligations in management of the demised property.

**"The Term"** Means the life span of this Lease Agreement.

**"The demised property"** Means the land, together with all the buildings that pertains to the remaining of Certificate of Title No 16745 measuring 120 Acres in respect of Mkuji Estate, Hai District, Kilimanjaro, and the same having a description of location as indicated and explained in certificate of Title and as shall be described in Clause 5 of this lease agreement.

**"Movable Property"** Means all assets which belongs to the lessee and lessor of which are temporally affixed to the property and can be transferred from one place to the other, this shall include machines and equipment which are bolted in the property.

**"Immoveable Property"** Means all the assets which have been affixed permanently in the property and cannot be transferred from one place to the other except for the bolted machines which shall be regarded as movable properties.

## CLAUSE 2. THE LEASE

- 1) Subject to the terms and conditions of this Lease Agreement, the Lessor does hereby lease the demised property to the Lessee for a consideration to be stipulated in this lease agreement.
- 2) The Lessee does hereby agree to take the demised property on the terms and conditions stipulated hereinafter in this Lease Agreement.
- 3) This Lease Agreement shall be binding to the parties in this Lease Agreement only.

## CLAUSE 3. LEASE PERIOD

- 1) The Lease Agreement period shall be for a duration of twenty-five (25) years effective from the 1<sup>st</sup> day of March, 2021 to 28<sup>th</sup> day of February, 2045 (hereinafter called "the term") subject to any renewal if the need arises and concerted by both parties.
- 2) The Lessee can, prior to the expiration of the term and if there shall not at that time be any existing breach of this agreement by the Lessee, show his wish of extending the lease period by giving notice

requesting an extension of the lease period for a term as may be agreed upon.

- 3) If an agreement of extending the term is not reached and the Lessor does not renew the Lease, the Lessee shall have the right to take away all movable assets except for immovable permanent structures.

#### CLAUSE 4. CONSIDARATION AND MODE OF PAYMENT

- 1) The agreed lease consideration shall be United States dollars and shall be at a value of one hundred and fifty dollars (USD 150.00) per acre on the first year to be increased by two dollars (USD 2.00) per acre per annum for the entire one hundred and twenty (120) acres of the demised property for every single year until the expiration date of this Lease Agreement.
- 2) In 2021 the payment will be paid in full and within seven days following signature of this document. Thereafter, the consideration shall be paid annually and in full by the Lessee on or before the 31<sup>st</sup> January each calendar year upon receipt of an invoice.
- 3) The Lessee is ready and willing to make yearly contribution to the community of Machame Nkuu (from 2021) towards development projects at the sum of Tanzanian Shillings six million, five hundred thousand only (TZS 6,500,000.00) per year. This amount will be paid annually and will be due on or before 31 January every calendar year. The yearly contribution to the community of Machame Nkuu towards development projects shall be reviewed by both parties in the Lease Agreement after every five years.
- 4) All payments from the Lessee shall be directed to the Lessor's Bank Account as follows: -

1. CRDB (Bank) for Tanzanian Shillings (TSHS.):

Account Name: **Machame Nkuu AMCOS**



Account Number: **0152345283700**

ii. Exim Bank for United States Dollars (USD.):

Account Name: **Machame Nkuu AMCOS**

Account Number: **0070015173**

#### **CLAUSE 5. DESCRIPTION OF THE DEMISED PROPERTY**

- 1) Total area of the demised property is 120 Acres as explained in Clause 1 of this lease agreement. The boundaries of the demised property are marked as follows: -
  - a) To the North: Common boundary between Bordeni Flowers Ltd, Mkufi Farm
  - b) To the South: Gid Moshi Road.
  - c) To the East: Tarmac road leading from Anusha -Moshi road to Machame.
  - d) To the West: Dekker Bruins, Mkufi Farm on the northern section and the remaining of Mkufi on the lower section.

#### **Clause 6. OBLIGATIONS OF THE LESSOR**

- 1) The Lessor hereby grants to the Lessee the absolute right to manage, control, and or operate the demised property and also use those demised properties in accordance with the terms and conditions of this lease agreement.
- 2) The Lessor shall ensure the Lessee enjoys the entire demised property as per this agreement without any interference.
- 3) The Lessor guarantees the Lessee that the title deed of the demised property is clean, without any encumbrance and there is no conflict or any case subsisting in any Court of Law or Tribunal. If there is any, the Lessor shall compensate the Lessee for all expenses and costs incurred.



- 4) The Lessor shall compensate the Lessee for all improvements done by the Lessee in the demised property if the Lessor terminates this Lease Agreement without prior consultation and approval of the Lessee.
- 5) The lessor shall ensure the boundaries of the demised property are intact and no trespassers or any person encroaches on the demised property.
- 6) Except with the prior written consent of the Lessee, the Lessor shall not use the demised property as a security to obtain loan during the term.
- 7) The Lessor shall apply and keep valid the water users permit of furrow No.37.
- 8) The Lessor shall endeavor to do all what is within their power to apply for and or assist with obtaining licenses to any increased water rights that may be required in the future including licenses to drill boreholes and construction of water reservoirs when the need shall arise.

#### Clause 7. OBLIGATIONS OF THE LESSEE

- 1) To pay the consideration for the Lease hereinabove reserved at the time and in the manner aforesaid.
- 2) To pay operational costs including Labour, Chemicals, Fertilizer and other related expenses.
- 3) To pay the cost of security services for the demised premises.
- 4) To permit the Lessor or any person authorized by him and after giving reasonable prior notice to the Lessee (or immediately in case of emergency) to enter upon the demised premises for inspection.
- 5) To comply forthwith in all respects with the provisions of every parliamentary enactment (which expression in this sub-clause includes every Act of Parliament now or hereafter enacted and every instrument, regulations and by-law and every notice or order



given there under) so far as the same shall affect the demised premises.

- 6) The Lessee shall ensure that the aspects of environmental protections over the demised property are implemented.
- 7) The Lessee shall not fell any tree on the demised property without seeking and obtaining the permission of the Lessor. The Lessee shall however, upon consultation with the Lessor, have the right to harvest, prune or reduce the number of trees on the demised property for the purposes of construction, reducing shade or removing obstructions. Ownership of the so felled trees will be to the Lessor.
- 8) The Lessee will maintain and repair roads within the demised property.
- 9) The Lessee is not allowed to sub-lease or rent any part of the demised property without the prior consent of the Lessor.
- 10) The Lessee will ensure the boundaries of the demised property are intact by maintaining the existing boundary and or reinforce a new fence where necessary to safeguard and secure the demised property. Once the Lessee is of doubt that someone has trespassed or any person encroaches the demised property, he shall immediately inform the Lessor.

#### Clause 8. OTHER CHARGES

- 1) **Contingent Liabilities.** The Lessor undertakes to pay all statutory fees, taxes and charges relating to the ownership of the demised property, this would include land rent, withholding tax and other taxes associated with ownership of the demised property.
- 2) **Stamp Duty.** The Lessee will pay stamp duty for this lease agreement.
- 3) **Registration Fees.** The Lessee will shoulder the cost of registering this lease agreement.

- 4) Other payments, The Lessee will be responsible to pay Electrical, Water, Telephone Bills and any other bills over the demised property.

#### Clause 9. WATER RIGHTS

1. The Lessor is the primary right holder to the Water Right indicated below: -
  - a) Water Right No 3017 in the District of Hai, at Kilimanjaro Region.
  - b) Particulars of Water Right: To abstract 2,0 Cusecs (56.25 lts/sec) from furrow No. 37.
2. Both parties to this Lease Agreement shall co-operate to ensure that the furrow is properly maintained for smooth flow of sufficient irrigation all the year around.
3. After observing the prior rights to the use of water in furrow No 37 (which are held by Dekker Bruins and Bondeni Flowers Ltd), the Lessee and the members of Machame Nkuu AMCOS shall share equally the remaining water in the aforesaid furrow.
4. Constructed obstructions within the furrow to control flow will have equal access by each of the parties (including keys to locks).
5. Water from the Mkuu furrow will be used exclusively on Mkuu Estate and use cannot be transferred or allocated to operations outside of Mkuu Estate.
6. Third party water from any source may not be passed through the demised property without the expressed prior consent (to be granted in writing) of the Lessee.



#### Clause 10. LEGAL SERVICE'S COSTS

The Lessee and the Lessor shall bear equally the cost in respect of drawing up this Lease Agreement and the transactions contemplated in filing the lease agreement. Thereafter, each party will bear their own costs relating to any Advocate's Costs.

#### Clause 11. GOVERNING LAW AND JURISDICTION

This Lease Agreement and any amended agreement entered pursuant to this Lease Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

#### Clause 12. EMPLOYEES

1. The Lessee shall ensure the well being of the Employees are secured according to the Laws of Tanzania.
2. At the end of the term, it is the responsibility of the Lessee to terminate all employees according to the Laws Tanzania.

#### Clause 13. MEETINGS

Both parties shall strive to maintain good relationship between them and twice a year (January and June) the parties will hold two meetings which will be called by the Lessor and the Lessee will bear the costs thereof. These meetings will be held contiguously as the meetings for the 23 acres. In such meetings, matters of mutual interests, administrative matters shall be discussed, and dispute settlement if any will be discussed including a review of the Development Plan.

#### Clause 14. MISCELLANEOUS

In return to the goodwill extended by the Lessor, the Lessee is ready and willing to do the following: -

- a. The Lessee shall make sure that his infrastructures do not impinge on other farms around his.
- b. To leave all boreholes and irrigation infrastructures as they shall be to the Lessor upon departure.

- c. The Lessee has agreed to give out 60% of the employment opportunities to the Machame Nkuu Community as far as it is applicable save that they meet the required qualification.
- d. All payments from the Lessee shall be directed to the Lessor's Account.
- e. All materials delivered to the Lessor by the Lessee shall be handed over to an authorized officer of the Lessor and shall remain under custody of the Cooperative Society Ltd.
- f. The Lessor and Lessee have agreed that this leased agreement will be signed and the official Sketch Map will be attached.

#### Clause 15. CONFIDENTIALITY

- 1) All information exchanged between the parties in connection with this Lease Agreement or during discussions proceeding to this Lease Agreement or to any matter contemplated by this Lease Agreement, and any other discussions held between the parties shall remain confidential to them and their agents and may not be disclosed to any third party during the period of this Lease Agreement or anytime thereafter, except: -
  - a) With the Written Consent of the other party;
  - b) If required by law to be disclosed;
  - c) In connection with legal proceedings by authority of a court of competent jurisdiction;
- 2) If the information is or becomes generally and publicly available but not as a result of breach by either party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this Lease Agreement.
- 3) The obligation of confidentiality herein shall survive even after the termination of this Lease Agreement and remain binding on the parties without limitation of time.



### Clause 16. MODIFICATIONS

- 1) No variations, modification or alteration of any provisions of this Lease Agreement shall be effective unless made with the prior written agreement of both the parties to this Lease Agreement.
- 2) Amendment to the Lease Agreement shall be made after both parties to this lease agreement have agreed to amend it. The amended agreement shall be effective following the approval in writing of the Registrar of Cooperative Societies if at all initiated by the lessor and agreed by the lessee.
- 3) This Lease Agreement can be reviewed at any time during the term of the agreement. These discussions should usually take place at the annual meeting or other meetings to be agreed by the parties to this agreement.

### Clause 17. DISPUTE RESOLUTION

- a. In case of any dispute arising out of the Lease Agreement, the prevailing language shall be English and Swahili but in case of conflicting interpretation the English meaning shall prevail over the Swahili interpretation.
- b. In case of any dispute rising out of the lease agreement, either of the parties to this lease agreement shall give notice to each other with intention to settle the matter amicably and if the dispute continues for more than 21 days, then reference will be made to the parties Advocates and the District Co-operative Societies Officer of Hai District who shall sit together and examine the possibilities of resolving the matter amicably within 21 days from the date of reference and make joint report to the parties. At this stage the Assistant Registrar of Cooperative Societies for Kilimanjaro Region shall be duly involved in settling any dispute arouse out of this lease agreement.
- c. If resolution is not reached within 21 days from the date of reference to the Advocates and the District Co-operative Societies Officer and that the Regional Assistant Registrar of

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Cooperative Societies have been duly involved to resolve any dispute arising out of this agreement, the matter shall be further referred to the Registrar of Co-operative Societies who will make a decision on the matter within 21 days.

- d. If any of the parties are not satisfied with the decision of the Registrar of Co-operative Societies, then the matter shall be further referred to the Minister responsible with Co-Operative societies who will make a decision within 21 days.
- e. If either of the parties are not satisfied by the decision of the Minister responsible for Co-Operative Societies, then that party shall have the option of taking the matter to the Court of Competent Jurisdiction in accordance with the laws of Tanzania.
- f. Disputes over water usage should be dealt within an immediate fashion as long periods of mediation can lead to serious financial loss.

#### Clause 18. TERMINATION AND RENEWAL OF THIS LEASE AGREEMENT

1. In the event that the Lessee, subject to the Lessor's approval, concludes that due to circumstances beyond Lessee's control, he can no longer manage the investment in a profitable manner he shall hand over to the Lessor control of all immovable assets free of any liabilities created by the Lessee.
2. Without prejudice to anything stated above, the Lessor shall have the right to terminate this agreement when the Lessor has issued 30 days' notice upon the default by the Lessee to pay rent on time and that 60 days have lapsed without the Lessee paying the required rent.
3. If the Lessee contravenes the terms of this lease agreement, he will be liable to compensate the Lessor equally if the Lessor contravenes the terms of this lease agreement, he will be liable to compensate the Lessee.

### Clause 19. ASSIGNMENT OF THE LEASE

Should the Lessee wish to transfer ownership of his Company to another investor, the Directors of the Lessee will seek consent of the Lessor through a written notice of not less than 30 days. Upon assignment therefore, the third party (a new Company) will have to observe the terms and conditions of this lease agreement.

### Clause 20. NOTICES

Any notice, declaration or other communication required or authorized to be given by one party under this lease agreement to the other party shall be in writing and shall either be personally delivered or dispatched by courier and properly signed for by using addresses contemplated in this lease agreement.

### Clause 21. SEVERABILITY

If any provision of this lease agreement is held to be unenforceable under applicable law, then such provision shall be excluded from this agreement and the balance of this agreement shall be interpreted as if such provision were so excluded and each provision of this agreement shall continue to be enforceable in accordance with its terms.

### Clause 22. HEADINGS

The headings of clauses herein are provided for convenience of reference only and shall in no way affect the meaning of this agreement. References herein to "Clauses" are the Clauses of this agreement unless explicitly states otherwise.

### Clause 23. DOCUMENTS TO FORM PART OF THIS LEASE AGREEMENT

The following documents shall form part of this Lease Agreement and shall have a full effect to the extent that, without them being annexed to this lease agreement shall be said to be incompetent: -

- a) Minutes of the General Meeting relating to the execution of this lease agreement of the Lessor duly signed and sealed;
- b) Minutes of the Board of Directors relating to the execution of this lease agreement of the Lessee duly signed and sealed;
- c) All relevant Water Rights permits;

JRDP

- d) The Development Plan which is a Written Plan to be prepared by the Lessee and to be approved by the Lessor of which it provides for the means, methods and resources to be employed by the Lessee in developing the demised property in a manner which optimizes production;
- e) Certificate of Incorporation of the Lessee;
- f) Certificate of Registration of the Lessor;
- g) Certified Copies of Certificate of Occupancy by the Lessor;
- h) A Sketch Map of the demised property.

**Clause 24. EXECUTION**

This Agreement may be executed in two counterparts each of which shall be deemed as original but both of which constitute one and the same instrument.

**IN WITNESS HEREOF**, the Parties hereto have executed this Lease Agreement on the date and year first herein above written in the following manner: -

**SEALED with COMMON SEAL of  
MACHAME NKUU AGRICULTURAL  
AND MARKETING CO-OPERATIVE  
SOCIETY** at Kilimanjaro

in our presence this 02 day of 06 2021



SEAL,

Name: IBRAHIM E SHOO

Signature: [Handwritten Signature]

Postal Address: 659 MOSHI

Designation: CHAIRMAN

[Handwritten Signature]

[Handwritten Signature]

JRAB

[Handwritten Signature]

Name: FABULA PETER LOWA  
Signature: [Signature]  
Postal Address: 659 MOSHI  
Designation: VICEMANAGER/SONA

Name: NEEMA O. NKYA  
Signature: [Signature]  
Postal Address: 659 MOSHI  
Designation: MEMBER

Name: YUSUFU K. NIYA  
Signature: [Signature]  
Postal Address: 1159, MOSHI  
Designation: MEMBER

Name: ANDREA M. NTHU  
Signature: [Signature]  
Postal Address: 659  
Designation: MEMBER

Name: ERNEST PH. NQOQI  
Signature: [Signature]  
Postal Address: BOX 659 - MOSHI  
Designation: MEMBER

[Signature]

JROP

[Signature]

Name: WALTER M SHOO  
Signature: [Signature]  
Postal Address: 659 MOSHI  
Designation: SECRETARY

Name: [Signature]  
Signature: [Signature]  
Postal Address: [Signature]  
Designation: [Signature]

Name: [Signature]  
Signature: [Signature]  
Postal Address: [Signature]  
Designation: [Signature]

**BEFORE ME:**

Name: SDFINIELY PETER MBEWAMBO  
Designation: Commissioner for Oaths / ADVOCATE  
Postal Address: P.O. Box 8229 MOSHI  
Signature: [Signature]



[Signature]

[Signature]

STAMP

SEALED with COMMON SEAL of  
MACJARO LIMITED at Kilimanjaro  
in our presence this 02 day of  
06, 2021.



SEAL

Name: JAMES POWELL  
Signature: [Handwritten Signature]  
Postal Address: P.O. Box 436, MOSHI  
Designation: DIRECTOR

Name: MASHA M. MASHA  
Signature: [Handwritten Signature]  
Postal Address: P.O. Box 436, MOSHI  
Designation: COMPANY SECRETARY

BEFORE ME:

Name: SAFFI ENKELBERTH BONDITANGA  
Designation: ADVOLATE  
Commissioner for Oaths  
Postal Address: P.O. Box 11101  
Signature: [Handwritten Signature]



[Handwritten mark]

[Handwritten mark]

JANP

**JAMHURI YA MUUNGANO WA TANZANIA  
OFISI YA RAIS  
TAWALA ZA MIKOA NA SERIKALI ZA MITAA**

**MKOA WA KILIMANJARO**

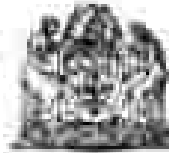
Amara ya Simu: 'KUSCOM' KILIMANJARO

Simu Nani 027-2754237/2752184

Fax Nani 027-2753248

E-Mail: [raais@tanzania.go.tz](mailto:raais@tanzania.go.tz)

Unapojibu tafadhali taja:



**OFISI YA MKUU WA MKOA**

**S.L.P. 3070,**

**MOSHI.**

**Kumb. Na. BD.133/303/01L/14**

**26 Mei, 2021.**

**Mwenyekiti na Bodi ya Uongozi,  
Machame Mkuu Amcos,  
S.L.P. 659,  
MOSHI.**

**Managing Director,  
Macjaro Ltd,  
S.L.P. 436,  
MOSHI.**



**Yah: KIBALI CHA KUSAINI MIKATABA YA UWEKEZAJI KATIKA  
SHAMBA LA MKUFI ESTATE LINALOMILIKIWA NA CHAMA CHA  
USHIRIKA MACHAME MKUU AMCOS LTD.**

Rejeeni nakala ya barua Kumb. Na. LA 69/186/01/57 ya tarehe 9 Aprili, 2021 toka kwa Mrajs wa Vyama vya Ushirika niliyowapatia kuhusiana na Mikataba ya uwekezaji katika Shamba la Mkufi.

2. Katika barua hiyo, Mrajs wa Vyama vya Ushirika alielekeza kufanyika kwa Marekebisho mbalimbali katika Mikataba hiyo kabla ya kusainiwa Marekebisho yote yaliyoelekezwa tayari yameshafanyika kwa kushirikiana na pande zote mbili za Mikataba.

3. Kufuatia hali hiyo, napenda kuwataarifu kuwa kibali cha kusaini Mikataba ya Uwekezaji katika Shamba la Mkufi iliyofanywa marekebisho kwa kuzingatia maoni ya Mrajs wa Vyama vya Ushirika kimetolewa.

4. Zingatiani Sheria Kanuni na Taratibu za Vyama vya Ushirika wakati wa kusaini na kutekeleza Masharti ya Mikataba hiyo.

4. Nawatakia ufikelezaji mwetna wa jambo hili

  
John B. Herjewele,

**MRAJIS MSAIDIZI WA VYAMA VYA USHIRIKA MKOA,**  
**KILIMANJARO,**

**Nakala:** Katibu Tawala Mkoa,  
**KILIMANJARO, -**

Alone Mhe Mkuu wa Mkoa.

Mraja wa Vyama vya Ushirika,  
Tume ya Maendeleo ya Ushirika,  
S. L. P. 201,  
**DODOMA**

Katibu Tawala Wilaya,  
**HAI**

Mkurugenzi Mtendaji,  
Halmashauri ya Wilaya  
S. L. P. 27  
**HAI**



**MACHAME NKUU AMCOS LTD. KLR-2933.**

**MKUTANO MKUU UWEKEZAJI MACIARO TARIHE 16 /02/2021.**

**WALIOHUDHURIA.**

1.LIBRAHIMU SHOO—Mwenyekiti

2.ERNEST NGOWI) —mjumbe.

3.YUSUPH NKYA) —

4.ANDREA NIAU) \*

5.NEEMA O. NKYA) \*

**WAHUDUMU.**

1.Walter M. Shoo—Katibu.

2.Catherine Uraica—K/Msaidizi

**WAGENI WAALIKWA.**

1.John Henjwele—Mrajili Msaidizi Mkuu (Kilimarijao)

2.James L. Mushi—Diwani Machame Mashariki

3.Helen Shayo—Mtandaji Kata Machame Mashariki

4.William) —Mwekezaji

5.Austin Makani—Meneja wa Mwekezaji, Looken Mwangi—M/kit Nkuu sinda

6.Twafib Malye—M/kit Nkuu ndoo

7.Looken Mwangi—M/kit Nkuu sinda

**AGENDA.**

1.Ufungaji

2.Tarifa ya Uwekezaji, Samba la Mkuu.

3 kufunga mkutano.

Aumla ya wafihudhuri ni 1.Nkoo Ndogo 223 .

2.Nkoo Sindo 211

#### **MHT 01/02/021.UFUNGUZI**

Mkutano ulifunguliwa saa 5:25 uliubuni kwa sala iliyosomwa na katibu wa kijiji kisha mwenyekiti wa kijiji alimkaribisha Mwenyekiti wa chama cha Machame Nkoo Amcos kisha mwenyekiti wa chama cha ushirika Machame Nkoo Amcos aliwakaribisha wanachama /wananchi kwenye mkutano huo . Mwenyekiti wa Chama Alimkaribisha Mraji Maudidi Mkoa wa Kilimanjaro kuwasalimia Wanachama kisha kuwahimiza vijana kujunga na Chama cha ushirika cha Machame Nkoo Amcos kwa Ajili ya kukusa Ushirika. Kisha mwenyekiti aliwakaribisha Diwani wa kato ya Machame Msharki, Diwani aliwatalimia wananchi/wanachama kisha kuwaleleza kuwa wachukue tadhari ya ugonjwa wa Corona.

#### **MHT 02/02/021.TARIFA YA UWEKEZAJI SHAMBA LA MKUFI.**

Mwenyekiti wa Chama cha Machame Nkoo Amcosi alieleza taratibu ambazo zimekwisha kufanyika kwa ajili ya shamba la Mkufi ambapo tikuma limewekwa bila idhini ya wananchi/wanachama. Hivyo Mkatiba ambao ulikuwa umewekwa mwanzoni kati ya chama na kampuni ya Macjaro ni mkatiba batili. Mwenyekiti alieleza kuwa kushirikiana na viongozi wa serikali yani Mkuu wa Mkoa na Mraji Maudidi Mkoa Kilimanjaro na Naibu waziri wa kilimo swala la mgogoro huo limefika pazuri. Mwenyekiti wa Machame Nkoo Amcos alieleza kuwa mwekezaji alifidika berua kwa bodi ya chama ya kuomba kuwekwa katika shamba la mkufi eneo ambalo amepanda karanga za Makademia kwa miaka ishirini na tano ambalo linakadirwa kuwa itari mia moja kumi na tatu. Pia mwekezaji huyo ameomba pia kuwekwa katika shamba ambalo amepanda ndizi ekari ishirini na tatu ambapo atawekwa kwa kipindi cha miaka mitano tu baada ya hapo kusafisha eneo na kukrudisha kwa chama. Kisha mwenyekiti alieleza kuwa kutokana na uwekezaji ambao Macjaro amekwisha kufanya katika shamba la mkufi na kuingilia eneo la chuma atalipa chamani shilingi milioni kumi kama faizi ya kuingilia eneo hilo ambayo wanachama watapewa kama posho yao na atatakiwa kupia kodi kwa wakati wa miaka mitano na kuchangia miradi ya jani kwa jani ya tikuu shilingi Milioni Sita na laki tano kila mwaka. Pia Mwenyekiti wa chama alimweleza mwekezaji kuwa zandafu utaratibu mzuri ili katika wafanyakazi wake asimtia sitini itoke katika vijiji vya Nkoo.

Mwenyekiti wa chama alimkaribisha Meneja wa Mwekezaji Ndugu Makani iweze kuzungumza na wanachama. Ndugu Makani alikasalimi Wanachama/wananchi na kumtambulisha Mwekezaji Wiliani kutoka Ufaransa kisha kuomba Msamaha Wanachama/Wananchi kwa yaliyojitokeza hapo Mwanzo katika hatua za kuwekwa shamba lao. Wanachama walirubai Msamaha huo kwa kutua Wanachama Wanne kwa kupokea masala na

likoko kama ishara ya kuwasamehe lakini faini mwenyekiti wa chama aliyoteleza itakuwa palepale. Wanachama walijadili kwakirefu na kuabimia kuhusu uwekezaji wa kampuni ya majaro na kuzimbia kuwa Mwekezaji huyo zeweze katika shamba la mkuu atakuwa akilipa dola za kimarekani rola moja kambi kwa ekari moja kwa mwaka na itakuwa kipanda kwa dola mbili kila mwaka. Bada ya majadila huo Wanachama kwa ujumla waliadimbia bodi kwa kuhirikiana na Mwanasheria wa Chama Waandaa Mkatiba na uje usimwe mbele ya Wanachama katika ya kusainiwa.

### MHT 03/02/2021-KUFUNGA MKUTANO

MHT alifunga mkutano spa nane na robo mchana kwa safu iliyosomwa na katibu. Aliwashukuna wageni wasikwa na wajumbe wote kwa michango yao miuni ya mawata na uvumilivu wao na kuwataka wote safari njema ya kurudi makwa.



IBRAHIM E. SHOO

MWENYEKTI



WALTER MARKO SHOO

KATIBU.

TAREHE:

16/02/2021

MUHURI WA CHAMA:

16/02/2021

MAHUMURIO YA KITONGOTI CHA MDEREMI 51

JINA

SAINI

10 TURUSI EN NAFTALI MUSHI ~~Renai~~

11 SAIDI OMARI MUSTI SAIDI

12 SAMUELI EXRAUDI MASAU SEB

13 ESTER XLEMEASI MUYANGA ~~MURIBO~~

14 GODFREY ELISA MUSHI ~~A~~

15 BETRANCE SHARIFA LOOKEN MUYANGA ~~B~~

16 SUDI HASHIMU MUSHI SHARIFA

17 ESTOMINI SALIM MASHI MUYANGA ~~SHARIFA~~

18 NOEL GASPARD MUSHI ~~SHARIFA~~

19 EMMANUEL DONALD MUSHI ~~SHARIFA~~

20 ABDALLA JOHN MUYANGA ~~SHARIFA~~

21 FREDRIK KUNDUFOO MASSAU ~~SHARIFA~~

22 ANINA TEGEMER MUSHI ~~SHARIFA~~

23 ANANSIA ELIAS MUSHI ~~SHARIFA~~

24 AGNES PIERO MUYANGA ~~SHARIFA~~

25 SOLOMONI YOHANE MUSHI ~~SHARIFA~~

26 BURUDIN SAIDI MUSHI ~~SHARIFA~~

27 ASH NVA A SHOO ~~SHARIFA~~

28 JULIUS A SHOO ~~SHARIFA~~

29 KABCANI A MUSHI ~~SHARIFA~~

30 DENIS A MUSHI ~~SHARIFA~~

31 FRANCE A MUSHI ~~SHARIFA~~



JINA

SAINI

26  
27  
28

REHEMA

SHABAN WRASSA ✓

Sahq H.

Mushi ✓

EDNA O

WRASSA ✓

Denamig

Mushi

Er









JINA

SALMI

38	Francis Joshua Emani Mbari	<del>Francis</del>
39	Eliudaria Francis Moya	Francis
40	Francis Benjamin Shoo	Francis
41	Joseph Michael Shoo	Joseph
42	Esther Oculi Shoo	Joseph
43	Christina Wanyu Moya	C. Wanyu
44	Agnes Abelino Mbari	NAMUNA
45	Uta Aika Shoo	<del>Uta</del>
46	Alvin Emmanuel Moya	<del>Alvin</del>
47	Francis Wilisa Shoo	Francis Shoo
48	Caroline Simon Moya	Caroline Moya
49	John Anthony Shoo	<del>John</del>
50	Uta Alvin Mbari	N/A
51	Amy Elizabeth Moya	AMY
52	Lilian John Mbari	Lilian
53	Simone Elizabeth Mbari	Simone
54	Joseph Joseph Shoo	E. Ph.
55	Esther Philip Shoo	SB
56	Salome David Shoo	<del>Salome</del>
57	Mari Asanti Maita Moya	SB
58	Juana Obadi Shoo	<del>Juana</del>
59	Richard Paulo Moya	<del>Richard</del>
60	Godwin Ngunyi Shoo	<del>Godwin</del>
61	Donald Dambani Shoo	<del>Donald</del>
62	Stella Elvin Shoo	R. D. D.
63	Rita Elizabeth Moya	<del>Rita</del>
64	Shirazada Samuel Mbari	<del>Shirazada</del>
65	Joseph Agost Moya	Joseph
66	Magathi Edward Shoo	<del>Magathi</del>
67	Emmanuel Moya Moya	<del>Emmanuel</del>
68	Uta Moya Moya	<del>Uta</del>



JINA

SIMI

- 30 Aikaeli Jayeth Nkya
- 31 Rabitha baraka Nkya
- 32 Weningaga Alibati Ntenga
- 33 ~~Esther~~
- 34 Weranguni Isorinoba Urassa
- 35 Happenes Utilitrod Nkya
- 36 Nitines Jackson Muvu
- 37 Stella Rogate Urassa
- 38 Herich Wwandumi Urassa
- 39 Wilibod Danieli Urassa
- 39 Lokeni Ronaldi Nkya
- 40 Dickodi Andero Nkya
- 41 Emanaeli Johni Urassa
- 42 Betraise Emanuel Urassa
- 43 Fuvaha Agostino Urassa
- 44 Denisi Ngaya Urassa
- 45 Bonieli Phelimom Nkya

- Amu
- Amu
- ~~Amu~~
- 12/8
- Amu
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- 46 YUNEA RABIAMEN URASSA
- 47 Nelson Agidi Nkya
- 48 Andason Ramaboni mkimic
- 49 Samweli A Kwaka
- 50 Stella Johni Urassa
- 51 Nlarasimba Wilibod Urassa
- 52 Seti Ronalidi Nkya
- 53 Marita Ngarami Mwangya
- 54 Cristofa Ngowi
- 55 Malalalia Estomii Nkya
- 56 Eriki Korodiasi Nkya
- 57 Denisi Rogath Urassa
- 58 Salome Ethelali Nkya

- Urassa
- Urassa
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JINA

SAINI

- 59 ~~Rabia beraka Nkya~~
- 60 Rose Paulo Nkya
- 61 Fagha Aseri Kwaka
- 62 Angasa Robath Nkya
- 63 Bukari Abidi Nkya
- 64 Emily Sipaci Swai
- 65 Agim Shendrak Nkya
- 66 Mariam Onukwa Swai
- 67 GAUDENCE P. MDOSI
- 68 Lillian Japhet Swai

- ~~60~~
- NK4D
- 61
- 62
- 63
- 64
- 65
- 66
- 67
- 68



MAHURURIO KITENGOTI CHA REMBU

JINA

SAINI

- 1 ANNA + LOMA ✓
- 2 ESTER P. YOUSSEF ✓
- 3 GODFREY M. NJAU ✓
- 4 BERNARD G. KWERA ✓
- 5 ONESMO E. MASSAU ✓
- 6 BRIGHTON P. KWERA ✓
- 7 MBORA S. UESA ✓
- 8 PAUL A. URASSA ✓
- 9 ASIFWE O. URASSA ✓
- 10 CHRISTOPHER O. URASSA ✓
- ~~11 RUTH P. LIPETA~~
- 11 LOCKEN M. LETA ✓
- 12 PAUL M. NJAU ✓
- 13 LAZARO M. NJAU ✓
- 14 ANDREA M. NJAU ✓
- 15 WILLY Z. KWERA ✓
- 16 ERASTO K. MBOWE ✓
- 17 LOVELY G. KWERA ✓
- 18 ASHUKRIWE S. MWANGA ✓
- 19 IDEN O. URASSA ✓
- 20 NYASHIKAI B. MBOWE ✓
- 21 RICHARD A. URASSA ✓
- 22 ELINWILE RUTHOS NJAU
- 23 IPROU ASIMAO JUDITH KWERA
- ~~24~~
- 25 IRACE MASWEN ✓

- Handwritten signatures and initials corresponding to the names in the left column, including names like SAINI, YOUSSEF, NJAU, KWERA, MASSAU, UESA, URASSA, LETA, MBOWE, MWANGA, and MASWEN.



**MACHAME NKUU AMCOS LTD. KLR-2533.**

**MIKUTANO MKUU UWEREZAJI MACIARO TAREHE 03/03/2021.**

**WALIOHUDHURIA.**

1. IBRAHIMU . SHOO—Mwenyekiti.

2. ERNEST NGOWI —mjumbe.

3. YUSUFH NKYA

4. ANDREA NIAU

5. NEEMA O . NKYA

**WAHUDUMU.**

1. Walter. M. Shoo—Katibu.

2. Catherine urasa—K/Msaidizi.

**WAGENI WAAUKWA.**

1. John herjewele —Mwaji Msaidizi Mkoa (Kilimanjaro)

2. Gabriel W. Sasi—Mwanasherika wa chama

3. Austin Malani—Meneja wa Mwekezaji

4. Twalib Malya - M/Kiti Nkuu ndoo

5. Locken Mwangi—M/Kit Nkuu Sinda

**AGENDA.**

1. Ufunguaji

2. Kusoma na kuthibitisha muhtasari wa Mikutano Mkoa 16/02/2021.

3. Kusomewa risimu ya Mkataba wa Uwekezaji Macjaro.

4. Kufunga mikutano.

Jamla ya waliohudhuria ni 1. Nkuu Ndoo

2. Nkuu Sinda

**MHT 01/03/021-UFUNGUZI**

Mkutano uliunguliwa saa 4.25 asubuhi kwa sala iliyosomwa na katibu wa kijiji kisha mwenyekiti wa kijiji alimkaribisha Mwenyekiti wa chama cha Machame Nkuu Amcos kisha mwenyekiti wa chama cha uahirika Mochame Nkuu Amcos aliwakaribisha wanachama /wananchi kwenye mkutano huo . Mwenyekiti wa Chama Alimkaribisha Mrajisi Mmadisi Mkoa wa Kilimanjaro kuwasalimia Wanachama. Mrajisi Mmadisi alipongeza bodi kwa kazi nzuri waliyofanya ambayo imezaa matunda maturi yaliyosababisha rasilimu ya mkataba kusomewa kwa wanachama/Wananchi.

**MHT 02/03/021-KUSOMEWA NA KUTHIBITISHA MUNTASARI WA MKUTANO MKUU 16/02/21**

Mwenyekiti wa Chama cha Machame Nkuu Amcos alimkaribisha katibu wa chama kusoma Muntasari wa mkutano mkuu wa wanachama wa tarhihe 16/02/2021. Katibu alisoma muntasari huo ambapo wanachama waliazama kutwekeza mwekezaji Maciara katika shamba la mkufi katika eneo mawili yaani eneo ambalo akalima migomba kwa miaka mitano na eneo ambalo atalima karunga ngumu alno ya makademia kwa miaka ishirini na tano atalipia kodi ya pango Dola za kimarekani mia moja hamsini kwa kila ekari moja kwa mwaka huku ilipanda dola mbili kila mwaka. Mwekezaji huyo atakuwa alichangia macndedeo ya jamii kwa kila mwaka shilingi milioni sita na lalo tano kila mwaka. Baada ya katibu kusoma mkutano huo Mwenyekiti wa chama aliwesha wanachama kama mkutano huo ni wa kwao kwa pamoja wanachama waliazama kuwa mkutano huo ni wa kwao.

**MHT 03/03/021 KUSOMEWA RASIMU YA MKATABA WA UWEKEZAJI MACIARO**

Mwenyekiti wa chama alimkaribisha Mwanasherika wa chama kuwasoma wanachama/Wananchi Mkataba wa uwekezaji katika shamba la mkufi kati ya Machame Nkuu Amcos na mwekezaji Maciara. Baada ya mwanasherika kusoma Wanachama waliazama kuwa bodi lendeleo na utaratibu wa kusaini mkataba huo.

**MHT 03/03/2021-KUBINGA MKUTANO.**

Mhiti aifunga mkutano saa nane na robo mchana kwa sala iliyosomwa na katibu. Aliwashukuru wageni wazaliwa na wajumbe wote kwa mchango yao mizuri ya mawazo na uvumilivu wao na kuwarukia wote safari njema ya kupati mabao.



M/KITI



TAREHE



KATIBU



16/02/2024

MAHURURIO YA KITONGOTI CHA NDORANI SIM

JINA

SAANI

10 TURUSTIYA KAFIALI MUSHI Remy

11 SAUDI OMARI MUSTHI SAUDI

12 SAMUEL EKRAUDI MASAWA SEM

13 ESTER XLEWASI MUYINYA

14 GODFREY ELISA MUSHI

15 BETRACG LOOKEN MUYINYA

16 SHARIFA HASHIMU MUSHI SHARIFA

17 ESTORINI SALIM MUSHI MUYINYA

18 NOEL GASPARD MUSHI

19 EMMANUEL DONALD MUSHI

20 ABDELLA JOHN MUYINYA

21 FREDRIK KURDAUFOMASSAWA

22 ANNA TEGEMER MUSHI

23 ANANSIA ELIAS MUSHI

24 AGNES PETRO MUYINYA

25 SOLOMONI YOHANA MUSHI

26 BURUDIN SAIDI MUSHI

27 ALAN NYK A SHOO

28 JULIET A SHOO

29 RABONI A MUSHI

30 DENISU A MUSHI

31 FRANCE A MUSHI



JINA

SAM

26  
27  
28

REHEMA

SHABANI URASSA ✓

Dunung

Salha H.

Mushi ✓

Samuhi

Edna

O

URASSA ✓

Or



JINA

SANI

1	Tweli Ndumfoo malya ✓	Malya
2	Broderick Shivanishi massaa ✓	Qu.
3	Broderick Ndoyero Kungu ✓	at.
4	Jukka Ndumfoo malya ✓	Malya
5	Simso Rishueta Nlyer ✓	SASA
6	Pamba mityachi massaa ✓	P. Malya E. 4.5 ✓
7	Ehigwato Abantuu. malya ✓	J. Malya
8	Jocsi Itali malya ✓	Malya
9	Jukka Kalyali malya ✓	Malya
10	Danieli Elikim shoo ✓	Malya
11	Alimthyo Banchili Malya ✓	Malya
12	Wilfred Samuli shoo ✓	Malya
13	Eksa Shitiliha Nlyer ✓	Malya
14	Maia Estoni shoo ✓	Malya
15	Aning Ezali massaa ✓	Malya
16	Wenanso Abantuu. malya ✓	Malya
17	Manting Ndumfoo malya ✓	Malya
18	Aning Estoni malya ✓	Malya
19	Abweli Elikim massaa ✓	Malya
20	Eyand Alex Niyenger ✓	Malya
21	Waban Rahali Nlyer ✓	Malya
22	Listar Zambuchi Nlyer ✓	Malya
23	Uthio fowali Nlyer ✓	Malya
24	Shivanishi Paminu massaa ✓	Malya
25	Eveline Ougress Malya ✓	Malya
26	Usia Bonitani shoo ✓	Malya
27	Elegantina Ndumfoo malya ✓	Malya



JINA

SAIM

26 Nsia Ebuwara Nkya ✓

NIA

29 Kouchick Ewusti nborov

~~SHVO~~

30 Benicki Eraki shoo ✓

~~SHVO~~

(21) Jounta Elisali nborov

~~SHVO~~

(22) Aifayo Ehitin shoo ✓

~~SHVO~~

(23) Gabale shing nushi ✓

~~SHVO~~

(24) Jangosi Luwasa Nkya ✓

~~SHVO~~

25 Pita shadi shoo ✓

~~SHVO~~

26 Godlachi Alungasani shoo ✓

~~SHVO~~

27 Uecma Jansi shoo ✓

~~SHVO~~

(28) Wiloback Eraki massamer

~~SHVO~~

(29) Ekia Eshuwali Nkya ✓

~~SHVO~~

(30) Ragya zabathi nborov ✓

~~SHVO~~

(31) Zabachali TITO nkya ✓

~~SHVO~~

(32) Ekouchi winyuali Nkya ✓

~~SHVO~~

(33) Elizabeth Babuli nborov ✓

~~SHVO~~

34 Riacha Isani nushi ✓

~~SHVO~~

(35) Kivulanti zabutho nkya ✓

~~SHVO~~

(36) Mabechi Emlyali massamer

~~SHVO~~

35 Simba Ehisson nkya ✓

~~SHVO~~

36 Na air Eraki shoo ✓

~~SHVO~~

(37) Dawing Rubai shoo ✓

~~SHVO~~

(38) Ehiwisi Wilison shoo ✓

~~SHVO~~

(39) Stairnili Ebuwara shoo ✓

~~SHVO~~

31 Fred Danial shoo

~~SHVO~~

(32) Elizabeth Alwiyu nushi

~~SHVO~~

(33) Raphael Rogith nborov

~~SHVO~~

34 Richard Joshua Nkya

~~SHVO~~

(35) Elime Ehillan massamer

~~SHVO~~

(36) Gaila Eraki shoo

~~SHVO~~

(37) Muv-manuv Ekkie nushi

~~SHVO~~



SHVO

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SHVO

SHVO

SHVO



JINA

SAINI

38	Samueli Joshua Emani Mbari	<del>SB</del>
39	Eliustonia Fumwali Moyo	Embi
40	Fumwali Benjamin Shoo	<del>SB</del>
41	Janji Michael Shoo	J Shoo
42	Elsammi Orwali Shoo	<del>SB</del>
43	Ericha usayi Rungu	C V <del>SB</del>
44	Agikwe Alastoni Mbari	A.A.MURU
45	Uden Aika Shoo	<del>SB</del>
46	Abani Elikana Moyo	NA
47	Evareta Wilisa Shoo	E.W. Shoo
48	Caroline Samoi Moyo	Caroline Moyo
49	John Anthony Shoo	<del>SB</del>
50	Ukwa Mikiyo Mbari	NA
51	Aming Sha huki Moyo	E.C. <del>SB</del>
52	Liliani John Mbari	<del>SB</del>
53	Sinalauwalo Elibetina Mbari	<del>SB</del>
54	Josika Joseph Shoo	E.Ph.
55	Eshimati Philipo Shoo	SB
56	Salome Wathi Shoo	<del>SB</del>
57	Wati Asimbi Maita Moyo	<del>SB</del>
58	Juelia Obani Shoo	<del>SB</del>
59	Richard Paulo Mbari	<del>SB</del>
60	Geelore Nyanji Shoo	<del>SB</del>
61	Donald Dambai Shoo	<del>SB</del>
62	Stella Elini Shoo	<del>SB</del>
63	Rosi Eshimbari Mbari	R.O.ZI
64	Shithanisia Shum Mbari	<del>SB</del>
65	Joseph Agosta Shoo	NA
66	Maguthi Eshimbari Mbari	<del>SB</del>
67	Emanu Mbari Mbari	<del>SB</del>



KITONGOTI CHA (KILIMANTJARO)

JINA

SAIMI

38	Emueli Joshua Emueli Mbari	<del>Emueli</del>
39	Ehintonia Fumwali Ranga	Ewsi
40	Fumwali Benjamin Shoo	<del>Shoo</del>
41	Jambi Aliberal Shoo	J-shoo
42	Eelaniwa Oueli Shoo	Oosip
43	Cristina usayi Ranga	C Vassallo
44	Agikwa Alshucani Mbari	NAMUNO
45	Uchani Aitha Shoo	<del>Shoo</del>
46	Aluni Elikwani Mbari	NA
47	Evareta Wilisai Shoo	Ew Shoo
48	Caroline Samani Mbari	Caroline Mbari
49	John Andrew Shoo	JA
50	Ukwa Alitip Mbari	N/A
51	Aining Elikwani Mbari	EIK
52	Lilian John Mbari	LILIAN
53	Sinclair Elikwani Mbari	Sinclair
54	Josilla Joseph Shoo	Joo
55	Josilla Joseph Shoo	E. Ph.
56	Estimati Philepo Shoo	SD
57	Salome Bweli Shoo	<del>Shoo</del>
58	Wali Acinti Mbari	WALI
59	Juella Ombi Shoo	<del>Shoo</del>
60	Richard Paulo Mbari	<del>Shoo</del>
61	Geoffrey Nyonyi Shoo	Ge
62	Donald Douglas Shoo	De
63	Stella Elina Shoo	ROZI
64	Roni Elikwani Mbari	
65	Shirazina Shoo	Sh.
66	Joseph Agosti Shoo	NA
67	Magathi Edmund Shoo	
68	Epwanti Mbari Shoo	<del>Shoo</del>





TINA

SAYNI

- 59 Robia Baraka Nkya
- 60 Rose Paulo Nkya
- 61 Fagha Aseri Kwekwe
- 62 Angasen Robath Nkya
- 63 Bukari Abidi Nkya
- 64 Emili Sipaeli Swai
- 65 Aginc Shendrak Nkya
- 66 Mariam Onaukwa Swai
- 67 GAUDENCIO P. MDOZI
- 68 Lilean Taphet Swai

- ~~60~~
- NKYA
- 61
- 62
- 63
- 64
- 65
- 66
- 67
- 68



MARUDHURLO KITONGATI CHA REMBU

JINA	SINI
1 ANNA M. LEMBA ✓	<del>_____</del>
2 ESTER. P. YORISSA ✓	<del>_____</del>
3 GODFREY M. NYAU ✓	<del>_____</del>
4 BERNARD G. KWEEKI ✓	<del>_____</del>
5 ONESMO E. MASSAVE ✓	CEMADAWO
6 BRIGITON P. KWEEKI ✓	<del>_____</del>
7 MBOBA S. URESA ✓	<del>_____</del>
8 PAUL A. URASSA ✓	<del>_____</del>
9 ASIFINE O. URASSA ✓	Adrasa
10 CHRISTOPHER O. URASSA ✓	<del>_____</del>
<del>11 RUTH P. URESA</del>	<del>_____</del>
11 LOUEN M. LEMBA ✓	<del>_____</del>
12 PAUL M. NYAU ✓	<del>_____</del>
13 LINDRO M. NYAU ✓	<del>_____</del>
14 ANDREA M. NYAU ✓	<del>_____</del>
15 WILLY Z. KWEEKI ✓	<del>_____</del>
16 ERASTO K. MBOWE ✓	<del>_____</del>
17 LOVELY G. KWEEKI ✓	<del>_____</del>
18 ASHUKUWE S. NYAU ✓	<del>_____</del>
19 MDEN O. URASSA ✓	<del>_____</del>
20 NYASHIKA B. MBOWE ✓	<del>_____</del>
21 RICHARD A. URASSA ✓	<del>_____</del>
22 <del>ALINALE RICHARD NYAU</del>	<del>_____</del>
23 <del>TEROUASIMAO JUDIKI KWEEKI</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>
24 <del>_____</del> FRASC MBOWE ✓	<del>_____</del>
<del>_____</del>	<del>_____</del>



G. F. MUSAHA

**MACHAME NIUJI AMCOS LTD. KLR-2933.**

**MKUTANO MKUJI UWEKEZAJI MACIARO TAREHE 03/03/2021.**

**WALIOHUCHURIA.**

1. ABRAHAMU SHOO—Mwanachuli

2. ERNEST NGDWA —mumba.

3. YUSUPH NKYA

4. ANDREA NIAU

5. NEEMA G. NKYA

**WASHUDUMU.**

1. Walter, M. Shoo—Katibu.

2. Catherine Urusa—X/Msadiri

**WAGENI WAALIRWA.**

1. John Hanjwele—Mrajisi Msaidizi Nkuu (Kilimanjaro)

2. Gabriel W. Sasi—Mwanasherika wa chania

3. Austin Makani—Meneja wa Uwekezaji: Locken Mwangi-M/Kiti Nkuu Sindi.

4. Twala Malya — M/Kiti Nkuu ndoo.

5. Locken Mwangi—M/Kit Nkuu Sindi.

**AGENDA.**

1. Ufunguzi.

2. Kusoma na kuthibitisha muhtasari wa Mkutano Mkuu 16/02/2021

3. Kusomwa rasimu ya Mkataba wa Uwekezaji Maciara.

4. Dufunga mkutano.

Jumla ya waliohudhuria ni 1.Nkui Ndogo.

2.Nkui Sindi

**MHT 01/03/021-LIFUNGUZI**

Mkutano ulifunguliwa saa 4.25 asubuhi kwa sala iliyosomwa na katibu wa kiji kisha mwenyekiti wa kiji alimkaribisha Mwenyekiti wa chama cha Machame Nkui Amcos kisha mwenyekiti wa chama cha ushirika Machame Nkui Amcos aliwakaribisha wanachama /wananchi kwenye mkutano huo. Mwenyekiti wa Chama Alimkaribisha Mraji Maudzi Mkoa wa Kilimanjaro kuwasalimta Wanachama. Mraji Maudzi alipongeza bodi kwa kazi nzuri waliyofanya ambayo imesaa matunda mazuri yaliyocababisha tawima ya mkataba kusomewa kwa wanachama/Wananchi.

**MHT 02/03/021.KUSOMEWA NA KUTHIBITISHA MUHTASARI WA MKUTANO MKUU 16/02/21**

Mwenyekiti wa Chama cha Machame Nkui Amcos alimkaribisha katibu wa chama kucoma Muhtasari wa mkutano mkuu wa wanachama wa tarhe 16/02/2021. Katibu alisoma muhtasari huo ambapo wanachama waliatimbia kumwekaza mwekezaji Macjaro katika shamba la Mkufi katika maeneo mawili yaani eneo ambalo atahma migomba kwa miaka mitano na eneo ambalo atali ma karanga ngumu ama ya makadimila kwa mwaka ishirini na tano akilipia kodi ya pang'o Dola za kimarekani mia moja hamani kwa kila ekari moja kwa mwaka huku litjanda dola mbili kila mwaka. Mwekezaji huyo atakuwa akichangia maendeleo ya jamii kwa kila mwaka shilingi milioni ita na laki tano kila mwaka. Baada ya katibu kutoma mkutano huo Mwenyekiti wa chama aliwauliza wanachama kama mkutano huo ni wa kwao kwa pamoja wanachama waliatimbia kuwa mkutano huo ni wa kwao.

**MHT 03/03/021 KUSOMEWA RASIMU YA MKATABA WA UWEKEZAJI MACJARO**

Mwenyekiti wa chama alimkaribisha Mwanasheru wa chama kuwasomesa wanachama/Wananchi Mkataba wa mwekezaji katika shamba la mkufi kati ya Machame Nkui Amcos na mwekezaji Macjaro. Baada ya mwanasheru kusoma Wanachama waliatimbia kuwa bodi iendelee na utaratibu wa kusaini mkataba huo.

**MHT 03/02/2021-KUFUNGA MKUTANO.**

Mkati alifunga mkutano saa nane na robo michama kwa sala iliyosomwa na katibu. Aliwachukua wageni waliokuwa na wujumbe wote kwa michango yao mizuri ya mawazo na uvumilivu wao na kuwatatia wote safari njema ya kurudi makwao.



IBRAHIM E. SHOO

MWENYEKITI



WALTER MAFRO SHOO

KATIBU

TAREHE: 03/03/2021

MUHURI WA CHANIA

JINA	SAINI
1. JEROME FRANK MUSAHI ✓	Jeyaj's
2. Dorothea Jublato MSAWA ✓	Dorothea
3. JENIFA EUPHORA MURU ✓	Muru
4. Titiko Paula MURU ✓	Muru
5. Justine Jeanne MUSAHI ✓	Justine
<del>6. Victor Eugene SHOO ✓</del>	<del>Victor</del>
7. CALVIN NICHAM MURU ✓	Calvin
8. YUNUSU SAID NKYA ✓	Yunusu
9. Yusufu Kaimanya ✓	Yusufu
10. Nderi Godfrey MUSAHI ✓	Nderi
11. HEORION C. MWANSA ✓	Heorion
12. ELISABETH O. MURU ✓	Elisabeth
13. FREDERICK ASANDA MURU ✓	Frederick
14. SITA J. NKYA ✓	Sita
15. WITNESS MICHAEL KIRAPO ✓	Michael
16. ZABIAN I SHARI ✓	Zabian
17. RAYMOR ✓	Raymor
18. Abdul. Sai NKYA ✓	Abdul Sai
19. Joseph Sariaeli MUYA ✓	Joseph
20. SANDIGA ✓	Sandiga
21. ERASMO X. MURU ✓	Erasmus



JINA

SALMI

1) ELIAS ALBERT NAYAN	
2) ABUBAKARI SAMU MLOJE	Kim
3) Juma RUMUWANI SHOO ✓	JOM
4) SAZWA IDRISA MLOYA	NKUYU
5) AMINA ABDI MLOYA	HA
6) JOFRY FILDO SHOO ✓	PE
7) NEEMA JOEL NKURWA	PE
8) JWAHIMUSWA ✓	PE
9) PEMINKUSHAWEL MURU	LOTH
10) LOTI KRISTOFA SHOO	
11) SALOME ELIGSHINGO SHOO ✓	
12) NGAYATUG YESE SHOO ✓	
13) BENTONAI JUSING MLOYA ✓	Aduna
14) LUKE ANIDIAS MIERISA ✓	Aduna
15) FRENIC JARI SHOO ✓	- Ed
16) FATIUMA ABIDHA KONGJE ✓	- Ed
17) BARUKI ANUMUPU SHOO ✓	- Ed
18) GHA HERICKI RUMUWANI SHOO ✓	- Ed
19) FRENIC GUSHIFAYA TZUO ✓	- Ed
20) WILBANDY ANMELI MLOYA ✓	- Ed
21) PACHY ZEBURWA SHOO ✓	- Ed
22) ELINISA ABMEI SHOO ✓	- Ed
23) JUBUKA ANMELI KUMUWA ✓	- Ed
24) ZUBUKA ANMELI SHOO ✓	- Ed





MAHUBHWAIO YA KITONGOTI CHA KIMBUSHI SINDE

JINA	SAINI
1 Charles w. Crossa ✓	<del>Charles</del>
2 Ashaka John E. Ulotu ✓	gushe
3 Ashaka John Ulotu ✓	<del>John</del>
4 Yohane Israel Shoo ✓	Israel
5 Ashaka John Swai ✓	<del>John</del>
6 Elikira Eliona Swai ✓	Eliona
7 Abassaj Bettuel Shoo ✓	<del>Abassaj</del>
8 Rogathe Andrea Shoo ✓	Rogathe
9 Jublathe Elishia Ulotu ✓	<del>Jublathe</del>
10 Ruth Shifayo Swai ✓	RUTH
11 Emmanuel Raphael Mungu ✓	Emmanuel
12 Looken Nemiah Shoo ✓	<del>Looken</del>
13 Naiman Chrearch Muro ✓	Naiman
14 Angiki Aseri Swai ✓	<del>Angiki</del>
15 <del>Mr</del> Ombeni Stahinil Urasa ✓	<del>Ombeni</del>
16 Kaaneny Rogathe Hkya ✓	Kaan
17 Salome Rogathe Hkya ✓	Salome
18 Shiparose Jublathe Ulotu ✓	<del>Shiparose</del>
19 Reminiscere Inhyaeli Swai ✓	<del>Reminiscere</del>
20 Humsifa Shedrack Mushi ✓	<del>Humsifa</del>
21 James Angam Swai ✓	James
22 Judicathe Luka Shoo ✓	<del>Judicathe</del>
23 Kusiria Zabori Shoo ✓	<del>Kusiria</del>
24 Victoria Elisha Swai ✓	<del>Victoria</del>
25 Mr Elia Elia ✓	<del>Mr Elia</del>



JINA

SAINI

53. Irene R Sthoo  
 54. LAURENCE SURET Sthoo  
 55. ENE ANHANGBOY Sthoo

~~56~~  
~~57~~  
~~58~~



JINA	SAINI
23 Grass Isaac Shoo ✓	a
24 Osofi Adoni Mrosor ✓	<del>Shoo</del>
25 Dafusa Immanuel Lema ✓	<del>Shoo</del>
26 Christina James Shoo ✓	Chii
27 Godwin Aldusinde Shoo ✓	God Wala
28 Denis Adebimbi Lema ✓	<del>Shoo</del>
29 Cotichay Kundalli Lema ✓	Shoo
30 Rodina Justin Lema ✓	Shoo
31 WITNESS EZEKIEL LEMA ✓	<del>Shoo</del>
32 Anna Joseph Lema ✓	Shoo
33 Ehinani Shikyaal Shoo ✓	Shoo
34 Jubithe Young Swai ✓	Shoo
35 Anna Shitaraal Mbonika	Shoo
36 Charles Idunwal Lema ✓	Shoo
37 Anamun Martin Shoo	Shoo
38 Jason Sh. Rishorolu Lema ✓	



JINA

26 Gift Shivambika Shoo ✓

27 Humphrey Shivamel Shoo ✓

SAINI

~~Shoo~~

A. D. Shoo



JINA

CHAI

11. Klibeki Kipal Lema Shari = 150.

12. Benson M. Shoo Shoo

13. Estar. Onasa Lema

14. Eshimuni R. Lema Lema

15. Oshoson Martin Shoo Shoo

16. Vaillet Kinyay + Shoo Shoo

17. Joseph Penid Shoo Shoo

18. ~~Isaac~~ Israel Luina Shoo Shoo

19. Onesimo Agustino Shoo O. Hala

20. Tain Saidi Musli Musli

21. Godson Agustino Hala Hala

22. Adeline Barthimayo Shoo Shoo

23. Regina Gathule Shoo Shoo

24. Coroline Isaac Shoo Shoo

25. Noreh Benson Shoo Shoo

26. Tum cifu Shikamunde Lema Shoo

27. Linda Atumani Mbonika Shoo

28. Sauri Nicodemus Lema Shoo

29. Benjamin Marco Lema Shoo

30. Rose Onasiniba Hala Shoo

31. Lila Sumastuma Lema Shoo

32. Talia Muzinda Lema Shoo



MACHAME NIKU/AMCOS LTD. H/E-2533

MKUTANO MKUJI MALUMU ULIOFANYIKA TAREHE 28/01/2019.

WALIOHUCHURIA

1. Issa, W. Shoo - Mwenyekiti.

2. Simon K. Shoo - M/M/Kai.

3. Alex. O. Shoo - mjumbe.

4. Noel, J. Lemu - "

5. Inaitai J. Mwalil - "

6. William, A. Shoo - "

7. Apoll K. Urusa - mjumbe nja ya bodi.

WAHUDUJISI

1. Walter, M. Shoo - Katibu.

2. Remaniary, J. Sawa - Kukuboa aliroi.

WAGENI WAALIKWA

1. Danieli Sandewa - Afisa ushirika (W) Hai.

2. Joel Marandu - "

3. Engaleberth Kalekano - mwanacheme (W) Hai.

4. James Powel - Mwekezaji Macjara.

AGENDA

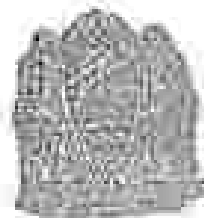
1. Ufunguzi

2. Uwekezaji katiika shamba la Mkuji

3. Kufunga mkutano.

MHT 01/01/019 UFUNGUZI

Mkutano ulifunguliwa saa 9.14 asubuhi kwa sala hifadhiwa na katibu kisha mwenyekiti wa chama aliwakaribisha wajumbe wa mkutano kwenye mkutano huo kisha kumkaribisha Afisa ushirika kuongoza uchaguzi wa Mwenyekiti wa Mkutano. Wanachama walimchagua Ndugu Jacob Mahya kuwa Mwenyekiti wa mkutano huo.



THE UNITED REPUBLIC OF TANZANIA

Certificate of Registration

No. 2933

I, NEREI ALBERT KYARA hereby certify that MACHAME NKDU AGRICULTURAL AND MARKETING Co-operative Society Limited; is this day registered under the provisions of Section 34 of the Co-operative Societies Act No. 6 of 1913.

This Certificate is issued subject to the following specific conditions:

- Amendment of By Laws; and Replacement of Registration Certificate.

Given under my hand this 31st day of AUGUST 1983

N. A. KYARA

Assistant Registrar of Co-operative Societies



WATER OFFICE

2

The Water Ordinance, 1959  
(Section 16)

Final Grant of a Water Right

No. 3017

District: **Ida**

Zone: **1001**

Water Region: **Kilimanjaro**

1. Name of Grantee: **Kilimanjaro, Mchinge - South Coops Society,**

2. Address: **P.O. S.A.C.U. P.O. Box 1002, Moshi.**

3. Particulars of Water Right: To abstract <sup>30.15 M<sup>3</sup></sup> 30.15 cumecs of water daily by siphon from **Kago Mwa River** for all purposes on **Farms Nos. 550 and 551 District, District of Mchinge, Ida District.**

4. Works: **Installing 4" Intake, and Farm #0-57**

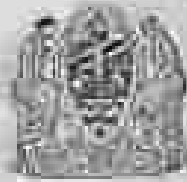


5. Conditions of Water Right:

~~1. This water right is granted subject to the provisions of the Water Ordinance and its Special Terms and Conditions specified overleaf. The grantee shall construct and maintain any necessary works to the satisfaction of the Water Development and Irrigation Division, and shall make any other works required from the Ministry of Agriculture, Water Development and Irrigation Division in the enjoyment of this grant, and shall install and device, as may be required for the control and measurement of the water allowed.~~  
This Grant is made - appurtenant to the land held under **Farms Nos. 550 and 551 of the District.**

4. This Water Right is granted subject to the provisions of the Water Ordinance and its Special Terms and Conditions specified overleaf. The grantee shall construct and maintain any necessary works to the satisfaction of the Water Development and Irrigation Division, and shall make any other works required from the Ministry of Agriculture, Water Development and Irrigation Division in the enjoyment of this grant, and shall install and device, as may be required for the control and measurement of the water allowed.

TANZANIA



Certificate of Incorporation

Section 15

No 139482

I HEREBY CERTIFY THAT

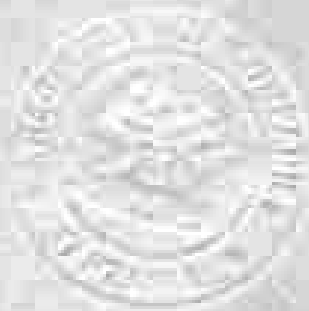
**MACJARO LIMITED**


is this day incorporated under the Companies  
Act, 2002 and that the Company is Limited.

Given under my hand at Dar es salaam

this 21ST day of NOVEMBER

TWO THOUSAND AND SEVENTEEN.



  
Registrar of Companies

# Macjaro Limited



## Mkufi Estates Development Plan

*This Development Plan has been compiled by JAMES POTRELL and is provided solely for the consideration of the Board members of Macjaro (Pty) Limited.*

## **TOTAL PLANTINGS:**

Gross area for production: 120 acres.

## **Implementation plan:**

Below is the intended establishment schedule. Due to various reasons including market requirement and climatic conditions, this might not be followed exactly. By the end of 2021, we expect to have fully planted the whole 120 acres with Macadamia and banana. The crops will be interplanted.

After approximately 5 years the banana will be removed and the macadamia will stand alone.

## **Environmental Planning.**

The land is gently sloping towards the south west. The western boundary is demarcated by the Kikavu River which travels through a very deep gorge.

Historically the farm has been used for seasonal cropping and some horticulture. The land is clear of any substantial vegetation except the top north East corner which is populated by grevillea trees.

On the whole the condition of the farm is good although continuous monocropping and irrigation using the flood system has resulted in soil erosion.

As per the implementation plan the Lessor intends to plant long term plantation crops including macadamia and banana and these will be irrigated using the microsprinkler system.

The farm will be laid out using the ridges as roads and placing contour ridges as the slope requires. The contour ridges will be alternately planted with vetiver grass which will help prevent erosion. Trees will be strategically planted as wind breaks.

## Environmental Risk Assessment

CONTROL POINT	ACTIVITY	HAZARD	RISK			CONTROL	CORRECTIVE ACTION PLAN	Responsible
			Low	Med	High			
Chemicals & Fertilizers	Spraying and fertilizing	Poisons and chemicals	✓			Only use registered chemicals as per TPA and fertilizers as per law	Farm Manager to ensure all chemicals are registered on the specific plants; all recommended rates are being followed; chemicals are not expired; spraying equipment is calibrated correctly; sprayers are trained regularly	Farm Manager
Soil erosion	Wind and rain	Soil erosion and loss of soil and fertility	✓			Plant to deposit the trees in environmentally suitable locations	Use contour system to reduce runoff and resulting gully formation	Farm Manager
Wind Erosion	Wind	Loss of soil in the form of dust	✓			Plant trees. As wind breaks	Farm Manager to plant wind breaks	Farm Manager
Irrigation	Flood irrigation	Erosion	✓			Irrigation lay out	As soon as possible invest in an irrigation system that is not consumptive in water and does not cause erosion	Farm Manager
Litter	Littering	Pollution	✓			Control of disposal of plastics	Supply litter bins and provide education	Farm Manager

## Infrastructure Development

The implementation program of the infrastructure development will depend on access to capital. However, the program will include:

120 acres irrigation system (Micro sprinkler) pressurized by 60hp pump  
1 x earth and lined reservoir  
1 x 150 KVA transformer  
1 x 50 KVA transformer  
2 x boreholes with reservoir and booster pump  
Stores and outbuildings

#### **Costings to infrastructure development**

- Land planning and equipment hire \$ 50,000.00
- 120 acs in field irrigation @ \$2,500/ha = \$300,000.00
- 60 hp pump = \$ 35,000.00
- 1 pcs x 150kva transformer \$15,000.00
- 1 pcs x 50kva transformer \$10,000.00
- 3 phase main line (Total 1.5km) \$ 11,000.00
- 1 pcs x lined reservoir \$ 70,000
- 2 pcs boreholes plus pump rising main & electrics (60mts) \$54,000.00
- Buildings including office, input stores, product storage, macadamia drying facilities, grading hall \$150,000.00
- Nurseries and propagation \$10,000.00
- Seedlings \$ 100,000.00
- **TOTAL \$ 805,000.00**

We expect the irrigation infrastructure to be complete in 2021. The buildings and Macadamia infrastructure will be constructed in stages but we expect all infrastructure development to be complete by 2025.

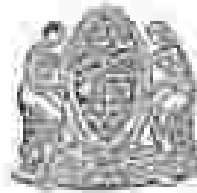
#### **Conclusion**

This development plan should not purely be considering the development of Mkuffi Estate but also the development of the local communities. All of the

above mention crops can be planted by the small-scale sector and it is the intention of the company to use Mkuji Estate as the commercial base for their production and, once markets are assured, to establish out-grower schemes. It is also the intention of the company, when there is sufficient macadamia production, to invest in agro-processing and to sell the finished products which include kernel and oils.

**END OF DEVELOPMENT PLAN.**

## The Land Registration Ordinance (Cap. 384)



RIGHT OF OCCUPANCY  
**CERTIFICATE OF TITLE TO GOVERNMENT-  
 LEASEHOLD LAND**

*Ass. Registrar of Titles*

This is to certify that leasehold land hereinafter described is registered in the Land Registry under Title No. 16745

Details of the land and any other entries in the register are within.

Dated the Fourteenth day of April 1997



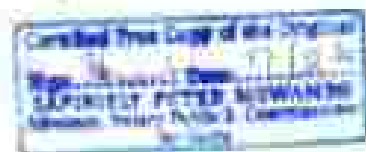
*Qualifera*  
 Ass. Registrar of Titles

Title No. 16745

Description of registered land:

ALL THAT piece or parcel of land situate astride Mochi - Arusha road, in the District of Kilimanjaro, containing approximately one thousand four hundred and ninety (1490) acres or thereabouts, being part of Farms Nos. 250 & 251, parts of S.P. Lot Nos. 500 (a) and (b), as delineated and edged in red on the plan annexed hereto.

A/KILIM/R/4230



ENTRIES IN THE REGISTER  
TITLE No. 16745

GOVERNMENT LEASEHOLD

CHANGE OF OWNERSHIP  
SECTION 71.

Registered 12.10  
14.4.67 at Dm

No. 2564 Registered 15.10.82 at Dm

TO MONGARDI & ALRA ANHSOOG

TO THE TREASURY REGISTRAR

Administrators of the estate of  
Mongardi, deceased.

of P.O. Box 911,

of value £.940,000/-

DAR-ES-SALAM

*[Signature]*  
Asst. Registrar of Titles

*[Signature]*  
Asst. Registrar of Titles

MORTGAGE

SURRENDER (PT)  
743 ACRES

251 Registered 23.1.69 at Dm

No. 3285 Registered 28.3.84 at Dm

THE NATIONAL BANK OF COMMERCE

TO HIS EXCELLENCY THE  
PRESIDENT

Secure an unspecified amount

3-4-71 at 100

*[Signature]*  
Asst. Registrar of Titles

*[Signature]*  
Asst. Registrar of Titles

NOTICE OF DEPOSIT

CERTIFIED TRUE COPY

27228 Registered 13.4.71 at Dm

*[Signature]*  
Asst. Registrar of Titles

BY CASAGRANDE GARAGE  
LIMITED.

Date 15-1-80

*[Signature]*  
Asst. Registrar of Titles

To Stamp Duty 50/-

and Stamp 3200/-

*[Signature]*  
Asst. Registrar of Titles

MEMORANDUM



Registered at Dm

No. Registered at Dm

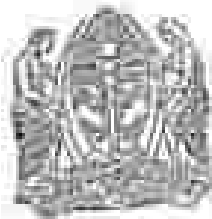
The original Certificate of  
Title has been lost and a  
New Certificate of Title under  
No. 35 has been issued in  
its place.

To



TANGALITKA

The Land Registration Ordinance (Cap. 274 of the Laws)



RIGHT OF OCCUPANCY

CERTIFICATE OF TITLE TO ~~XXXXXXXXXXXXXX~~  
ISSUED UNDER SECTION 39

This is to certify that the ~~appended~~ <sup>certified true copy of</sup> Certificate of Occupancy dated

the 7. JUNE 1967 day of April 1967

is registered in the Land Registry under Title No. 10/72

Copies of the subsisting entries in the register are within.

Dated the Nineteenth day of January 1972



*[Signature]*  
Senior Asst. Registrar of Titles

Title No. 16745 Description of registered land.

ALL THAT piece or parcel of land situate at/vice Masai -  
Amuba road, in the District of Kilimanjaro, containing  
approximately one thousand four hundred and ninety (1,490)  
sares or thereabouts being part of P.O. Nos. (A) and (B)  
parts of E.P. 107 Nos. 744(a) and (b), as delineated and  
raged in red on the copy of the plan annexed hereto.  
LES 748 ACRES 16 PER. FD. 3285.

*[Signature]*  
Senior Asst. Registrar of Titles

S. 250 & 251 (Part of)  
 Johnson District

2735

115 11  
 2076

115 11  
 2076

2740

2740

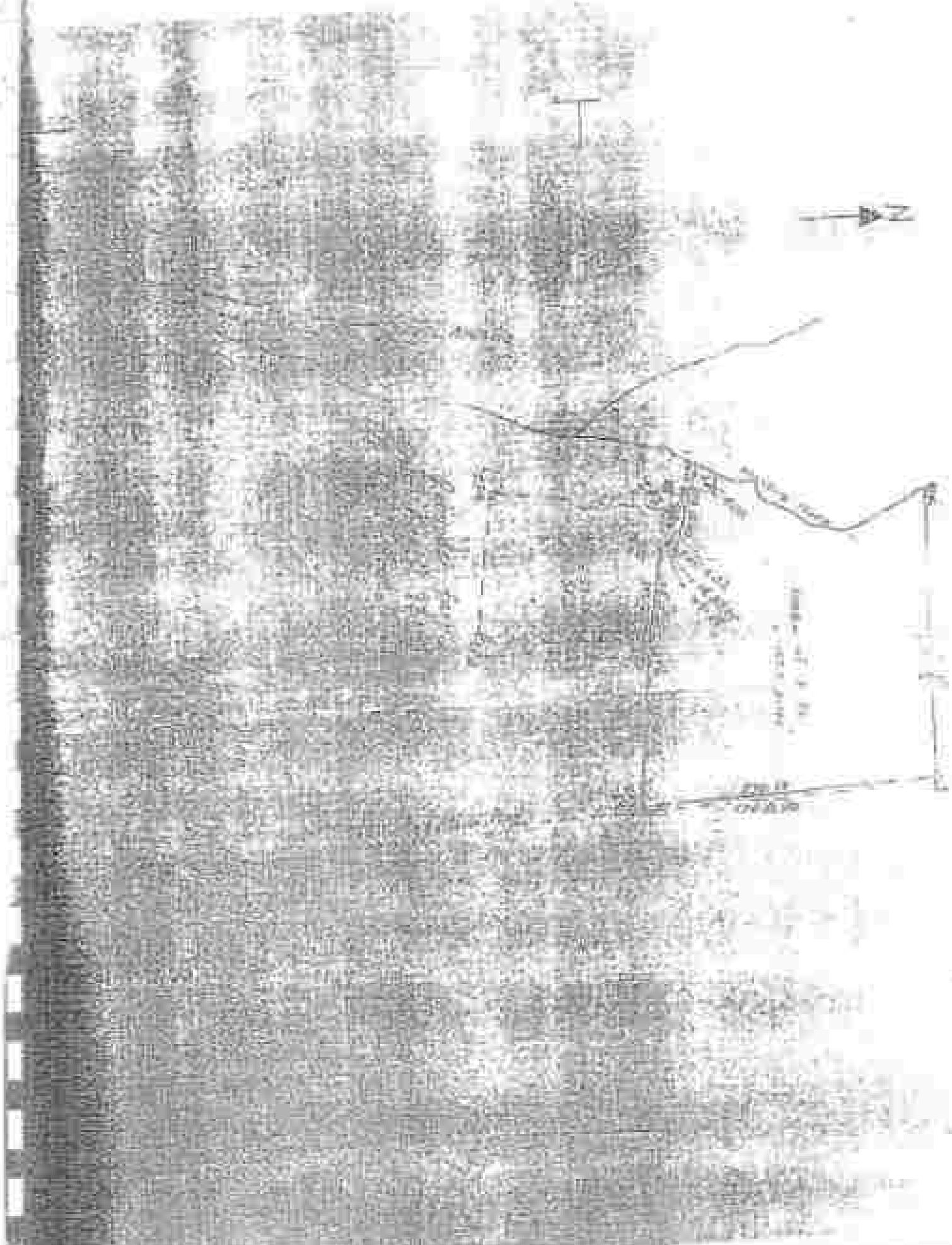
Area of 1000 Acres  
 less 100 Acres = 900 Acres  
 1000 Acres = 1000 Acres

2740  
 1000 Acres

2740

CLASS	ACRES	AMOUNT
C-1	1000	1000
C-2	1000	1000
C-3	1000	1000
C-4	1000	1000

Contains True Copy of the  
 Original Map  
 DATED 1915  
 APPROVED BY THE COMMISSIONER  
 OF THE LAND OFFICE

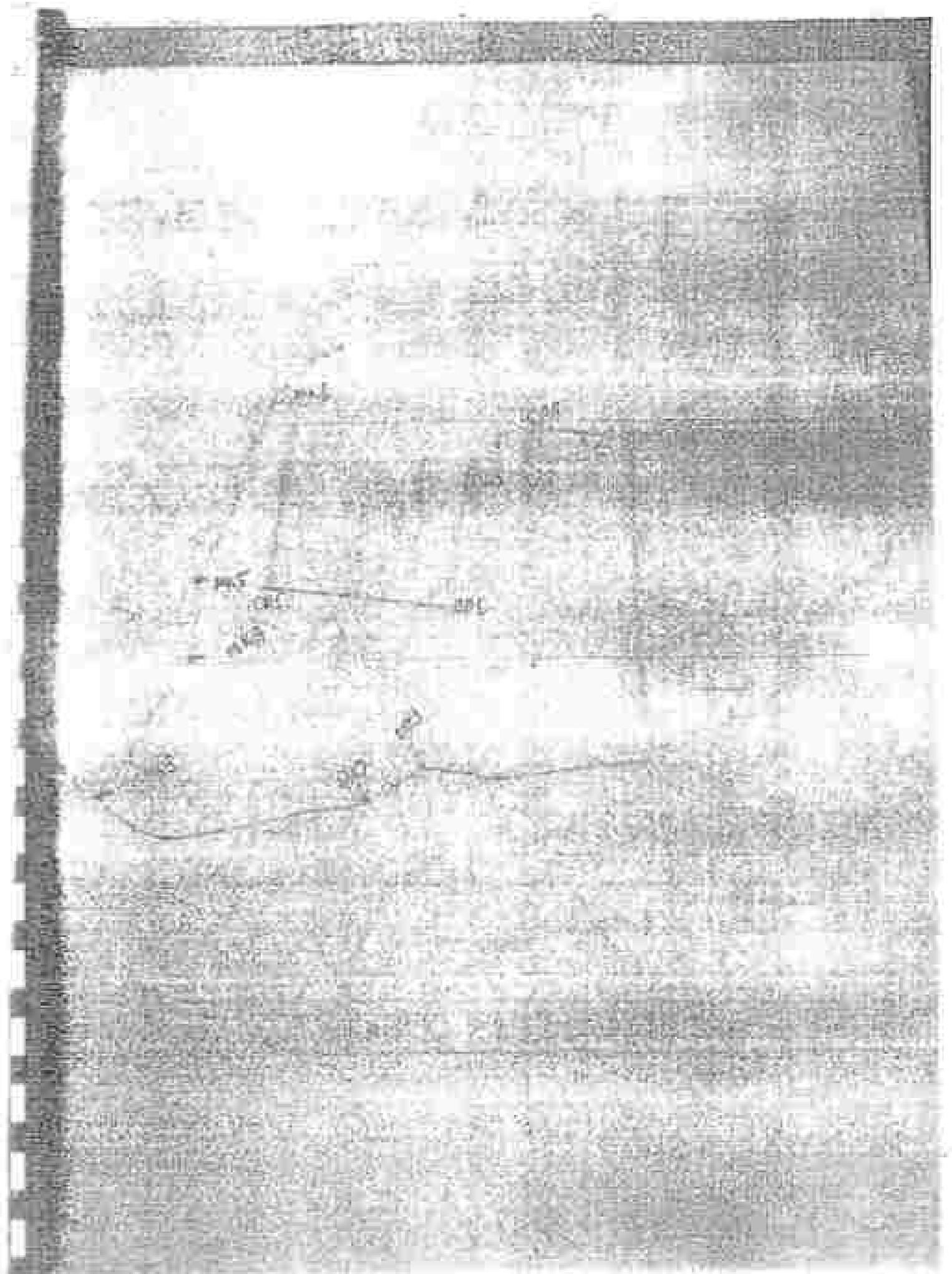


# KILIMANJARO DISTRICT



UNIVERSITY OF DAR ES SALAAM  
LIBRARY

Map of Kilimanjaro District, 1900  
Scale 1:50,000  
Published by the Government of Tanganyika  
Dar es Salaam, 1960



United Fruit Corp. of U.S.A.  
 No. 100, 1000  
 SALVADOR, EL SALVADOR  
 (Map of El Salvador)

POINT	DEGREES SOUTH	DEGREES EAST
GR 51	3° 18' 29.83"	37° 13' 59.47"
RG 48	3° 18' 04.27"	37° 14' 00.16"
F 207	3° 18' 06.71"	37° 13' 44.10"
MX 1	3° 18' 07.09"	37° 13' 39.66"
MX 2	3° 18' 11.84"	37° 13' 37.19"
MX 3	3° 18' 10.07"	37° 13' 40.36"
MX 4	3° 18' 53.26"	37° 13' 17.08"
MX 5	3° 18' 43.04"	37° 13' 20.58"
MX 6	3° 18' 24.68"	37° 13' 25.28"
CP 1	3° 18' 25.90"	37° 13' 28.62"
CP 4	3° 18' 43.62"	37° 13' 25.76"
CP 6	3° 18' 46.08"	37° 13' 45.78"
CP 7	3° 18' 31.64"	37° 13' 46.04"
CP 8	3° 18' 34.02"	37° 13' 30.57"
CP 9	3° 18' 28.63"	37° 13' 51.12"

Licensed to: [Name]  
 [Address]  
 [City, State, Zip]  
 [Phone Number]  
 [Email Address]