Land Form No. 56

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

Certified as True Copy of the Original
Juma Semtana Kimwaga
Advocate, Notary Public
& Commissioner for Oaths
Date: 25/8/23 Sign:

C.T. No: 1 S.G.D
L.O. No: 950696
SG/MLO/F/2&3

Made and entered into this 18 day of 06 - 2020

BETWEEN

TANZANIA INVESTMENT CENTRE (TIC)

A body corporate established under The Tanzania Investment Act, 1997 (Act No. 26 of 1997) by order published in the Official Gazette as Government Notice no. 291 of 1997; of P.O Box 938 DAR ES SALAAM (thereinafter referred to as the "**LESSOR**") on the one part

AND

MOUNT MERU MILLERS LTD

of P.O Box 7094 **SINGIDA** and having certificate of incentives No. **010470** (hereinafter referred to as the "**LESSEE**") on the other part.

THIS LEASE WITNESSES as follows:

WHEREAS the Lessor is the holder of a Right of Occupancy registered in the Land Registry at **SINGIDA** under Title No. **1 S.G.D** in respect of land within Plot No. 2 & 3 Block 'F' situated at **Njuki Area** in Singida Municipality, and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the land being more fully described in the schedule hereto for a term of **Ninety Eighty** years commencing on the **First** day of **April, Two Thousand and Eighteen** and expiring on the **Thirty First** day of **March, Two Thousand One Hundred and Sixteen** subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:

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The Land shall be used for; **General Industrial** purposes only, **Use Group 'O' Uses Classes 'a' and 'b'** as defined in the Urban Planning Act Cap 355 **Regulations, 2018.**

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to the thirtieth day of **June, 2020** thereafter continue to pay **(Tshs 7,696,500/=) (Tanzania, seven million, six hundred ninety six thousand five hundred) only** or any other amount as assessed by the Commissioner for Lands or Authorised Officer being annual Land Rent, and 10% thereto being TIC Facilitation Fee, payable on the first day of July in every year of the term.

2. **BE** liable to pay any and all costs arising here from and in particular;
   (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease;
   (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes;
   (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon;

3. **DEVELOP** the land by establish Large Scale Agriculture Project for Oil Seeds Production involving Out growers, Own Farming and Mega Oil Seed Milling within **thirty-six months** from the date of signing of this Derivative Right. To that end, the lessee shall;
   (i) Submit building plans to the **SINGIDA MUNICIPAL COUNCIL** within six months from the commencement of this lease.
   (ii) Begin construction of building(s) in permanent materials within six months after the approval of the plans.
   (iii) Complete construction within thirty six months from the day of commencement of this lease

4. **BE RESPONSIBLE** for:
   i. The protection of all beacons on the Land throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the **Director** responsible for **Surveys** and **Mapping**.

   ii. Preserving the environment and protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.
   iii. Make and maintain of the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.

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iv. At all times during the term of the Right have on the land building as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (Hereinafter called "the Commissioner").

v. Take note that approval of plans of any building by the Authority shall not imply that the construction of such building will satisfy the occupier's obligation under the conditions of the Right and shall not imply waiver or modification.

5. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of transfer the lessee is required to have developed the land substantially, while regarding mortgage the Lessee should present to the lessor a project evaluation report showing that the level of development on the land is at least 60% of the total investment cost as indicated in the investor's Business Plan.

6. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

7. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.

8. **YIELD** up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

PART B. THE LESSOR SHALL:

1. **ENSURE** that the Lessee paying rent and other charges hereby reserved in PART "A" Clause (1) hereof and complying with other terms and conditions hereinbefore contained shall peaceably and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor or any other person claiming under or in trust for the Lessor.

2. **UPON** breach by the Lessee of any of the foregoing terms and conditions re-enter upon the land and improvements theron and forfeit the Lease and immediately thereupon the said term shall absolutely determine and whenever this power of re-entry and forfeiture shall arise the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach and requiring the Lessee to remedy the breach within the time to be specified in the said notice and also the action to be taken by the Lessor if the breach is not remedied within the specified period.

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PART C: ARBITRATION

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may commence arbitration proceedings in conformity with the provision of Section 23 of the Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

We, the within-named **MOUNT MERU MILLERS LTD hereby** accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plots No. **2&3** Block **'F'** situated at **Njuki Area**, in Singida Municipality, measuring **seventy three thousand three hundred (73,300) square metres,** shown for identification only edged **red** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **107653** deposited at the Office responsible for Surveys and Mapping at Singida.

SEALED with the **COMMON SEAL** of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us this 18th]
day of June 2020]

Signature.....
Postal Address 938 D'SALAAM
Qualification EXECUTIVE DIRECTOR

Signature.....
Postal Address 938 D'SALAAM
Qualification LEGAL AFFAIRS MANAGER

SEALED with the **COMMON SEAL** of the said]
MOUNT MERU MILLERS LTD and]
DELIVERED in the presence of us this 11th]
day of June 2020]

Signature.....
Postal Address P.O. Box 7094 ARUSHA
Qualification DIRECTOR

Signature.....
Postal Address P.O. Box 7094 ARS
Qualification DIRECTOR

Certified as True Copy of the Original
Juma Semtana Kimwaga
Advocate, Notary Public
& Commissioner for Oaths
Date: 25/8/23 Sign:

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FILED DOCUMENT No. 21-SGD
REGISTERED ON 10-07-2020
AT 10.00 A M

Ex-Officio Registrar of Titles

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs: 1000/= Paid
On Original Receipt No: 99117306960 1
of: 10-07-2020

Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs: 1000/= Paid
Receipt No: 99117306960 1
of: 10-07-2020

Stamp Duty Officer

Land Form No. 56

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
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Advocate, Notary Public
& Commissioner for Oaths
Date: 25/8/23 Sign:

C.T. No: 1 S.G.D
L.O. No: 950696
SG/MLO/F/2&3

Made and entered into this.....day of 2020

BETWEEN

TANZANIA INVESTMENT CENTRE (TIC)

A body corporate established under The Tanzania Investment Act, 1997 (Act No. 26 of 1997) by order published in the Official Gazette as Government Notice no. 291 of 1997; of P.O Box 938 DAR ES SALAAM (thereinafter referred to as the "**LESSOR**") on the one part

AND

MOUNT MERU MILLERS LTD

of P.O Box 7094 **SINGIDA** and having certificate of incentives No. **010470** (hereinafter referred to as the "**LESSEE**") on the other part.

THIS LEASE WITNESSES as follows:

WHEREAS the Lessor is the holder of a Right of Occupancy registered in the Land Registry at **SINGIDA** under Title No. **1 S.G.D** in respect of land within Plot No. 2 & 3 Block' F situated at **Njuki Area** in Singida Municipality, and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the land being more fully described in the schedule hereto for a term of **Ninety Eighty** years commencing on the **First** day of **April, Two Thousand and Eighteen** and expiring on the **Thirty First** day of **March, Two Thousand One Hundred and Sixteen** subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:

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The Land shall be used for; **General Industrial** purposes only, **Use Group 'O' Uses Classes 'a' and 'b'** as defined in the Urban Planning Act Cap 355 **Regulations, 2018.**

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to the thirtieth day of **June, 2020** thereafter continue to pay **(Tshs 7,696,500/=) (Tanzania, seven million, six hundred ninety six thousand five hundred) only** or any other amount as assessed by the Commissioner for Lands or Authorised Officer being annual Land Rent, and 10% thereto being TIC Facilitation Fee, payable on the first day of July in every year of the term.

2. **BE** liable to pay any and all costs arising here from and in particular;
   (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease;
   (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes;
   (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon;

3. **DEVELOP** the land by establish Large Scale Agriculture Project for Oil Seeds Production involving Out growers, Own Farming and Mega Oil Seed Milling within **thirty-six months** from the date of signing of this Derivative Right. To that end, the lessee shall;
   (i) Submit building plans to the **SINGIDA MUNICIPAL COUNCIL** within six months from the commencement of this lease.
   (ii) Begin construction of building(s) in permanent materials within six months after the approval of the plans.
   (iii) Complete construction within thirty six months from the day of commencement of this lease

4. **BE RESPONSIBLE** for:
   i. The protection of all beacons on the Land throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the **Director** responsible for **Surveys** and **Mapping**.

   ii. Preserving the environment and protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.
   iii. Make and maintain of the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.

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PART C: ARBITRATION

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may commence arbitration proceedings in conformity with the provision of Section 23 of the Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

We, the within-named **MOUNT MERU MILLERS LTD hereby** accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plots No. **2&3** Block **'I'** situated at **Njuki Area**, in Singida Municipality, measuring **seventy three thousand three hundred (73,300) square metres**, shown for identification only edged **red** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **107653** deposited at the Office responsible for Surveys and Mapping at Singida.

SEALED with the **COMMON SEAL** of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us this 18th]
day of June 2020]

Certified as True Copy of the Original
Juma Semtana Kimwaga
Advocate, Notary Public
& Commissioner for Oaths
Date: 25/6/20 Sign:

Signature.....
Postal Address 938 DAR ES-SALAAM
Qualification EXECUTIVE DIRECTOR

Signature.....
Postal Address 938 D'SALAAM
Qualification LEGAL AFFAIRS MANAGER

SEALED with the **COMMON SEAL** of the said]
MOUNT MERU MILLERS LTD and]
DELIVERED in the presence of us this 11th]
day of June 2020]

Signature.....
Postal Address P.O. Box 7094 ARUSHA
Qualification DIRECTOR

Signature.....
Postal Address P. O. Box 7094 AR
Qualification DIRECTOR

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21- SGD
10-07-2020
10.00 A

Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs: 1000/= Paid
On Original Receipt No: 99117306960 1
of: 10-07-2020

Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs: 1000/= Paid
Receipt No: 99117306960 1
of: 10-07-2020

Stamp Duty Officer

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UNITED REPUBLIC OF TANZANIA

THE LAND REGISTRATION ACT (CAP 334)

APPLICATION FOR LEASEHOLD TITLE

(Land Registry- Singida)

C.T. No: 1 S.G.D
L.O. No: 950696
SG/MLO/F/2&3

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box **938** DAR ES SALAAM (Landlords) on the one part, and **MOUNT MERU MILLERS LTD** of P.O Box 7094 **SINGIDA** (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. **2 & 3** block **'F'** situated at Njuki in Singida Municipality Pursuant to that, we hereby **SUBMIT** the Lease Agreement for registration and **APPLY** for the issue of a **Leasehold Title** to the said Company, in respect of the said Land which is registered under the above Certificate of Title.

Certified as True Copy of the Original
Juma Semtana Kimwaga
Advocate, Notary Public
& Commissioner for Oaths
Date: 25/8/23 Sign:

SEALED with the **COMMON SEAL** of the said **TANZANIA INVESTMENT CENTRE** and **DELIVERED** in the presence of us this 18th day of June 2020

Name: GEOFFREY MWAMBE
Signature:
Postal Address: 938 D'SALAAM
Qualification: EXECUTIVE DIRECTOR

Name: GODFREY KILOLO
Signature:
Postal Address: 938 D'SALAAM
Qualification: LEGAL AFFAIRS MANAGER

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SEALED with the **COMMON SEAL** of the said]
MOUNT MERU MILLERS LTD]
and]
DELIVERED in the presence of us this 11th]
day of June 2020]

Name: MR. ARVINA MITTAL
Signature: .....
Postal Address: P. O. Box 7094 ARUSHA
Qualification: DIRECTOR

Name: MR. ATUL MITTAL
Signature: .....
Postal Address: P. O. Box 7094 ARUSHA
Qualification: DIRECTOR

FILED DOCUMENT No: 22-5GD
REGISTERED ON: 10-07-2020
AT: 10.00 A.M.
Senior Asst. Registrar of Titles

Certified as True Copy of the Original
Juma Semtana Kimwaga
Advocate, Notary Public
& Commissioner for Oaths
Date: 24/8/23 Sign:

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs: 10001= Paid
On Original Receipt Shs: 99117306967 0
of: 10-07-2020
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs: 10001= Paid
Receipt No: 99117306967 0
of: 10-07-2020
Stamp Duty Officer

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TITLE No: 1 SG·D
REGISTERED ON: 27-05-2020
AT: 9:00 A.M.
Senior Asst. Registrar of Titles

Land Form No. 22

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs: 100/= Paid
Receipt No: 99002688130
of: 11-06-2019
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs: 1900/= Paid
On Original Receipt Shs: 99002688130
of: 11-06-2019
Stamp Duty Officer

THE LAND ACT, 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY
(Under Section 29)

Title No. 1 SG·D
L.O. No. 950696
SG/MLO/F/2&3

The 19TH day of MAY two thousand and Twenty

THIS IS TO CERTIFY that **TANZANIA INVESTMENT CENTRE established under the Tanzania Investment Act No. 26 of 1997 of P.O Box No. 938, DAR ES SALAAM** (Hereinafter called the Occupier") is entitled to a Right of Occupancy (hereinafter called the Right) in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Ninety Nine (99) years** from the first day of **April, Two Thousand and Eighteen** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to thirtieth day of **June, 2020** shall there after pay rent of shillings **seven million, six hundred ninety six thousand five hundred (7,696,500/=)** only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for lands.

2. The Occupier shall:-
   (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupiers' expenses as assessed by the Director responsible for Surveys and Mapping.

   (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land do all things which may be required by the authorities responsible for environment and to achieve such objective.

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(iii) Maintain on the Land building (hereinafter called (the building") in permanent material designed for use in accordance with the condition of the Right and which conform to the building line (if any) decided by the **SINGIDA MUNICIPAL COUNCIL** (hereinafter called "the AUTHOIRTY").

(iv) Submit building plans to the Authority within six months from commencement of the Right.

(v) Begin building construction within six months after approval of plans.

(vi) Complete the buildings within thirty six months from commencement of the right.

(vii) At all times during the term of the Right have on the land building as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands. (Hereinafter called "the Commissioner").

(viii) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority as here in before provided.

(ix) Take note that approval of plans of any building by the Authority shall not imply that the construction of such building will satisfy the occupiers obligation under the conditions of the Right and shall not imply waiver or modification

3. The Occupier Shall further:-

(i) Make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.

(ii) Make and keep all buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose;

(iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as May be required by the said Medical Officer of Health.

4. **USER:** The land and the buildings to be erected thereon shall be used for **General Industrial, Use Group 'O' use classes 'a' and 'b'** as defined in the Urban Planning Act Cap 355 **Regulations, 2018.**
5. The Occupier shall not assign the right within three years of the date hereof without the prior approval of the Commissioner.
6. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia. Taxes and dues prescribed in connection with that disposition.
7. The President may revoke the right for good cause or in public interest.

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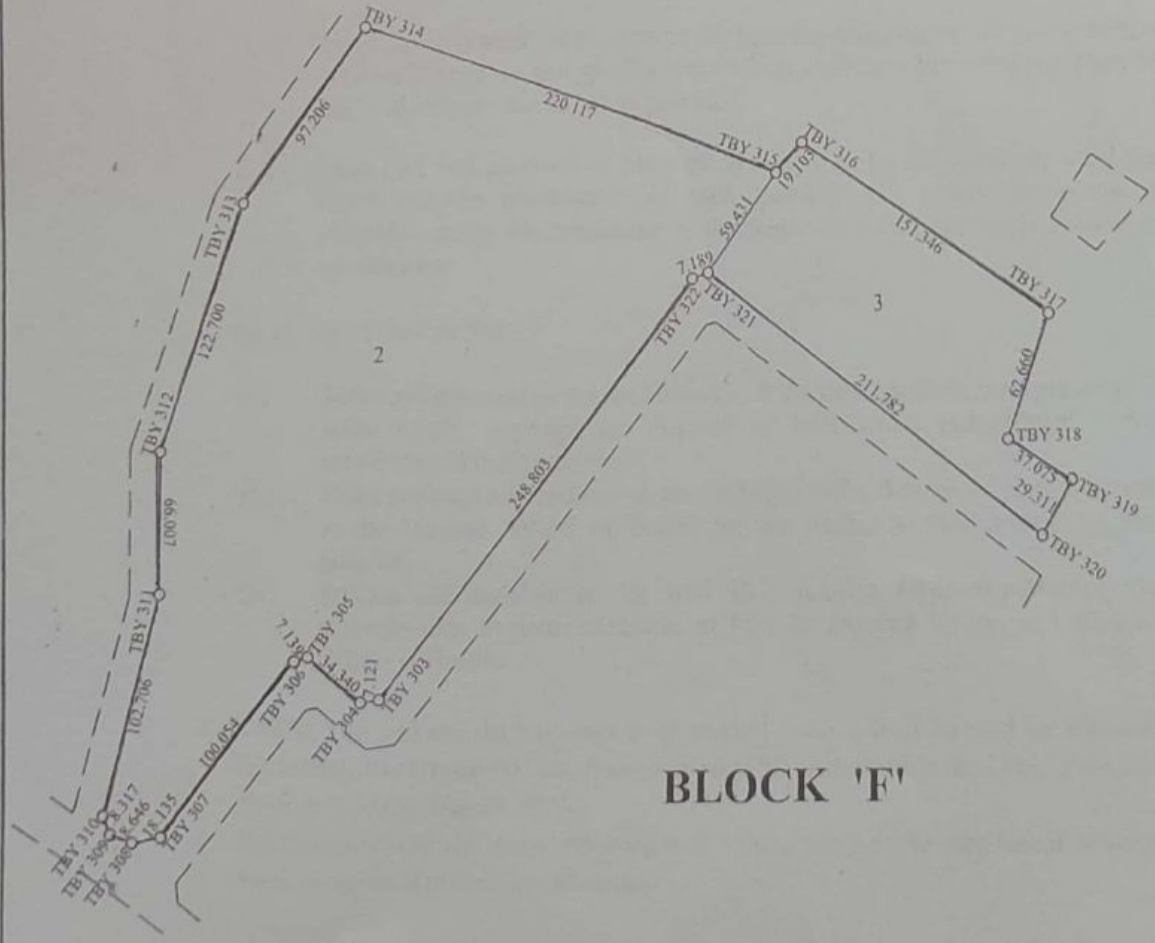
SINGIDA MUNICIPALITY

LOCALITY	NJUKI
BLOCK	F
PLOT No	2 & 3
L.O. No	950696
AREA	73,300 SQM

Certified as True Copy of the Original
Juma Semtana Kimwaga
Advocate, Notary Public
& Commissioner for Oaths
Date: 27/8/23 Sign:



BLOCK 'F'

This plan prepared in accordance with Registered plan No. 107653
is approved for the purpose of the Land Registration Ordinance
Director of Survey and Mapping
Date 21st August 2019
Survey and Mapping Division Ministry of Lands, Housing and Human

The issue of this plan implies no guarantee