



The Aga Khan University

License to Occupy

LICENSOR: **The Aga Khan University**, a University accredited by Tanzania Commission for Universities through Registration No. CR 1/038 in The United Republic of Tanzania and having its registered office at Engaremtoni ya Chini, Arusha, Postal Box 499 Arusha (hereinafter referred to as "AKU", which expression shall wherever the context so permits include its successors and assigns), (hereinafter referred to as "the Licensor" which expression shall include its successors and assignees in title);

LICENSEE: **Western Seed Co. Ltd** a limited liability Company incorporated in Tanzania under the Companies Act Chapter 212 of the laws of Tanzania and having its registered office in Arusha of Postal Office Box Number 738 Arusha, Tanzania (hereinafter referred to as "the Licensee" which expression shall include its successors and assignees in title):

Hereinafter individually and together referred to as "Party" and or "Parties"

Date: 30th December 2021

Whereas:

- A. The Licensor is a lessee of The Aga Khan Foundation (AKF) over AKF's land situated in Ngaramtoni ya Chini in Aru-Meru district (farm numbers 186/2/4 and 186/2/3,) hereinafter "Parcel of Land" through a Lease Agreement dated 30th December 2021 between the Licensor and AKF.
- B. The Licensor agrees to allow the Licensee to occupy, for a determined period, the premises for seed processing and seed storage and be a partner in improving the livelihood of the people in the community.
- C. The Licensee is a company that produces and develops hybrid seed maize.

NOW THEREFORE, the Licensor and Licensee have agreed that this License for the Premises and Parcel of Land and development thereupon shall be subject to the following terms and conditions;

1. The Licensee shall occupy a part of the Parcel of Land shown consisting of approximately 100 acres for producing and developing Hybrid Seed Maize for a period of 3 years (three) commencing on January 3rd 2022 and ending on December 31st 2024. ("the License Period"). The Licensee may be entitled to a renewal or extension of the License for an additional 3 years

- based on further negotiations between the parties at the time. The Licensor will permit the Licensee to use the access routes to the Licensed Areas for the purpose of developing dry land farming as specified in this License.
2. The Licensee acknowledges that this License cannot in any way be deemed to be the granting of a tenancy for the purposes of the Land Act 1999 and that the License is personal to the Licensee and that the Licensee shall not part with nor share occupation of the Licensed Area or any part thereof with any other party without express permission of the Licensor.
 3. The Licensee shall use the Licensed Areas solely for the purpose of developing and producing hybrid seed maize for the specific and sole purpose of assessing the suitability of the land for the cultivation of hybrid seed maize crops. The Licensee undertakes to carry out that work in accordance with good and ecologically sustainable farming practices which will inform future activities by replacing traditional commercial farming practices. The Licensee will continue crop production using conservation agriculture practices to keep the farm soil covered and green as much as possible throughout the year. The goal is to continue building soil carbon and resilience of the farm under future climate changes. The Licensee will not carry out any unlawful activity or any other activity which may cause a nuisance, annoyance, or security risk to the Licensor or any adjoining owner or occupier and it will not do anything which may vitiate the insurance policy on the Licensed Areas.
 4. Due to the high levels of bush regrowth in certain areas of the land, the Licensee will use controlled fire burning to reduce down the vegetation on the field before harrowing. The Licensor will inform the local village executive including Garda World (T) Ltd, (Licensor's security provider) at least two (2) days in advance before the start of any fire burning.
 5. The Licensee shall not make any alterations to or construct any structures on the Licensed Areas, except those temporary structures needed for the development of the crops provided that plans of such temporary structures are shared in advance with the Licensor. The Licensee agrees to remove all such structures on the conclusion of the period and bear all costs (if any) for such removal as well as leave the Licensed Areas in a clean state. The Licensee shall be directly responsible for the payment of all utilities including electricity, water and gas.
 6. The Licensee shall comply with all reasonable regulations and conditions that the Licensor may impose relating to the use of the Licensed Areas, and also agrees to comply with all regulations and conditions (if any) imposed by the Licensor's insurance company relating thereto.
 7. The Licensee shall not store anything or leave any rubbish or any other items whatsoever outside the Licensed Areas and within the Licensor's property. The Licensee further agrees to make good any damage to the Licensed Areas caused by the gross negligence of the Licensee, its employees or visitors.
 8. The Licensee agrees to permit the Licensor or its agents to enter the Licensed Areas at all reasonable hours for the purpose of viewing the state of the Licensed Areas, provided that the Licensee shall be given reasonable notice.
 9. The Licensor agrees to allow the Licensee to occupy, for a determined period, the Parcel of Land of approximately 65ha to continue with the Use of Centre Pivot for irrigation at the Two Rivers Farm.
 10. The Licensor agrees to provide the factory space and warehouse facility to WSC for seed processing plant and packaging of the Hybrid seed maize.
 11. This License may be terminated by the Licensor or the Licensee prior to the end of the License Period by giving not less than 10 days' notice in writing provided this does not affect the crops in

- the field at the time. The Licensee agrees that the termination notice will be effective as soon as the crops are harvested by the Licensee.
12. In the event that the Licensee breaches any of the terms and conditions herein, the Licensor may terminate this License immediately without prejudice to the right of the Licensor to make any claims for compensation for any matters arising from the Licensee's breach(es). Licensee will pay the Licensor the prorated amount based on the annual minimum commitment as stated in clause 12 below.
 13. For the period of occupancy and carrying out the development of the Hybrid Seed Maize project, the Licensee will pay the Licensor an annual fee of Tzs 14,000,000 million (Fourteen Million) total in advance for the use of the factory and warehouse for each year of occupancy.
 14. WSC agrees to provide for the purpose of improving livelihoods of the communities surrounding the AKU campuses in Arusha, Hybrid Maize Seed for each small scale farming household for a total of 3,000 members, 2 Kg Hybrid maize seeds per household for a total of 6,000 Kg per year every long rains season as cooperate social responsibility contribution for the surrounding community.
 15. The Licensor will continue to provide the current security services to the site until the end of the License period. The Licensor will not be held liable for any theft, loss of equipment, loss of fuel etc. of the Licensee for any reason whatsoever. Should the Licensee have equipment, goods or crop stolen from the property, the parties shall meet and collaborate to recover or replace the missing items. The Licensor cannot guarantee to stop invasion of livestock on to the site but will work with all levels of government and security to avoid invasion of livestock. The Licensee can engage its own security if desired at their own expense.
 16. The Licensee agrees to indemnify and hold harmless the Licensor from any claims and/or actions whatsoever that may be addressed and/or directed to the Licensor as a result of the dry land farming undertaken by the Licensee.
 17. The parties undertake to act in good faith and fairly with respect to each other's rights and obligations under this License and to adopt all reasonable measures to ensure the realization of the objectives of the License
 18. The Licensee agrees that the Licensor may, without the prior consent of the Licensee, assign or transfer any benefit arising under or out of this License or any of its obligations hereunder to a third party by giving one (1) weeks' written notice to the Licensee.
 19. All matters arising from and in connection with this License shall be governed and construed in accordance with the laws of the United Republic of Tanzania.
 20. Any disputes arising between the parties will be resolved amicably between the Owner of Western Seed Co. Ltd and the Director (Site Operations) of the Aga Khan University. Any dispute which cannot be settled amicably within thirty (30) calendar days, may be referred to arbitration by mutual consent of the parties who shall be a practicing advocate of the High Court of Tanzania of not less than ten (10) years and a member of the Tanzania Institute of Arbitrators (TIA) assisted by such number of assessors of professional advisors as the Arbitrator shall deem necessary.

IN WITNESS WHEREOF the parties, through their duly authorized representatives, hereto have set and subscribed their respective hands on the day, month and year, first mentioned above.

Signed by the Licensor *Murad*

Name of the Licensor MURAD TIYAN FOR AKU

Signed by the Licensee *AS*

Name of Licensee Anette Schneider for Western Seed Co Ltd

Witnesses:

1. Name: SEMMANUEL JAMES

Signature *[Signature]*

2. Name: Glen Tellis

Signature: *[Signature]*

Certified true copy of the Original
Sign: *[Signature]* Date: 09-08-2022
JOHN MUSHI
Advocate, Notary Public & Commissioner
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