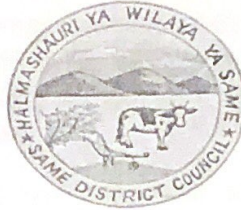




THE UNITED REPUBLIC OF TANZANIA  
PRESIDENT'S OFFICE  
REGIONAL ADMINISTRATIVE AND LOCAL GOVERNMENT



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAME DISTRICT COUNCIL  
AND  
ORM GLOBAL LIMITED  
FOR

THE LEASE OF PREMISES AND A PORTION OF LAND FOR THE  
INVESTMENT IN COPPER MANUFACTURING INDUSTRY AT  
SAWENI

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## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "Memorandum") is made this .....day of..... 2023

### Between

**SAME DISTRICT COUNCIL** P.O. BOX 138, Same, Kilimanjaro Established under The Local Government (District Authorities) Act [CAP 287 R.E 2019] (herein after referred to as the "Landlord", with expression in so far as the context admits, includes Representatives, Heirs and Successors in title) on one part.

### And

**The ORM GLOBAL LIMITED** of P.O BOX 7846, MIKOCHE NI B ROSE GARDEN ROAD, DAR ES SALAAM. The Company which is Incorporated in Israel and Complied with the Provision of Section 435 of the Companies Act, 2019 with Certificate of Compliance Number 163837609 (hereinafter to be referred to as the "TENANT"(Investor) on the other part.

**THAT,** SAME DISTRICT COUNCIL has consented to lease its building and a portion of land to ORM GLOBAL LIMITED for the purpose of Construction of Copper Manufacturing Industry at Saweni Village.

### NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

**THAT,** SAME DISTRICT COUNCIL has consented to lease the premise(s) and the piece of land measured 4047 Square meters for the purpose of Construction of Copper manufacturings Industry to **ORM GLOBAL LIMITED**.

**THAT,,** the Investor shall obtain all necessary Government permission or approvals for its manufacturing activities before signing this agreement.

**Tha,** the Investor shall pay rent to Same District Council at Tanzanian Shillings 238.70 for one square meter per month (966,018.90)and 200,000 Tanzanian Shillings for the building.

**That,,** the Investor shall pay the Landlord rent two times in a year in advance on the agreed date after expiry of three months grace period i.e from July 2023.

**That,,** the Tenant shall pay 0.3% as Service Levy of Gross Revenue of the Copper manufacturing and incase the Company engaged in extraction of Copper Mining shall pay 5,000 Tanzanian Shillings per tone as Copper Levy according to Council Revenue By- Laws

**That,** the site to be used and occupied only for the Copper manufacturing purpose, nothing herein shall give the tenant right to use the site for any other purpose without the prior written consent of Landlord. The Landlord makes no representation or warrant regarding the legality of the permitted use, and the Tenant shall bear all risk of any adverse charge in Applicable Laws.

**That,** the Company shall abide with Cooperate Social Responsibility as well defined by Cooperate Social Responsibility Act, No. 7 of 2017 section 28 in respect of development activities around Saweni Village and other villages dealing with extraction of Copper minerals.

**That,,** the Investor shall make sure that their activities of Copper manufacturing does not affect the environment and health of the villagers in Saweni as it is provided under Section 133, 46 (4) of Environmental Management Act number 20 of 2004, Environment Regulations of 2005 read together with amendments of 2018, The Public Health Act number 1 of 2009 Section (73-81) and (93-121) read together with their amendment and its regulations.

**That,,** this agreement shall be for the term of three years and the parties may elect to extend the agreement upon such term and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

**That,,**if any dispute arises out of or in connecton with this agreement or the interpretation thereof, the parties shall use best effort to settle amicably.

**That, if** any dispute arises between the parties as to matters arising pursuant to this agreement which cannot be settled amicably may be submitted by either party to an Arbitrator in accordance with the provision of the Arbitration Act, Cap 15 of the Laws. The Arbitrator shall be appointed by the parties concerned.

**That,** this agreement may be terminated by either party after giving at least three months earlier notice to the other party.

**That,** that this Agreements shall be Construed and Governed in respected of The Laws of Mainland Tanzania.

IN WITNESS WHERE OF The parties hereto has executed this agreement on the day in the year aforesaid and in the manner hereinafter appearing below.

FOR THE SAME DISTRICT COUNCIL

SIGNED,SEALED&DELIVERED BY:

1. NAME : ANASTAZIA TUTUBA

SIGNATURE: *[Signature]*

ADDRESS: *Box 138, SAME*

DESIGNATION: DISTRICT EXECUTIVE DIRECTOR

DATE: *04/04/2023*

DISTRICT EXECUTIVE DIRECTOR  
SAME DISTRICT COUNCIL

2. NAME: YUSTO MBAZI MAPANDE

SIGNATURE: *[Signature]*

ADDRESS: *Box 138 - SAME*

DESIGNATION: DISTRICT COUNCIL CHAIRMAN

DATE: *04/04/2023*

COUNCIL CHAIR PERSON  
SAME DISTRICT COUNCIL

FOR THE COMPANY

SIGNED, SEALED & DELIVERY BY :

NAME: *Mohamed Ibrahim*

SIGNATURE: *[Signature]*

ADDRESS: *Directorate, Mikocheni B Dar, Es. SALAAM*

DESIGNATION: *Directorate*

DATE: *04.04.2023*

IN THE PRESENCE OF

*[Signature]*

UPENDO JOSEPH KIVUYO

DISTRICT STATE ATTORNEY.

DISTRICT SOLICITOR  
SAME