

LEASE AGREEMENT FOR GROWTH OF COFFEE AND OTHER
CASH CROPS IN THE LAMBO AND GLASTRA ESTATES

BETWEEN

FOO, NRONGA, MACHAME WARI CO-OPERATIVE JOINT
ENTERPRISE LIMITED

AND

AFRICAN PLANTATIONS KILIMANJARO LIMITED

(APKL)

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LEASE AGREEMENT

This lease agreement has been entered today on the 25TH day of SEPTEMBER 2020

BETWEEN

M/S FOO, NRONGA, MACHAME WARI CO-OPERATIVE JOINT ENTERPRISE LIMITED of P.O. BOX 366 MOSHI-KILIMANJARO, being a registered Cooperative Society under The Cooperative Societies Act, No.6 of 2013 the same being registered with Registration Number 5523 (hereinafter referred to as "**THE LESSOR**") which expression, in so far as the context admits, includes representatives, heirs and successors in title on one hand;

AND

AFRICAN PLANTATIONS KILIMANJARO LIMITED of P.O. Box 6662, Moshi-Tanzania and a duly registered limited company under the Companies Act, Cap. 212 R.E 2002 (hereinafter be referred to as '**THE LESSEE**' which expression, in so far as the context admits, includes 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 suitable 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 Members of the Lessor has hereto agreed to lease to 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.

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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 and as shall be stipulated, but not limited to **Clause 24(1)(n)** which has been annexed herewith in this lease agreement.

"The Properties" means the land, together with all the buildings that pertains to the remaining of Certificate of Titles **No.12267** part of Lambo Estate Farm No. 247/1-3 measuring a total of 645.69 acres (arable land 616.47 acres and reserves 29.22 acres) and Title **No. 14289** part of Glastra Estate **Plot No.8-10** measuring a total of 20.53 acres (arable land 13.53 acres and reserves 7.0 acres) having a description of location as to the North Nshara Village, to the East Weruweru River and Sirra and Glastra Farms, to the South Lambo Estate and to the West Machame Road as defined in **Clause 4.1**

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.

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3.0 LEASE PERIOD

- 3.1 The lease agreement period shall be for a duration of 25 years of investment effective from **1st January, 2021 to 31st December 2045**, and after the lapse of the second phase of this lease agreement and upon discussion and subject to Lessee's best performance in accordance to the approved development plan, the Lessor shall increase another eight (8) years of the lease period.
- 3.2 The execution of this Lease Agreement will commence from **1st January, 2021**, there is a grace period of **three (03) months from 01st October 2020 to 31st December 2020** to enable the mobilization of the Leased area by both the lessor and lessee.
- 3.3 The lease period as stipulated in clause 3.1 above shall be divided into five (5) major phases as stipulated in clause 4 below.

4.0 CONSIDERATION/RENT

- 4.1 Available land description has been prescribed in the table below.

LAND DESCRIPTION	ACREAGE
i) RIVER RESERVE	30.07 (not leased)
ii) ROADS, ETC	6.15 (not leased)
iii) ARABLE LAND (<i>Lambo Estate 616.47 Acres and Glastra 13.53 Acres</i>)	630 (Leased to APKL)
iv) LESSOR LAND (GISLA COFFEE ESTATES LTD (investor), RURAL COOPERATIVE SOCIETIES, EX LAMBO WORKERS, LAMBO ESTATE PRIMARY SCHOOL, BUILDINGS-CAMPS, OFFICES, STORES, ROADS, DAMS, ETC)	714.75
TOTAL	1,380.97

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- 4.2 The rental fee subject to payment by the Lessee shall be for the arable land measuring a total of six hundred and thirty (630) acres.
- 4.3 The Lessee shall have the duty to pay to the Lessor for the leased Properties for the phases as follows hereunder: -

Phase	Year/Duration	Amount Per Acre Per Annum (USD)	Total Consideration/Rent (USD)
Phase 1	1 st January, 2021 – 31 st December, 2025	\$ 95.00	\$ 59,850.00
Phase 2	1 st January, 2026 – 31 st December, 2030	\$ 100.00	\$63,000.00
Phase 3	1 st January, 2031 – 31 st December, 2035	\$ 110.00	\$69,300.00
Phase 4	1 st January, 2036 – 31 st December, 2040	\$ 120.00	\$75,600.00
Phase 5	1 st January, 2041 – 31 st December, 2045	\$ 130.00	\$81,900.00

- 4.4 The first rental payment of the year 2021 shall be paid in two installments of which the first installment of 15% shall be effected within thirty (30) days after the date of signing this agreement and second installment of 85% shall be effected on or before 30th January 2021.
- 4.5 The annual rental payments from 2022 – 2045 shall be paid in two equal installments of which the first installment shall be effected on or before 15th of January of each year and the 2nd installment shall be effected on or before 15th July each year.

5.0 AMENDMENT/REVIEW AND RENEWAL OF THE LEASE AGREEMENT

- 5.1 This agreement may be amended/reviewed and renewed on the terms as shall be agreed to by the Lessor and Lessee. If both parties do not agree, the existing agreement shall continue to subsist.
- 5.2 The amendment/review and renewal basing on the extension of the term of the lease agreement may commence from the expiration of the initial term and otherwise shall contain like covenants of renewal.

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- 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 The discussion for the amendment/review and renewal of the lease agreement shall be based on the best performance of the Lessee in accordance with the approved development plan.
- 5.5 The buildings on the Properties regardless of their number shall be included in the rental fee of each rental phase.

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 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.
- 6.3 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.
- 6.4 The Lessee shall have an obligation to prepare a Development Plan and the same shall be submitted to the Lessor within three months from the date of signing this lease agreement.
- 6.5 After receiving the Development Plan from the Lessee the Lessor shall within 45 working days review it through its legal meetings with the support of well skilled personnel to be hired by the Lessor, and upon satisfaction the Lessor shall approve with or without amendments.
- 6.6 The proposed amendments by the Lessor shall be negotiated and agreed by both parties (Lessor and Lessee) within 14 days after submission of the proposed amendments. The agreed amendments shall be included in the Development Plan.
- 6.7 The Development Plan shall include a clause on the Environmental Management Plan over the Properties. The Lessee shall implement and manage the Properties at all times in accordance with the environmental

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standards set forth in the Development Plan and approved by the Environmental experts.

- 6.8 Where Lessee fails to submit to the Lessor Development Plan within the stipulated time, then the whole lease agreement shall become null and void ab-initial.
- 6.9 The Lessee shall manage the Properties in accordance with the approved 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 in writing which consent may not be unreasonably withheld or delayed. The approval procedures of the Development Plan prescribed in this clause shall apply *mutandis mutandis* in its modification by the Lessee.
- 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 opinion if at all any from the Lessor on the performance of the management 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 implementation contemplated in the Development Plan.
- 6.12 The Development Plan shall at all times be read together with this Lease agreement and is annexed herewith under **Clause 24(1)(e)**.

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 for a period which occurs 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 will be sanctioned according to the respective laws and regulations.
- 7.3 All outstanding utility bills and taxes of the Lessee shall be paid by the Lessee prior to the termination of this lessee agreement.

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8.0 OBLIGATIONS OF THE LESSOR.

- 8.1 Subject to the terms of this lease agreement, 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 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 use permits and all other outgoings to be paid by 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 make sure that coffee crop shall be planted on up to 75% acres of the arable area of the Leased Properties; and on the remaining acres of the leased Properties, the Lessee shall plant other 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 before the commencement of the execution of this agreement make sure that, the Environmental Protection Plan is prepared and submitted to the registered environmental specialist and a copy of the same submitted to the Lessor in 90 days from the date of signing this agreement.
- 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 them.
- 9.5 The Lessee shall participate in the maintaining and repairing roads pertinent to the leased Properties.

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- 9.6 The Lessee shall not be allowed to sub lease or rent any part of the Properties unless the lessee obtain a 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 lessor.
- 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 Whenever possible, the Lessee may 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 coffee and other crops.
- 9.10 Where there is change of control in the Lessee's company (where the Lessee sells more that 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 give priority in providing local employment to the villagers around and or near the Leased Properties.
- 9.13 In accordance with APKL Corporate Social Responsibility (CSR) initiatives and subject to positive financial position, the Lessee will implement in favor of the Lessor programs that have a positive impact to the community such as maize for education, coffee seedlings, tree seedlings and construction materials for community projects around the leased properties.

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9.14 The Lessee shall pay royalty annually as follows: -

Phase	Year/Duration	Amount per Annum (USD)
Phase 1	1 st January, 2024 – 31 st December, 2025	4,358
Phase 2	1 st January, 2026 – 31 st December 2030	4,783
Phase 3	1 st January, 2031 – 31 st December 2035	5,217
Phase 4	1 st January, 2036 - 31 st December 2040	5,652
Phase 5	1 st January, 2041 – 31 st December 2045	6,522

Phase 1 includes a grace period of three (3) years from the commencement of the lease agreement. The royalty shall be payable on or before 15th August each year.

10.0 WATER USE PERMITS

- 10.1 The Lessor agrees that, the Lessee shall have the right to use the existing water use permit (as indicated under **Clause 24(1)(c)** of this lease agreement which is herein annexed to this lease agreement) and 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.
- 10.2 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.
- 10.3 The Lessor is the primary water use permit holder to the water use permit as indicated under **Clause 24(1)(c)** of this lease agreement.
- 10.4 The water use permit under **Clause 24(1)(c)** which has been annexed together with this lease agreement are for the exclusive use of the Lessee, and where any third party requires to use the water use permit, that third party shall seek consent of the Parties to this lease agreement.
- 10.5 The Lessor shall endeavor to do all what is within their power to apply for and or assist with obtaining any increased water use permit that may be required in the future including to sink bore holes when the need shall arise.

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- 10.6 Where the Lessee opts not to use/enjoy a water use permit granted under this clause, the Lessee shall notify the Lessor and the Lessor may assign the said water use permit to another party.
- 10.7 In the cause of implementation of this lease agreement, if the lessee in consultation with water authority bodies identifies any area with insufficient amount of water for coffee management, both the lessee and lessor will meet to discuss on the best economical use of the area. After the discussion, if found that the area is not economical viable, a mutual solution that shall make the best use of that area for the purpose of health of Investment and Property shall be created.

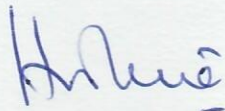
11.0 PROPERTIES AND EQUIPMENTS

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

12.0 REPRESENTATION AND WARRANTIES OF THE LESSOR

The Lessor does hereby represent and 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 is the owner of the existing Equipment which is free and clear of all liens, charges, claims, security interests or other encumbrances.
- 12.4 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.
- 12.5 The Lessor is duly organized and validly existing as a registered Co Operative Society under the laws of Tanzania.
- 12.6 The Lessor has full power and authority to execute this lease agreement and to perform its obligations as set forth in this lease agreement.
- 12.7 This lease agreement is valid and binding on the Lessor and is enforceable against the Lessor.
- 12.8 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





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

- 12.9 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.
- 12.10 With respect to the buildings and structures on the Properties, the Lessee accepts them on 'as is' basis.
- 12.11 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.
- 12.12 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 represents 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.

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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 17 of this lease agreement.

14.2 The following shall lead breach and automatic 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 terminate automatically.

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 Equipment, building, infrastructure and others fixtures to the Properties, at no cost.

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

14.2.4 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.

14.2.5 The Lessor and Lessee shall have the right to elect to terminate the agreement and or refer such matter to dispute resolution procedures pursuant to clause 17 of the lease agreement hereof.

14.2.6 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/Equipment shall revert to the Lessor.

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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.
- a. 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.
 - b. 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

- a. 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.
- b. Where mediation fails, then the matter shall be referred to the Registrar of Cooperative Societies for resolution by the aggrieved party.
- c. Where the resolution passed by the Registrar fails, the aggrieved party shall refer the matter further to the Minister responsible for Cooperative Societies.
- d. Where the aggrieved party wishes to challenge the decisions of the responsible Minister for Cooperative Societies, the matter shall be referred to the High Court of Tanzania.
- e. 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.

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18.0 FORCE MAJEURE

- a. 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.
- b. In the event force majeure as stated in clause 18(a) 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 GOVERNING LAW; This lease agreement shall be governed by the laws of the United Republic of Tanzania.

20.0 GENERAL CONDITIONS

- 20.1 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.
- 20.2 This agreement shall be executed in six counterparts each of which shall be deemed an original constituting the same instrument.
- 20.3 This lease agreement, the Development Plan and documents outlined under **Clause 24(1)** hereto shall constitute the entire agreement between the parties with regard to the subject matter hereto and supersedes any previous agreements among the parties with respect to such subject matter.
- 20.4 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.
- 20.5 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.
- 20.6 The terms and conditions of this lease agreement may be amended or even terminated in writing by the Parties.

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20.7 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.

20.8 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.

20.9 The Assistant Registrar of Cooperative Societies shall sign and seal this lease agreement.

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

21.0 MODE OF COMMUNICATION

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

21.2 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.

21.3 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.

21.4 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.

21.5 The Lessor's Address for the purpose of all communication shall be M/S Foo, Nronga, Machame Wari Co-Operative Joint Enterprise Limited of P.O Box 366 Moshi-Kilimanjaro.

21.6 The Lessee's address for the purpose of all communication be African Plantations Kilimanjaro Limited (APKL) P.O Box 6662, Moshi.

22.0 FINANCING AND BORROWING:

After seeking and getting a written consent of the lessor the lessee can seek for financing from financial institutions and pledge this lease agreement as security, 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.

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23.0 LEGAL COSTS

- 23.1 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.
- 23.2 The Lessor and Lessee shall cause Advocates to be paid all the necessary fees for the drawing and endorsing this lease agreement.
- 23.3 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.

24.0 DOCUMENT TO FORM PART OF THE AGREEMENT

- 24.1 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 use permits;
 - d) Extract minutes of the meeting of the board of directors of the Lessee authorizing the execution of the lease agreement;
 - e) Letter of Authorisation from the Director and Chief Executive Officer of African Plantation Kilimanjaro Limited (APKL) **Mr. Alejandro Galante**, authorizing **Mr. Donald Danielson Temba (General Manager)** and **Mr. Ali Athuman Massawe (Finance Manager cum Company Secretary)** to sign and execute this Lease Agreement.
 - f) The Development Plan of the project duly signed and approved by the Lessor (when delivered under this lease agreement);
 - g) Certified true copies of Memorandum and Articles of Association of the Lessee;
 - h) A certified true copy of Tax Identification Number of both the Lessee and Lessor;
 - i) A Certificate of Incorporation of the Lessee;
 - j) A valid business license of the Lessee;
 - k) The Environmental Protection and Management Plan;
 - l) A sketch map of the leased Properties.
 - m) Certificate of Registration of the Lessor;
 - n) Certified Copies of Certificate of Occupancy by the Lessor/Title deeds;
 - o) Equipments;
 - p) Letter from Registrar of Cooperative Society concerning this Lease Agreement.

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24.2 It is the obligation of the Lessor and the Lessee to ensure that, the documents submitted as indicated in clause 24.1 are genuine.

WHEREFORE; 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

**FOO, NRONGA, MACHAME WARI
CO-OPERATIVE JOINT ENTERPRISE LIMITED**

Lessor's Seal



Before us on this is 25 day of SEPT 2020

Name... HENRY WILLIAM LEMA

Signature... H. Lema

Date... 25 SEPT. 2020

Position: **THE CHAIRMAN**

Name... WINYIA KITIRI MUSHI

Signature... W. Mushi

Date... 9th SEPTEMBER 2020

Position: **BOARD MEMBER**

Name... JONAS ONAELI KWEKA

Signature... J. Kweka

Date... 25/SEPTEMBER 2020

Position: **BOARD MEMBER**

Name... RICHARD NDESHIFATA MUSHI

Signature... R. Mushi

Date... 25 SEPTEMBER 2020

Position: **BOARD MEMBER**

H. Lema

[Signature]

Name RAAIFELIWA BIZI

Signature [Signature]

Date 25.9.2020

Position: **BOARD MEMBER**

Name ASANTE ONYIAH MUSHI

Signature [Signature]

Date 25/9/2020

Position: **BOARD MEMBER**

Name EDWARD DOMINICK CHEDI

Signature [Signature]

Date 25th SEPT. 2020

Position: **THE SECRETARY**

FOR AND ON BEHALF OF THE LESSEE

Signed, sealed and delivered by

AFRICAN PLANTATIONS KILIMANJARO LIMITED

Lessee's Seal



Before us on this is

25th day of September 2020

Name DONALD DANIELSON TEMBA

Signature [Signature]

Date 25th September 2020

Position: **DIRECTOR**

Name ALI, ATHUMANI MASSAWE

Signature [Signature]

Date 25th SEPTEMBER 2020

Position: **COMPANY SECRETARY**

[Handwritten signature]

[Handwritten signature]

IN THE PRESENCE OF

Name..... NIENRARD RALPH NYAH

Signature..... *Ralph*

Address..... P.O. Box 596 MOSHI

Date..... 25.09.2020

Position: **ADVOCATE**



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

Name..... JOHN B. HENSJEWEZE

Signature..... *[Signature]*

Date..... 25.09.2020

ASST. REGISTRAR OF CO-OPERATIVE SOCIETIES
KILIMANJARO

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

OFFICIAL SEAL


Husnie


[Signature]

FILED DOCUMENT No. 56832
REGISTERED 02
24-11-2022
at 1:00 P. m

Asst. Registrar of Titles



Stamp Duty Shs. 500/- Paid
and Revenue Receipt No. 922313138121313
of 09-11-2022 issued.

Asst. Registrar of Titles

Stamp Duty Shs. 326,346.50 Paid
on Original Revenue Receipt No. 922313138121313 of 09-11-2022

Asst. Registrar of Titles