

THE LAND ACT, CAP 113 R.E 2019

SALE AGREEMENT

BETWEEN

(FRANK JAMES LUGEMBE)

“The Vendor”

AND

**INTERNATIONAL RAINFOREST AGRICULTURE DEVELOPMENT
LIMITED**

“The Purchaser”

**CONCERNING THE SALE OF PROPERTY MEASURING 1328 HECTARES SITUATED AT
TAWETA VILLAGE, MASAGATI WARD, MLIMBA DISTRICT, MOROGORO, TANZANIA**

DRAWN BY:

**Shikana Group Limited
Jangid Plaza, 4th Floor, Unit 402
Ali Hassan Mwinyi Road,
P.O. Box 23037,
Dar es salaam,
Tanzania**

SALE AGREEMENT

This Agreement is made on this 19 day of SEPTEMBER 2023

BETWEEN

FRANK JAMES LUGEMBE a natural person with national identification number 19920730111010000623 whose address is at 524, Serengeti Street, Mbezi Beach Africana P.O. Box 7244, Dar es salaam, Tanzania. (hereinafter referred to as the “**Vendor**” which expression shall where the context so admits, include and extend to persons deriving title under the Vendor, its successors and assigns in title) of one part;

AND

INTERNATIONAL RAINFOREST AGRICULTURE DEVELOPMENT LIMITED a company duly incorporated under the laws of Tanzania with registration number 164976688 and its registered address at Jangid Plaza (Unit 402), Off Ali Hassan Mwinyi Road, Kinondoni P.O. BOX 23037, Dar es salaam, Tanzania. (hereinafter referred to as the “**Purchaser**” which expression shall where the context so admits, include and extend to persons deriving title under the Purchaser, his successors and assigns in title) of the other part;

(herein referred individually the “**Party**” and collectively the “**Parties**”)

PREAMBLE:

- A. WHEREAS** the Vendor is the lawful owner of the farm/land with admeasuring 1328 hectares situated at Taweta Village, Masagati Ward, Mlimba District, Morogoro, Tanzania (herein after referred to as the “**Property**”)
- B. WHEREAS** the Vendor is desirous to sell the Property described above free from any encumbrances and the Purchaser has willingly agreed to purchase the said Property under the terms and conditions set forth in this Agreement.
- C. WHEREAS** the Vendor agrees to purchase the Property through the Tanzania Investment Centre (the “**TIC**”) and obtain a Derivative Title of the Property under the TIC.

D. **WHEREAS** this Agreement records the terms and conditions upon which the Parties will engage and cooperate with each other, which terms and conditions shall constitute a binding and enforceable agreement between the Parties and their representatives.

NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

NOW THIS AGREEMENT WITNESSTH and IT IS HEREBY AGREED as follows:

1. DEFINITION

1.1. In this Agreement, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) shall bear corresponding meanings:

"Agreement" means this Sale Agreement including all Annexures, appendices, hereto and subsequent amendments, additions, restatements or modifications made hereto from time to time in accordance with the provisions hereof and all other documents incorporated herein by reference, all of which make an integral part of and will be read as if included within the text of this Agreement.

"Applicable laws" means all applicable laws in United Republic of Tanzania including but not limited to statutes, regulations, rules, circulars, orders, directives, requirements, standards, guidelines and industry codes of practice, including the rules of any stock exchange or listing authority, in each case having legal effect or stipulated by any Regulatory Body, and in force from time to time which relate to the activities of any of the Parties as envisaged by the terms of this Agreement.

"Effective Date" means the date on which the Parties sign and execute the Agreement.

"Encumbrances" means any mortgage, charge, pledge, lien, assignment, security, interest, preferential right or trust, arrangement or other encumbrance, security

agreement or arrangement of any kind or any right conferring a priority of payment.

“Phase 1- Transfer of the Property (Village Land) to General Land” means the procedure of transfer of Property which is a Village Land to General Land under the TIC from meetings of the Village Council and Village Assembly, preparation of the village land use plan, survey of the land, valuation of the land, conducting of environment impact assessment of the Property, approval of the village council deliberations of transfer of the Property to General Land by the District Authority and forwarding of the application of transfer to the Ministry of Lands, and the grant of President’s approval for the transfer of the Property to General Land followed by the transfer of the Property to General Land upon no objections after being gazetted in accordance to the applicable laws.

“Phase 2- Issuance of Certificate of Title of Right of Occupancy of the Property to the TIC” means the procedure of issuance of Certificate of Title of the Property from the gazettment of Land Form No. 1, grant of approval of the allocation of the Property to the Purchaser by the National Land Allocation Committee, preparation and registration of the Certificate of Title of the Property in the name of the TIC and issuance of the Certificate of Title of the Property to the TIC.

“Property” means the identified farm/land admeasuring 1328 hectares situated at Taweta Village, Masagati Ward, Mlimba District, Morogoro, Tanzania in accordance with Clause 2 of this Agreement and Full Farm Analysis Report marked as ANNEXURE-IRAD1 of this Agreement.

“Public authorities” means government offices including but not limited to Village Councils, District Councils, Municipal Councils, Ministry of Lands, Housing and Human Settlements Development, Tanzania Investment Centre and Tanzania Revenue Authority (TRA).

“Purchase Price” means the consideration for the purchase of the Property which is **Tanzania Shillings Five Hundred and Twenty Eight Million (TZS 528,000,000)** only to be paid to the Vendor by the Purchaser on terms provided in this Agreement.

“TIC” means Tanzania Investment Centre.

2. DESCRIPTION OF THE PROPERTY

2.1. The Property is identified as a farm/land situated at Taweta Village, Masagati Ward, Mlimba District, Morogoro Region, Tanzania, admeasuring 1328 hectares, with boundaries as stipulated below and, in the map, showing the details of the said piece of land as stipulated under Full Farm Analysis Report marked as ANNEXURE-IRAD1 of this Agreement.

North: Farm owned by Mzee John Isaya Mpolo and Family

South: Old Mlimba Farm

East: Nyave River

West: Biligu River and Uchindile Farm

3. CONSIDERATION

3.1. The Purchase Price herein reserved shall be **Tanzania Shillings Five Hundred and Twenty Eight Million (TZS 528,000,000) only**, being the consideration for the Property.

3.2. The Purchase Price shall be inclusive of all relevant taxes to the Public authorities.

3.3. The Purchaser shall be responsible for payment of all relevant costs in relation to this Agreement.

3.4. The Vendor shall be responsible for payment of all relevant taxes in relation to this Agreement.

4. MODE OF PAYMENT

4.1. Payment of the Purchase Price of the Property shall be effected by Purchaser in two instalments from the Effective date.

4.2. The First instalment of **Tanzania Shillings Four Hundred Twenty Two Million Four Hundred Thousand (TZS 422,400,000) only** shall be paid by the Purchaser on the Effective date.

4.3. The Second instalment shall be **Tanzania Shillings One Hundred Five Million Six Hundred Thousand (TZS 105,600,000) only** and the payment of the Second installment shall be effected upon the completion of the Issuance of Certificate of Title of Right of Occupancy of the Property to the TIC.

4.4. The Purchase price shall be paid through the Vendor's bank account as set forth herein;

Bank: Diamond Trust Bank

Masaki Branch

Slipway Towers, Plot No. 266, Chole Road

P.O. Box 115, Dar es salaam

Account Name: FRANK JAMES LUGEMBE

Account Number: 7054478002

5. VENDOR'S CONVENANTS

5.1. The Vendor hereby covenants to the Purchaser as follows: -

5.1.1. In the event the sale and the eventual transfers envisaged in this Sale Agreement shall fail through no fault of either the Vendor or the Purchaser, the Parties herein shall relapse to the status quo whereas all the monies paid to the Vendor by the Purchaser in consideration of the sale shall be refunded to the Purchaser in full by the Vendor.

5.1.2. The Vendor agrees to indemnify and hold harmless the Purchaser from any and all claims, demands, losses, causes of actions, judgement damages legal fees and cost but only to the extent caused by, arising out of or relating to non-adherence of the Applicable laws by the Vendor.

5.1.3. The Vendor shall indemnify and keep indemnifying the Purchaser against any loss or liability or risks which maybe suffered or incurred by the Purchaser as a result of any act or omission by the Vendor in respect of the

Property prior to completion of this Agreement, occurring or as a result of any claims that any of the warranties has been breached or is untrue or inaccurate.

6. VENDOR'S REPRESENTATIONS AND WARRANTIES

6.1. The Vendor represents and warrants as follows to the Purchaser and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement.

6.1.1. The Vendor is the rightful owner of the Property identified under the Full Farm Analysis Report marked as ANNEXURE-IRAD1 of this Agreement which are free and clear from any encumbrances, tenants and occupants.

6.1.2. The Vendor has full authority to sell, transfer and dispose of the Property and has the powers of sale derived there from, and that it has a good and subsisting right, and interest, and has full powers to sell, grant, convey, assign or otherwise dispose the said Property in the manner provided in this Agreement.

6.1.3. No third party (public or private) holds any right in the Property and no options, surfaces rights, easements have been created thereon.

6.1.4. The Property is up to date with the payment of land rent, charges and taxes of any kind required by the village council, municipal councils or other public authorities.

6.1.5. The description of the Property that appears in Village Council registry and public registries is correct and matches with its actual physical characteristics as described under ANNEXURE-IRAD1 of this Agreement.

6.1.6. The Property is not affected by any processes of reclassification, rezoning or modification of urban planning parameters.

6.1.7. There are no disputes, litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect its ability to observe or perform its material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of its knowledge and belief after making reasonable enquiries, is pending or threatened against it or the Property. In the event of such claims, the Vendor shall indemnify the Purchaser immediately.

6.1.8. There have not been incidents causing environmental damage to the Property.

6.1.9. The Vendor has good marketable right to the Property and that the Property is and shall be free from any mortgage, charge, lien, claim or any encumbrances of any nature whatsoever.

6.1.10. The Vendor shall pay all relevant taxes at respective public authorities in relation to this Agreement.

6.1.11. All information given by or on behalf of the Vendor to the Purchaser in the course of all negotiations leading to this Agreement was, when given, and remains true, complete and accurate in all respects and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading.

7. THE PURCHASER'S COVENANTS

7.1. The following shall be covenants and conditions binding the Purchaser:

7.1.1. The Purchaser has the power and capacity to enter and perform its obligations under this Agreement and the Vendor has obtained all consents under the Board Resolution marked as ANNEXURE-IRAD2 of this Agreement

to purchase the Property from the Vendor and process a derivative title through the TIC and it does not contravene or entail any breach of any Applicable laws.

7.1.2. The Purchaser confirms and acknowledges to the Vendor that the Purchaser has inspected the Property in accordance to the Full Farm Analysis Report attached as ANNEXURE-IRAD1 and the Purchaser purchases the Property with full and complete knowledge of the actual physical state and condition of the Property, subject to the terms of this Agreement, and will purchase the Property as it is in its present state and condition and the Vendor shall not be called upon to repair, develop or improve the Property in any way or manner whatsoever.

7.1.3. The Purchaser shall be responsible for payment the Purchase Price of the Property to the Vendor in accordance with Clause 4 of this Agreement and shall be responsible for payment of 10% of the village tax at respective public authorities and all costs related to this Agreement.

8. THE VENDOR'S AND PURCHASER'S COVENANTS

8.1. The Vendor and the Purchaser hereby expressly agree that the completion of this Agreement will take place on the happening of the following events:

8.1.1. Completion of the Phase 1- Transfer of the Property to General land and Phase 2- Issuance of Certificate of Title of Right of Occupancy of the Property to the TIC and registration of the Certificate of Title of Right of Occupancy Title and Derivative Title at the Registrar of Titles and issuance of a Derivative Title of the Property to the Purchaser.

8.1.2. The Purchaser shall be responsible for all the legal formalities related to this Agreement and the costs and charges thereof, and all the other costs and charges arising out and in connection with or incidental to this Agreement and transfer of the Property from the Vendor to the Purchaser

through the TIC, except those which are mandatory and liable to be paid by Vendor in Applicable laws.

8.1.3. The Vendor shall hand over the vacant possession and to the Purchaser and other documents relating to the Property and such documents shall form part of this Agreement.

9. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED FOLLOWS

9.1. Any provision of this Agreement may be amended by the written agreement between the Parties.

9.2. The Purchaser shall bear all costs of transferring ownership of the Property at the public authorities per the requirement of the Applicable laws.

9.3. A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

9.4. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

9.5. The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction will not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

9.6. Each Party to this Agreement undertakes to take all steps necessary for its implementation and to sign, from time to time all documents, contracts or writings and to do, or to see done, all which is considered necessary to be done

in order to fulfill the object of this Agreement and in order to give full effect to its provisions.

9.7. The Parties to this Agreement shall maintain confidentiality and shall not disclose to any third party, the subject matter, the terms and contents of this Agreement, except by mutual consent in writing or to the extent required by law.

9.8. Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised.

10. NOTICES

10.1. Any notice to be given under this Agreement may be given by sending the same by registered mail, by the quickest mail available to the party concerned at its address as given in Clause 10.2. below or at such other address for this purpose.

10.2. Party may have notified in writing to the other party, and such notice shall be deemed to have been received;

If sent by registered mail, within 7 days of posting;

If sent by ordinary mail, within 10 days of posting;

If sent by email, when acknowledged to have been received.

In case of a notice to the Vendor;

Frank James Lugembe

524, Serengeti Street, Mbezi Beach Africana

P.O. Box 7244

Dar es salaam

Email: franklugembe@gmail.com

In case of a notice to the Purchaser;

International Rainforest Agriculture Development Limited

P.O. Box 23037

Dar es salaam

Email: lambert@liesenberg.ch

11. DISPUTE SETTLEMENT

- 11.1. Should any dispute or difference arise between the Parties to or in connection with this Agreement (or its construction, operation or termination) or other arrangements between them connected with its implementation, the aggrieved party shall issue notice to the defaulting party within 7 days from the date the dispute or difference arose for the parties to amicably rectify and settle the same within 30 days from the date of the Notice.
- 11.2. Should the Parties fail to amicably settle the dispute within the 30 days; the dispute or difference shall within 15 days from date of failure to resolve amicably be referred to Mediation whereby an independent Mediator shall be jointly chosen by the Parties to mediate within 30 days.
- 11.3. Should Mediation fail within the thirty (30) days or should the Parties fail to agree on the selection of the Mediator within the specified period, the dispute shall be referred to Arbitration by the Parties in accordance with the Tanzania Arbitration Act, 2020.
- 11.4. The Language of Arbitration shall be English Language and each Party shall be responsible for its costs for arbitration.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the Applicable laws of the United Republic of Tanzania made and to be wholly performed within such state, without giving effect to any conflict of law provisions thereof.

IN WITNESS HEREOF, the Parties hereto have executed this Sale Agreement on the date and year written in the following manner:

SIGNED by the said **FRANK JAMES LUGEMBE**
who is personally known to me/introduced to me
by..... who is known to me personally
on this 14 day of 09 2023


.....
VENDOR

BEFORE ME:

Name: CATHERINE OSCAR MWINGI
Signature: 
Address: P.O. BOX 80409 DSM
Qualification; COMMISSIONER FOR OATHS



SEALED with the common seal of **INTERNATIONAL RAINFOREST AGRICULTURE DEVELOPMENT LIMITED** at Dar es salaam the presence of us on this 15 day of 09 2023.


.....
PURCHASER

Name : CAROL LAMBERT LIESENBERG
Signature : 
Date : 15/09/2023
Qualification: **DIRECTOR**



Name: MAURICE LEO AWITI

Signature: *Maurice Leo Awiti*

Date: 19-09-2023

Qualification: DIRECTOR

BEFORE ME:

Name: CATHERINE OSCAR MWINGI

Signature: *Catherine Oscar Mwingi*

Address: P.O. BOX 52409 NAIROBI

Qualification: COMMISSIONER FOR OATHS



ANNEXURES

ANNEXURE-IRAD1- FULL FARM ANALYSIS REPORT



ANNEXURE-IRAD1

FULL FARM ANALYSIS REPORT

LOCATION: MASAGATI, MLIMBA

SIZE OF A FARM: 1328 HECTARES

NAME OF THE CLIENT: INTERNATIONAL RAINFOREST

AGRICULTURE DEVELOPMENT LIMITED

CONTACT: +255 674 942 000

MOROGORO, TANZANIA

Aquila Eyes Group Limited Contact: aquilaeyesgroup@gmail.com

Date: March 17, 2023



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1. Location of the Study Area

Site visitation was conducted on 09th – 12th March in the year 2023 to the farm sites which is located in Masagati village of Mlimba district, Morogoro Tanzania. Figure 1 underneath reveals the aerial view of our farm sites. The farm area is **1328 Hectares**, which equalizes to **3282 Acres** pieces of land, and its deskbound on **974.8 Meters** above the sea level with the lowest height of **646.8 Meters**. The farm site seemed to have various patches vegetation cover, which included the grassland, forest and water. The western and southern part of the farm appeared to be more greenly due to numerous ponds and water streams present in the site. The farm consists of several river streams of which two of them are the major rivers. However, the main borders of the farm site are **Biligu River** and **Uchindile Farm** in the Western part, **Nyave River** in the Eastern part and **Old Mlimba Farm** in the southern part of the farm. More ever, the central part of the farm seemed to be grassier which demonstrates the presence of the slopes.

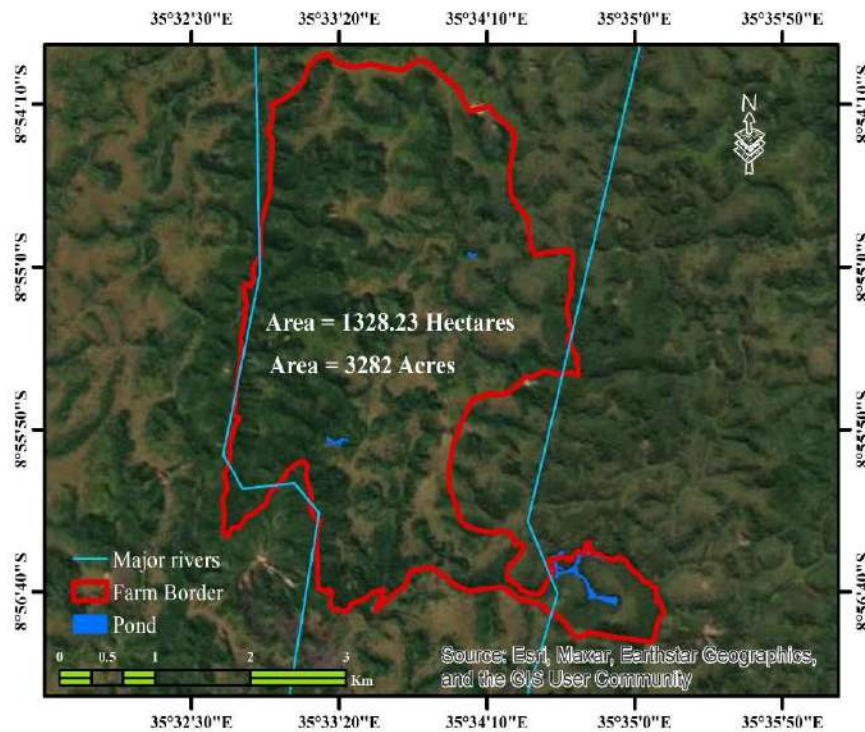


Figure 1. Farm Location

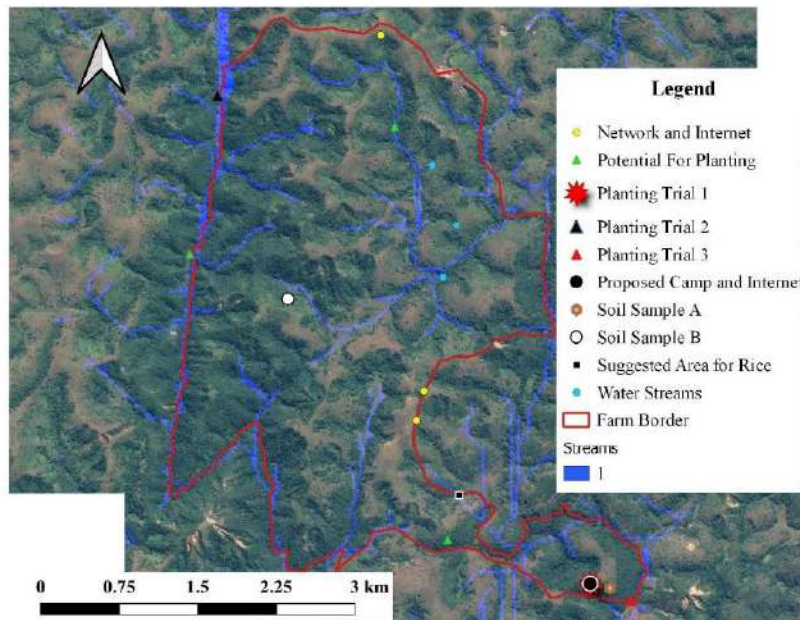


Figure 2. Location of Identified Potential Areas in the Farm

1.1 Location of the Air Strip and Flat Lands in the Farm

An airstrip is a section of land, typically long and narrow, that is specially designed and constructed for the takeoff and landing of aircraft. It is a type of runway, but typically smaller in size and often used for smaller aircraft such as helicopters, light planes, and private jets. Airstrips are commonly found in remote or rural areas, where there are no commercial airports nearby, and are often used for transportation of goods and people, as well as for emergency medical services, aerial surveys, and aerial spraying of crops. Analyzing the feasibility of an airstrip on a farm involves considering various factors such as the size of the farm, the type of aircraft that will use the airstrip, the location of the farm, and the purpose of the airstrip. Figure 3 shows the location of the airstrip in the farm which is approximated to cover an area of **39.37 Hectares**. Here are some factors to consider when analyzing the feasibility of an airstrip on a farm:

Farm size: The size of the farm will determine if there is enough space to build an airstrip. A typical airstrip for small aircraft can range from 500 to 1500 meters in length and 15 to 30 meters in width. For larger aircraft, the length of the airstrip should be longer.

Type of aircraft: The type of aircraft that will use the airstrip is an important consideration. Different types of aircraft require different lengths of runway, so it's important to determine the size of the aircraft that will be landing or taking off from the airstrip.

Location of the farm: The location of the farm is important because it will determine the availability of airspace and the requirements for air traffic control. Farms located near airports or in busy airspace may face more restrictions than those in more remote areas.

Purpose of the airstrip: The purpose of the airstrip will determine the type of facilities needed, such as hangars, fueling stations, and lighting. If the airstrip is for private use, it may require fewer facilities than if it is for commercial use.

Regulatory requirements: Building an airstrip on a farm may require permits and approvals from local and national regulatory agencies. It is important to research the regulatory requirements and ensure compliance with all regulations.

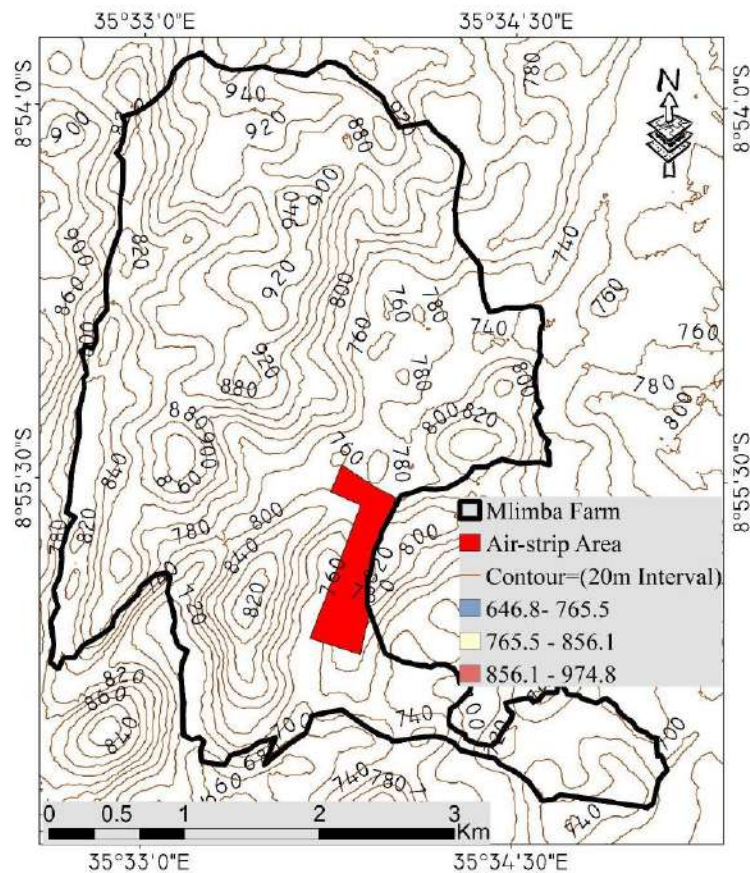


Figure 3. Location of an Airstrip in the Farm Area

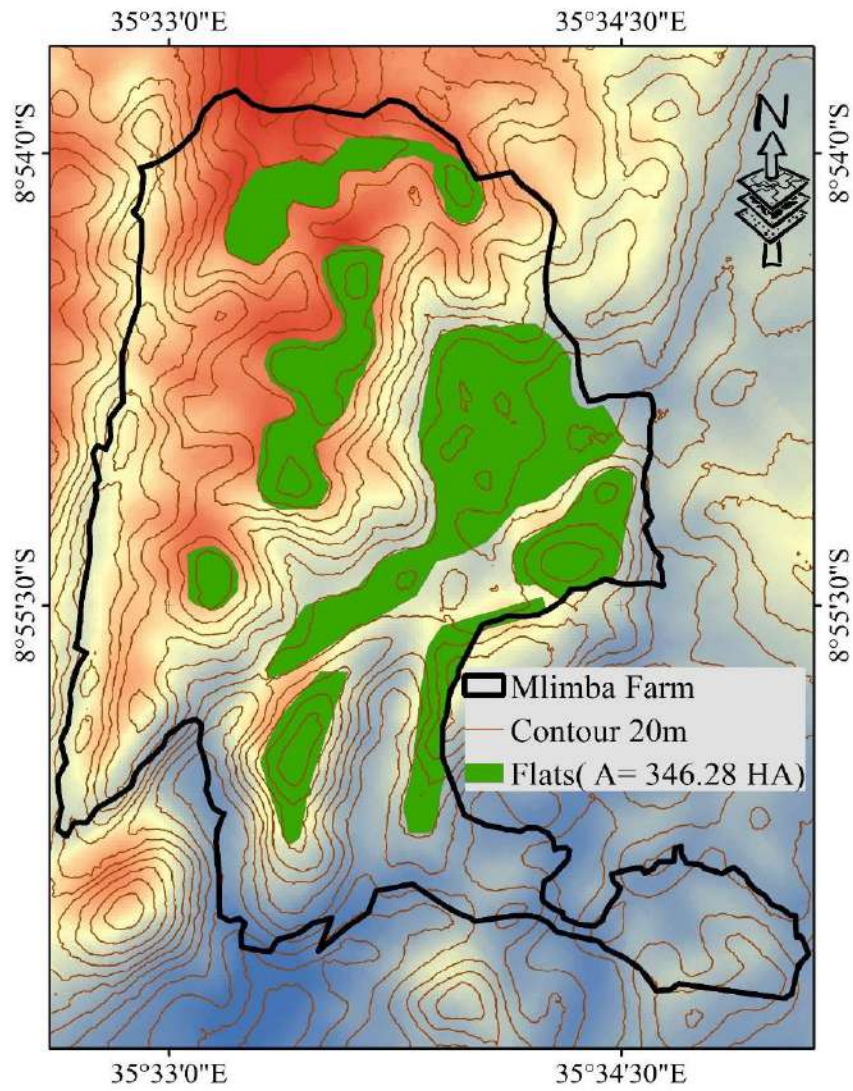


Figure 4. Location of Flat Lands in the Area



2. Topography, Land and Water Features Analysis

The section covers the detailed features including aspect, Slope, elevation, Land Use Land Cover (LULC), Soil and Dryness and Wetness of an Area.

2.1 Elevation

The elevation of a farm can have significant impacts on its agricultural productivity and profitability. In farm analysis, elevation refers to the height of a particular piece of land above sea level. High-elevation farms tend to have cooler temperatures, which can be beneficial crops that thrive in cooler conditions, such as fruits, vegetables, and certain grains. Low-elevation farms tend to have warmer temperatures, which can be advantageous for crops that require a longer growing season and more heat, such as cotton, soybeans, and corn. Figure 4 illustrates that the farm elevation is **974.8m** as the highest distance. From the farm site, the highest elevation was more in the northern part of the farm as the highest contours were **950m** with the difference of **10m** from one contour to another. Thus, the higher the contour, elevation the higher slope, and vice versa. Therefore, the northern part of an area faces a higher slope due to the existing elevations. More ever, the elevation of the farm is suitable for the production of various spice species demonstrated in Table 1

Table 1. Shows various species with the respective supporting elevation for their growth

| S/No | SPICE NAME | ELEVATION |
|------|-------------|------------------------|
| 1 | Black Paper | 800m – 1500m |
| 2 | Vanilla | below 1500m |
| 3 | Cardamon | 600m – 1200m and above |
| 4 | Cinnamon | up to 1000m |
| 5 | Ginger | Up to 1500m and above |
| 6 | Clove | Up to 1500m |
| 7 | Turmeric | Up to 1500m |



2. Topography, Land and Water Features Analysis

The section covers the detailed features including aspect, Slope, elevation, Land Use Land Cover (LULC), Soil and Dryness and Wetness of an Area.

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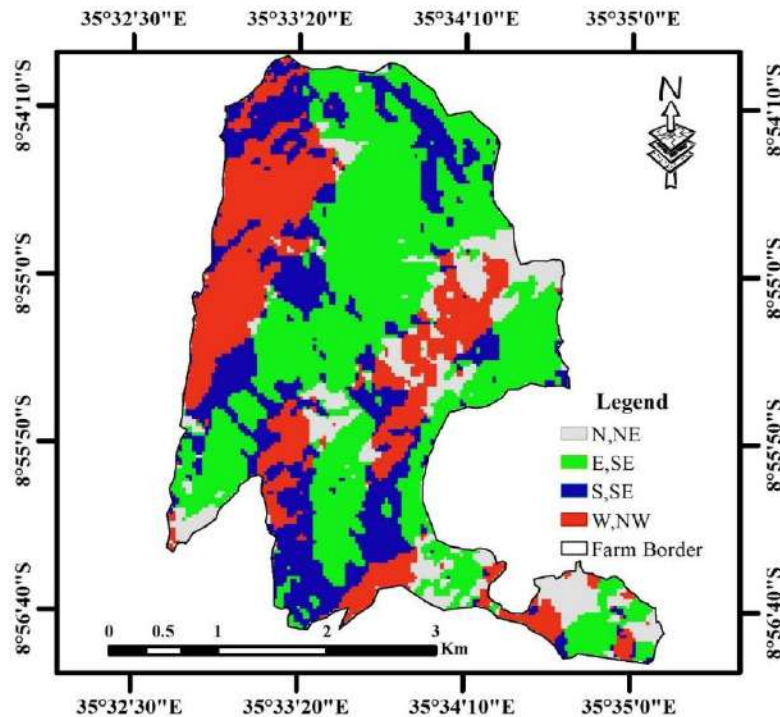


Figure 6. Aspect of an Area

2.3 Land Use Land Cover

LULC refers to the physical and biological cover of the land, including vegetation, water bodies, and human-made features such as buildings and roads.

Vegetation cover is a critical factor because it directly influences soil quality, water availability, and biodiversity. Vegetation cover can affect soil moisture retention, nutrient cycling, and erosion control, which are essential for crop growth and productivity. Additionally, vegetation cover provides habitat and food for beneficial insects and other organisms that contribute to crop pollination and pest control. In Figure 6 below, the farm area appeared to be covered by three types of vegetation, which included - Forest covering a huge area of around 983.61 Hectares, Water covering Land area of 253.43 Hectares and Grassland covering a small amount of Land about 90.92 Hectares (Table 2). However, the farm site consisted of various ponds and several river streams, which makes up class of water apart from the bordering rivers. The areas with Forest aimed to be important and most useful as maintain the soil moisture, which supports the growth of various crops (spice crops) during water deficit. However, they can be used for wood harvesting, charcoal burning and water logging that supports the growth of crops that needs a high amount of water like rice, soybeans and Sugarcane. More ever, Grassland is an important land cover type that is commonly used for livestock grazing and hay

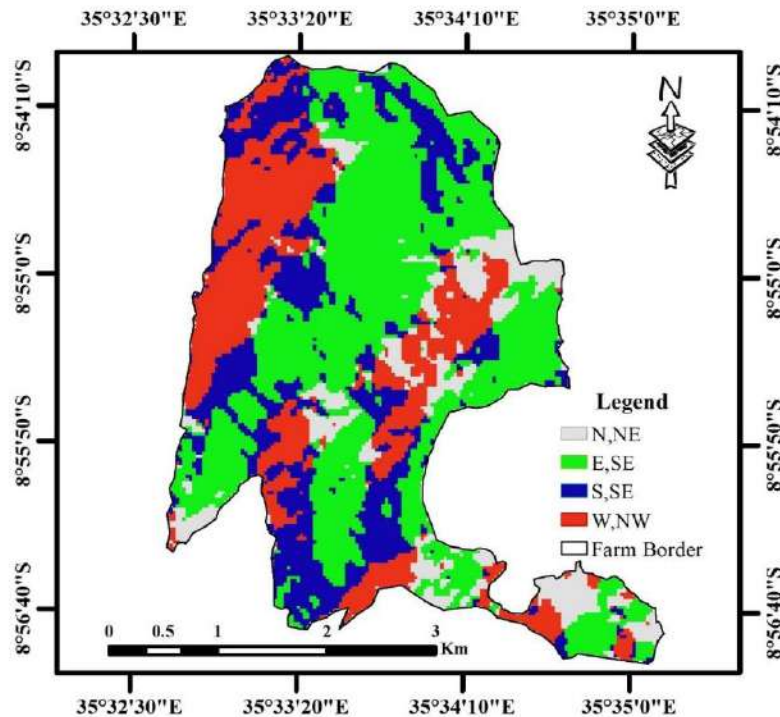


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2.3 Land Use Land Cover

LULC refers to the physical and biological cover of the land, including vegetation, water bodies, and human-made features such as buildings and roads.

Vegetation cover is a critical factor because it directly influences soil quality, water availability, and biodiversity. Vegetation cover can affect soil moisture retention, nutrient cycling, and erosion control, which are essential for crop growth and productivity. Additionally, vegetation cover provides habitat and food for beneficial insects and other organisms that contribute to crop pollination and pest control. In Figure 6 below, the farm area appeared to be covered by three types of vegetation, which included - Forest covering a huge area of around 983.61 Hectares, Water covering Land area of 253.43 Hectares and Grassland covering a small amount of Land about 90.92 Hectares (Table 2). However, the farm site consisted of various ponds and several river streams, which makes up class of water apart from the bordering rivers. The areas with Forest aimed to be important and most useful as maintain the soil moisture, which supports the growth of various crops (spice crops) during water deficit. However, they can be used for wood harvesting, charcoal burning and water logging that supports the growth of crops that needs a high amount of water like rice, soybeans and Sugarcane. More ever, Grassland is an important land cover type that is commonly used for livestock grazing and hay



2.4 Soil of the Farm site

The farm site of an area comprises of soil group (Figure 7). Haplic Acrisols are a soil classification used in farm analysis, typically found in tropical and subtropical regions with a moderate to high rainfall. They are characterized by a clay-enriched subsoil layer and a lower content of organic matter. These soils can support a variety of crop types, including spice crops, but require careful management to optimize productivity.

Haplic Acrisols can support a variety of spice crops that are commonly grown in tropical and subtropical regions. Some examples of spice crops that can be grown on Haplic Acrisols include:

Black pepper: Black pepper is a vine that requires a well-draining soil with a high organic matter content. Haplic Acrisols can provide suitable growing conditions for black pepper, especially if they are managed to maintain adequate moisture levels.

Cardamom: Cardamom is a perennial plant that requires a warm and moist environment. Haplic Acrisols can provide suitable growing conditions for cardamom, especially if they are managed to maintain adequate moisture levels and soil fertility.

Cloves: Cloves are the flower buds of an evergreen tree that requires a well-draining soil with a high organic matter content. Haplic Acrisols can provide suitable growing conditions for cloves, especially if they are managed to maintain adequate moisture levels and soil fertility.

Cinnamon: Cinnamon is a tree that requires a well-draining soil with a high organic matter content. Haplic Acrisols can provide suitable growing conditions for cinnamon, particularly if they are managed to maintain adequate moisture levels and soil fertility.

To optimize productivity on Haplic Acrisols, farmers should consider soil fertility management, irrigation, and pest control measures. Maintaining soil organic matter through practices such as cover cropping and compost application can help to improve soil fertility and water-holding capacity. Additionally, farmers should consider using integrated pest management strategies to control pest and disease outbreaks.

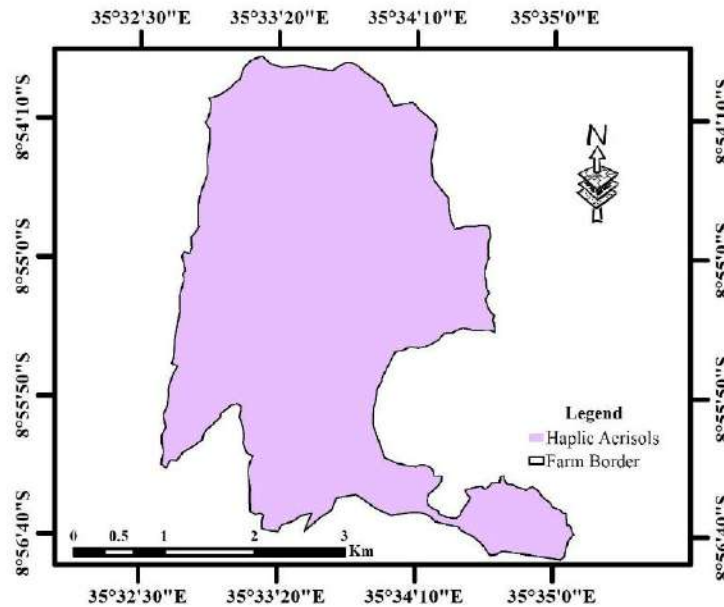


Figure 8. Available soil for the farm Site

2.5 Dryness and Wetness of an Area

The dryness or wetness of an area can have a significant impact on agricultural productivity and the selection of crops to be grown. Dryness is typically characterized by a lack of moisture, which can limit crop growth and yield. In dry areas, farmers may need to use irrigation to supplement rainfall or choose drought-tolerant crops that are better adapted to low-moisture conditions. Examples of drought-tolerant crops include millet, sorghum, and some varieties of beans. Wetness, on the other hand, can lead to waterlogging and soil saturation, which can also limit crop growth and yield. In wet areas, farmers may need to use drainage systems to manage excess moisture or choose crops that are more tolerant of wet conditions. Examples of wet-tolerant crops include rice, taro, and some varieties of water-loving vegetables such as watercress.

In Figure 8 below, visualizes the wetness and dryness of the land surface features. In the Western part of the farm site seems to be drier compared other parts and this is because of the gentle slopes present triggered by **Biligu river**. Probable, in the Southern and eastern part where **Nyave river** originates also seemed to be dried as there are high slopes which allow the water to flow in the river. Thus, the site consists many parts of the wet areas and various river streams in its middle areas, and mostly in the North east and Eastern parts which demonstrates the presence of the water logging in the areas. However, this is due to the presence of high vegetation which keeps the area wet and fully moisture.

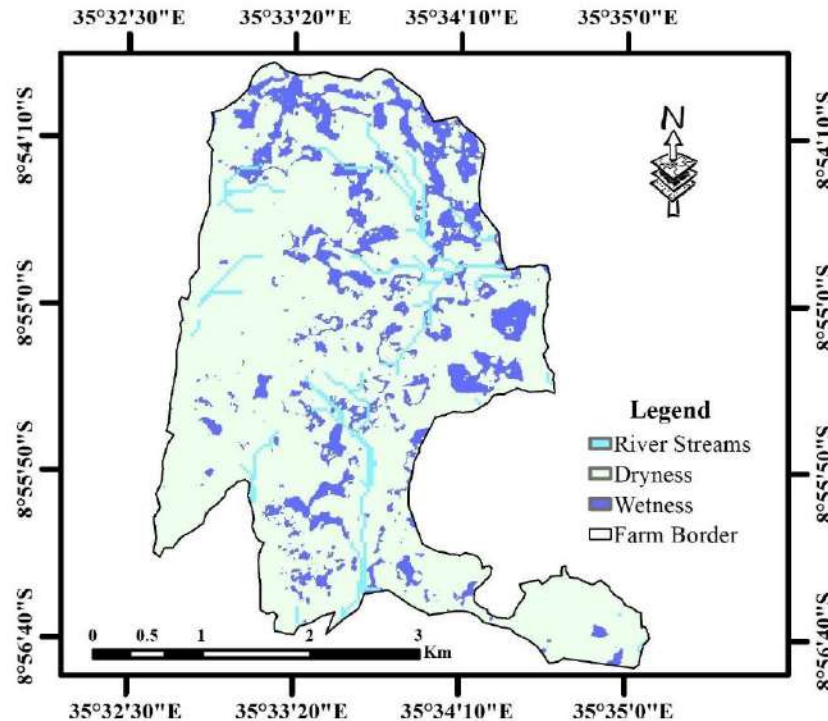


Figure 9. Wetness and Dryness of the Farm Site

3. Climate Variation and Weather Analysis

This section consists of Precipitation, Temperature, Soil Moisture and Climate Water Deficit.

3.1 Precipitation and Temperature

The farm is located in the ecoregion known as tropical and subtropical savannas and grassland. Tropical and subtropical savannas and grasslands are important regions for spice crop cultivation due to their warm temperatures, adequate rainfall, and fertile soils. These regions are found in many parts of the world, including Africa, Asia, Australia, and South America. In general, the area has an equatorial climate which is a habitable for various grain crops such as maize, vegetables, Cash and short period crops are also habitable but it is worth to note that different crops have different demands in terms of climate. With this climate, the area received an average precipitation of **1625.96mm** in the year 2018. The pattern of the last 4 years reveals that, our farm receive precipitation in two main seasons SPRING (Late January-May) and

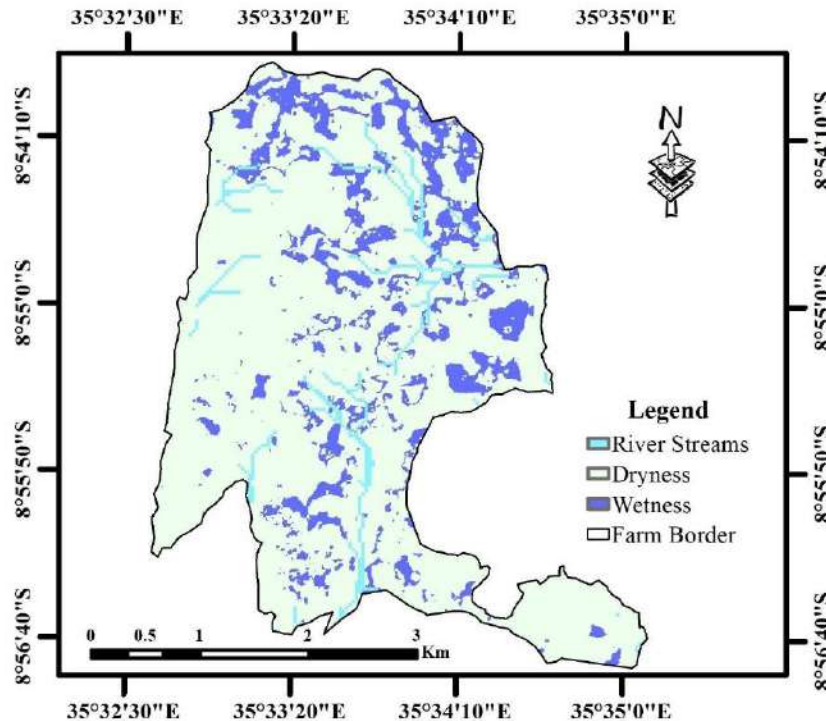


Figure 9. Wetness and Dryness of the Farm Site

3. Climate Variation and Weather Analysis

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3.1 Precipitation and Temperature

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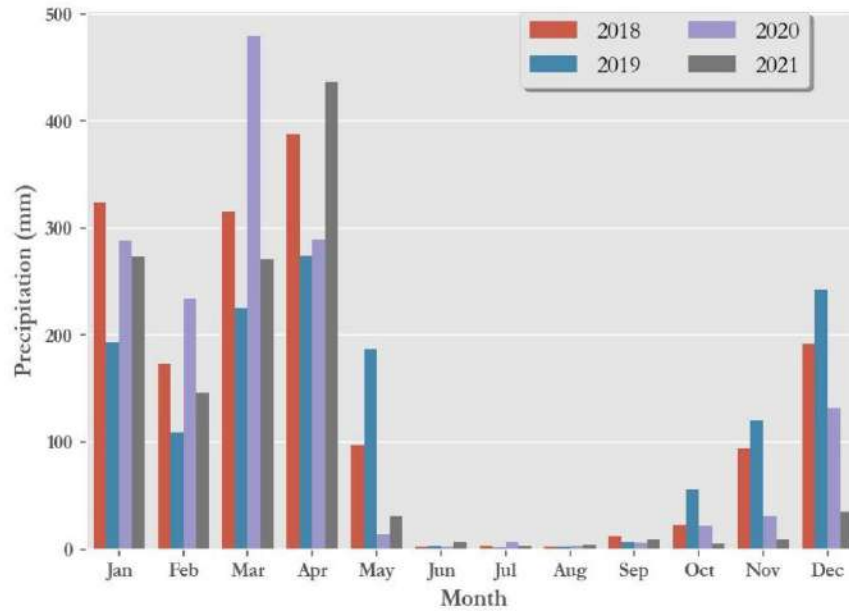


Figure 10. Average Precipitation of an Area

On the other hand, the farm site experiences a highest rise in temperature in the month of August to November. Figure 10, demonstrates that the previous four years (2018 to 2021) which have been used for the review, shows that an area experience a rise in temperature in the mentioned months in which it rises up 32.37°C in November. Thus, proving that the area is most dry in these months as the temperature is high too, that doesn't support any plantation activities else with the irrigation practice. Additionally, the farm site faces a fall or temperature in the months of April to July which is below 25°C .

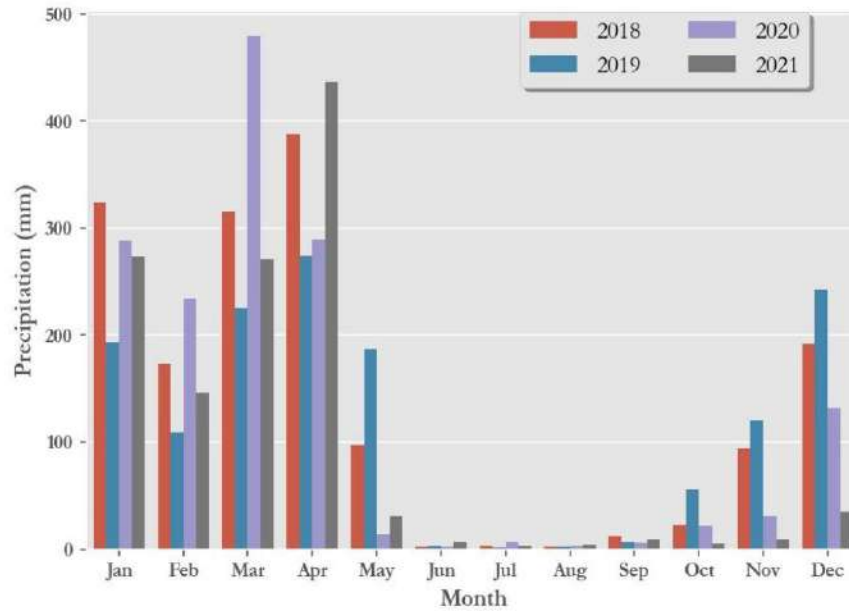


Figure 10. Average Precipitation of an Area

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4. APPENDIX
I. CLIMATE DATA

Table 3. Monthly Precipitation of an Area

| Year | Month | | | | | | | | | | | | Annual Precipitation (mm) |
|------|--------|--------|--------|--------|--------|------|------|------|-------|-------|--------|--------|---------------------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | |
| 2018 | 323.72 | 172.91 | 315.42 | 388.28 | 97.32 | 2.27 | 3.30 | 1.95 | 11.90 | 23.13 | 93.89 | 191.87 | 1625.96 |
| 2019 | 193.75 | 108.73 | 224.98 | 273.89 | 187.30 | 3.50 | 1.00 | 2.00 | 7.06 | 55.73 | 120.54 | 242.59 | 1421.06 |
| 2020 | 288.42 | 234.05 | 479.20 | 289.23 | 13.47 | 2.50 | 6.95 | 3.41 | 5.59 | 21.56 | 30.96 | 131.57 | 1506.92 |
| 2021 | 273.53 | 146.62 | 270.67 | 436.56 | 30.60 | 6.74 | 3.58 | 4.42 | 9.82 | 5.13 | 9.16 | 35.56 | 1232.38 |

Table 4. Monthly average Temperature of the Farm in °C.

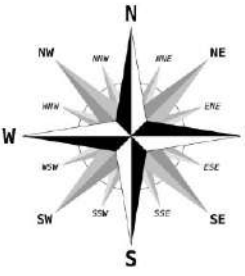
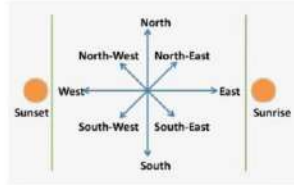
| Year | Month | | | | | | | | | | | |
|------|-------|------|------|------|------|------|------|------|------|------|------|------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| 2018 | 27.3 | 28.9 | 26.9 | 26.4 | 25.6 | 25.0 | 24.3 | 25.8 | 28.0 | 28.8 | 30.0 | 29.4 |
| 2019 | 29.6 | 29.2 | 29.3 | 28.2 | 27.2 | 26.0 | 26.1 | 28.0 | 29.5 | 30.1 | 31.2 | 30.0 |
| 2020 | 29.1 | 29.3 | 28.4 | 27.9 | 26.7 | 26.3 | 25.3 | 27.0 | 28.6 | 30.8 | 31.1 | 31.2 |
| 2021 | 28.3 | 28.9 | 28.1 | 27.2 | 25.8 | 25.6 | 25.3 | 27.1 | 28.8 | 30.4 | 32.4 | 31.7 |

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II. WIND DIRECTION

| Local date | Friday, Mar 17 | | | | | | | | | | | | Saturday, Mar 18 | | | | | | | | | | | |
|-----------------------------|----------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Local time | 00 | 05 | 10 | 15 | 20 | 25 | 30 | 35 | 40 | 45 | 50 | 55 | 00 | 05 | 10 | 15 | 20 | 25 | 30 | 35 | 40 | 45 | 50 | 55 |
| Wind direction | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ | ↘ |
| Wind speed (km/h) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Wind gust (km/h) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Humidity (%) | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 |
| Temperature (°C) | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 |
| Atmospheric pressure (hPa) | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 | 1013 |
| Atmospheric pressure (mmHg) | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 |
| Atmospheric pressure (inHg) | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 | 29.92 |



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III. COORDINATES

Table 5. Potential Areas identified in the Farm

| S/No | X | Y | Description |
|------|--------|---------|-------------------------|
| 1 | 783953 | 9010266 | Network and Internet |
| 2 | 782114 | 9011877 | Network and Internet |
| 3 | 782189 | 9012153 | Network and Internet |
| 4 | 781799 | 9015534 | Network and Internet |
| 5 | 782380 | 9013239 | Water Streams |
| 6 | 782375 | 9013232 | Water Streams |
| 7 | 782512 | 9013726 | Water Streams |
| 8 | 782280 | 9014297 | Water Streams |
| 9 | 783763 | 9010308 | Planting Trial 1 |
| 10 | 780232 | 9014971 | Planting Trial 2 |
| 11 | 784155 | 9010139 | Planting Trial 3 |
| 12 | 781926 | 9014663 | Potential For Planting |
| 13 | 779961 | 9013465 | Potential For Planting |
| 14 | 782404 | 9010735 | Potential For Planting |
| 15 | 783763 | 9010308 | Proposed Camp |
| 16 | 783953 | 9010266 | Soil Sample A |
| 17 | 780892 | 9013038 | Soil Sample B |
| 18 | 782114 | 9011877 | Soil Sample C |
| 19 | 782189 | 9012153 | Soil Sample D |
| 20 | 781799 | 9015534 | Soil Sample E |
| 21 | 782515 | 9011157 | Suggested Area for Rice |

Table 6. Farm Coordinates

| S/NO | X | Y | DESCRIPTION |
|------|--------|---------|-------------|
| 1 | 784167 | 9010132 | |
| 2 | 784198 | 9010152 | |
| 3 | 784207 | 9010157 | |
| 4 | 784224 | 9010243 | |
| 5 | 784249 | 9010337 | |
| 6 | 784273 | 9010364 | |
| 7 | 784307 | 9010403 | |
| 8 | 784273 | 9010494 | |
| 9 | 784255 | 9010515 | |
| 10 | 784238 | 9010507 | |
| 11 | 784234 | 9010555 | |
| 12 | 784229 | 9010609 | |
| 13 | 784230 | 9010640 | |
| 14 | 784196 | 9010644 | |
| 15 | 784155 | 9010678 | |
| 16 | 784086 | 9010708 | |
| 17 | 784048 | 9010762 | |
| 18 | 783991 | 9010797 | |
| 19 | 783944 | 9010846 | |
| 20 | 783931 | 9010878 | |
| 21 | 783858 | 9010934 | Ikunango |
| 22 | 783838 | 9010928 | |
| 23 | 783784 | 9010900 | |
| 24 | 783685 | 9010930 | |
| 25 | 783656 | 9010954 | |
| 26 | 783571 | 9010965 | |
| 27 | 783537 | 9011027 | |
| 28 | 783539 | 9011066 | |
| 29 | 783501 | 9011058 | |
| 30 | 783493 | 9010979 | |
| 31 | 783404 | 9010978 | |
| 32 | 783361 | 9010930 | |
| 33 | 783319 | 9010903 | |
| 34 | 783294 | 9010937 | |
| 35 | 783240 | 9010934 | |
| 36 | 783113 | 9010900 | |
| 37 | 783124 | 9010856 | |
| 38 | 783165 | 9010816 | |
| 39 | 783145 | 9010766 | |
| 40 | 783104 | 9010720 | |
| 41 | 783066 | 9010652 | |
| 42 | 783056 | 9010619 | |



| | | | |
|----|--------|---------|-----------|
| 43 | 783008 | 9010586 | |
| 44 | 782964 | 9010502 | |
| 45 | 782909 | 9010595 | |
| 46 | 782812 | 9010667 | |
| 47 | 782818 | 9010636 | |
| 48 | 782751 | 9010693 | |
| 49 | 782696 | 9010744 | |
| 50 | 782692 | 9010781 | |
| 51 | 782704 | 9010858 | |
| 52 | 782758 | 9010894 | |
| 53 | 782816 | 9010957 | |
| 54 | 782846 | 9010994 | |
| 55 | 782854 | 9011049 | Nyave |
| 56 | 782833 | 9011063 | Nyave |
| 57 | 782772 | 9011048 | Camp 1 |
| 58 | 782791 | 9011058 | |
| 59 | 782758 | 9011112 | |
| 60 | 782721 | 9011155 | |
| 61 | 782665 | 9011182 | |
| 62 | 782602 | 9011185 | |
| 63 | 782560 | 9011170 | |
| 64 | 782513 | 9011176 | Rice Area |
| 65 | 782470 | 9011178 | |
| 66 | 782404 | 9011196 | |
| 67 | 782348 | 9011207 | |
| 68 | 782300 | 9011230 | |
| 69 | 782222 | 9011265 | |
| 70 | 782087 | 9011628 | |
| 71 | 782093 | 9011819 | |
| 72 | 782116 | 9011879 | |
| 73 | 782123 | 9011961 | |
| 74 | 782138 | 9012034 | |
| 75 | 782188 | 9012119 | |
| 76 | 782195 | 9012159 | Ichuire |
| 77 | 782339 | 9012435 | |
| 78 | 782426 | 9012457 | |
| 79 | 782499 | 9012486 | |
| 80 | 782590 | 9012478 | |
| 81 | 782674 | 9012490 | |
| 82 | 782743 | 9012524 | |
| 83 | 782823 | 9012573 | |
| 84 | 782877 | 9012647 | |
| 85 | 782969 | 9012647 | |
| 86 | 783024 | 9012678 | |
| 87 | 783086 | 9012705 | |
| 88 | 783213 | 9012672 | |



| | | | |
|-----|--------|---------|--------|
| 89 | 783370 | 9012681 | |
| 90 | 783437 | 9012660 | |
| 91 | 783431 | 9012659 | |
| 92 | 783432 | 9012756 | |
| 93 | 783414 | 9012784 | |
| 94 | 783431 | 9012837 | |
| 95 | 783383 | 9012889 | |
| 96 | 783334 | 9013012 | |
| 97 | 783377 | 9013084 | |
| 98 | 783345 | 9013145 | |
| 99 | 783340 | 9013224 | |
| 100 | 783324 | 9013267 | |
| 101 | 788312 | 9013309 | |
| 102 | 783333 | 9013365 | |
| 103 | 783373 | 9013475 | |
| 104 | 783361 | 9013500 | |
| 105 | 783369 | 9013540 | |
| 106 | 783366 | 9013607 | |
| 107 | 783371 | 9013668 | |
| 108 | 783391 | 9013705 | |
| 109 | 783369 | 9013824 | Muhoro |
| 110 | 783382 | 9013791 | |
| 111 | 783360 | 9013830 | |
| 112 | 783293 | 9013837 | |
| 113 | 783235 | 9013823 | |
| 114 | 783113 | 9013824 | |
| 115 | 783050 | 9013800 | |
| 116 | 782993 | 9013795 | |
| 117 | 782957 | 9013878 | |
| 118 | 782934 | 9013986 | |
| 119 | 782929 | 9014051 | |
| 120 | 782923 | 9014137 | |
| 121 | 782769 | 9014325 | |
| 122 | 782744 | 9014396 | |
| 123 | 782744 | 9014451 | |
| 124 | 782733 | 9014556 | |
| 125 | 782743 | 9014626 | |
| 126 | 782797 | 9014906 | |
| 127 | 782771 | 9014963 | |
| 128 | 782687 | 9015050 | |
| 129 | 782602 | 9015120 | |
| 130 | 782529 | 9015196 | |
| 131 | 782327 | 9015157 | |
| 132 | 782241 | 9015293 | |
| 133 | 782199 | 9015383 | |
| 134 | 782097 | 9015461 | |



| | | | |
|-----|--------|---------|--------|
| 135 | 781983 | 9015540 | |
| 136 | 781932 | 9015596 | |
| 137 | 781855 | 9015631 | |
| 138 | 781790 | 9015638 | |
| 139 | 781724 | 9015599 | |
| 140 | 781640 | 9015549 | |
| 141 | 781403 | 9015584 | |
| 142 | 781314 | 9015607 | |
| 143 | 781206 | 9015590 | |
| 144 | 781083 | 9015581 | |
| 145 | 780964 | 9015619 | |
| 146 | 780860 | 9015706 | |
| 147 | 780738 | 9015659 | |
| 148 | 780658 | 9015573 | |
| 149 | 780616 | 9015459 | |
| 150 | 780514 | 9015361 | |
| 151 | 780443 | 9015308 | |
| 152 | 780381 | 9015272 | |
| 153 | 780312 | 9015249 | |
| 154 | 780278 | 9015240 | |
| 155 | 780297 | 9015188 | |
| 156 | 780283 | 9015087 | |
| 157 | 780257 | 9015001 | |
| 158 | 780232 | 9014971 | Camp 2 |
| 159 | 780282 | 9014907 | |
| 160 | 780281 | 9014741 | |
| 161 | 780263 | 9014641 | |
| 162 | 780256 | 9014536 | |
| 163 | 780260 | 9014492 | |
| 164 | 780260 | 9014402 | |
| 165 | 780209 | 9014259 | |
| 166 | 780160 | 9014102 | |
| 167 | 780154 | 9013946 | |
| 168 | 780162 | 9013810 | |
| 169 | 780076 | 9013701 | |
| 170 | 780085 | 9013593 | |
| 171 | 780057 | 9013523 | |
| 172 | 780003 | 9013543 | |
| 173 | 779976 | 9013496 | |
| 174 | 780010 | 9013335 | |
| 175 | 779987 | 9013307 | |
| 176 | 779991 | 9013231 | |
| 177 | 779981 | 9013174 | |
| 178 | 779954 | 9013048 | |
| 179 | 779959 | 9012885 | |
| 180 | 779945 | 9012812 | |



| | | | |
|-----|--------|---------|------------|
| 181 | 779921 | 9012272 | |
| 182 | 779897 | 9012589 | |
| 183 | 779893 | 9012505 | |
| 184 | 779882 | 9012378 | |
| 185 | 779861 | 9012314 | |
| 186 | 779873 | 9012189 | |
| 187 | 779823 | 9012029 | |
| 188 | 779831 | 9011958 | |
| 189 | 779809 | 9011840 | |
| 190 | 779766 | 9011734 | |
| 191 | 779798 | 9011607 | |
| 192 | 779745 | 9011507 | |
| 193 | 779770 | 9011331 | |
| 194 | 779757 | 9011408 | |
| 195 | 779743 | 9011200 | |
| 196 | 779802 | 9011157 | |
| 197 | 779794 | 9011157 | |
| 198 | 779842 | 9011235 | |
| 199 | 779875 | 9011237 | River Flow |
| 200 | 779920 | 9011234 | |
| 201 | 779986 | 9011327 | |
| 202 | 780100 | 9011390 | |
| 203 | 780196 | 9011463 | |
| 204 | 780215 | 9011527 | |
| 205 | 780251 | 9011576 | |
| 206 | 780315 | 9011634 | |
| 207 | 780397 | 9011714 | |
| 208 | 780409 | 9011761 | |
| 209 | 780409 | 9011761 | |
| 210 | 780477 | 9011809 | |
| 211 | 780514 | 9011848 | |
| 212 | 780590 | 9011866 | |
| 213 | 780624 | 9011833 | |
| 214 | 780621 | 9011787 | |
| 215 | 780610 | 9011717 | |
| 216 | 780647 | 9011599 | |
| 217 | 780663 | 9011502 | |
| 218 | 780649 | 9011429 | |
| 219 | 780688 | 9011326 | |
| 220 | 780730 | 9011298 | |
| 221 | 780757 | 9011288 | |
| 222 | 780743 | 9011256 | |
| 223 | 780716 | 9011181 | |
| 224 | 780709 | 9011105 | |
| 225 | 780718 | 9010998 | |



| | | | |
|-----|--------|---------|----------------|
| 226 | 780864 | 9010478 | Camp ya Mzungu |
| 227 | 780727 | 9010903 | |
| 228 | 780723 | 9010810 | |
| 229 | 780724 | 9010731 | |
| 230 | 780729 | 9010661 | |
| 231 | 780789 | 9010629 | |
| 232 | 780847 | 9010644 | |
| 233 | 780878 | 9010615 | |
| 234 | 780855 | 9010548 | |
| 235 | 780861 | 9010472 | Camp 3 |
| 236 | 780892 | 9010464 | |
| 237 | 780969 | 9010447 | |
| 238 | 781035 | 9010450 | |
| 239 | 781076 | 9010513 | |
| 240 | 781212 | 9010560 | |
| 241 | 781294 | 9010609 | |
| 242 | 781414 | 9010635 | |
| 243 | 781508 | 9010593 | |
| 244 | 781589 | 9010653 | |
| 245 | 781630 | 9010685 | |
| 246 | 781686 | 9010812 | |
| 247 | 781902 | 9010845 | |
| 248 | 782110 | 9010707 | |
| 249 | 782172 | 9010671 | |
| 250 | 782255 | 9010634 | |
| 251 | 782276 | 9010624 | |
| 252 | 782381 | 9010924 | |
| 253 | 782518 | 9010652 | |
| 254 | 782592 | 9010657 | |
| 255 | 782657 | 9010637 | |
| 256 | 782720 | 9010607 | |
| 257 | 782782 | 9010551 | |
| 258 | 783029 | 9010491 | |
| 259 | 783075 | 9010446 | |
| 260 | 781333 | 9010446 | |
| 261 | 783186 | 9010388 | |
| 262 | 783281 | 9010315 | |
| 263 | 783382 | 9010183 | |
| 264 | 783462 | 9010187 | |
| 265 | 783517 | 9010225 | |
| 266 | 784165 | 9010126 | |



5. DECLARATION

We hereby declare that the findings and recommendations presented in this farm analysis report, which was conducted onsite, integrated with satellite technologies (GIS and RS), are accurate and based on the best available data at the time of the analysis. We acknowledge that the use of GIS and RS tools is subject to certain limitations, and the results presented in this report should be interpreted in light of these limitations. We encourage farmers and other stakeholders to continue to leverage these technologies to improve land use and management practices and contribute to sustainable agricultural development.

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INTERNATIONAL RAINFOREST AGRICULTURE

DEVELOPMENT LIMITED

BOARD RESOLUTION FOR PURCHASE OF FARM/LAND FOR MLIMBA PROJECT INVESTMENT
AND REGISTRATION OF THE COMPANY AT THE TANZANIA INVESTMENT CENTRE

At a meeting of the Board of Directors of **INTERNATIONAL RAINFOREST AGRICULTURE DEVELOPMENT LIMITED** (the "Company") whose registration number is 164976688 and whose registered address is at Plot G6, 4th Floor, Unit 402, Chaburuma Street, Off Ali Hassan Mwinyi Road, Dar Es Salaam, held on July 10, 2023.

The quorum was met and therefore the meeting took place in accordance to the Company's Articles of Association.

QUORUM:

- i. **CARL-LAMBERT LIESENBERG- CHAIRPERSON/DIRECTOR**
- ii. **MAURICE LEO AWITI- DIRECTOR**
- iii. **SHIKANA GROUP LIMITED- COMPANY SECRETARY**

The Chairman informed the Board of Directors that the Company wishes to invest in Mlimba Morogoro, Tanzania to carry out the Mlimba Project in accordance with the Memorandum and Articles of Association of the Company, to purchase the farm/ land through the Tanzania Investment Centre and obtain a Derivative Title of the land. The Company wishes to be registered under the Tanzania Investment Centre.

Upon motion duly passed, the Board considered the same and the following resolution was passed:-

It was **unanimously resolved** that:

- I. The consent of the Board of Directors of the Company be and is hereby given to the Company to make an investment of United States Dollars Fifty Million (USD 50,000,000) for the production of spices and other crops (the "Mlimba Project").

- II. The Company wishes to be registered under the Tanzania Investment Centre for the Mlimba Project.
- III. The Company authorizes its Company secretary, Shikana Group Limited who is also the legal representative to submit the application on behalf of the Company and follow up on the registration process at the Tanzania Investment Centre.
- IV. Approval be and is hereby given to the Company to invest in the farm/land at Taweta Village, Masagati ward, Mlimba District, Morogoro, Tanzania.
- V. The Company be authorized to purchase the farm/land admeasuring 1328 hectares situated at Taweta Village, Masagati Ward, Mlimba District, Morogoro, Tanzania from the Vendor- Frank James Lugembe a natural person with national identification number 19920730111010000623 whose address is at 524, Serengeti Street, Mbezi Beach Africana P.O. Box 7244, Dar es salaam, Tanzania at a consideration of **Tanzanian Shillings Five Hundred and Twenty Eight Million (TZS 528,000,000) only** for the Mlimba Project.
- VI. Approval of the Board of Directors of the Company is hereby given to the Company to purchase the farm/land from Frank James Lugembe and process the derivative title of the land through Tanzania Investment Centre.

We, **Carl-Lambert Liesenberg** and **Shikana Group Limited** do hereby certify that we are the duly appointed director and company secretary respectively of **International Rainforest Agriculture Development Limited**, a limited company organized and existing under the laws of the United Republic of Tanzania and that the resolutions set forth above was duly adopted by the Board of Directors of the Company on July 10, 2023 and that the said resolution has not been modified or rescinded and is now in full force and effect and is in conformity with the provisions of the Articles of Association of the Company.

SIGNATURES:

CARL-LAMBERT LIESENBERG



DIRECTOR



SHIKANA GROUP LIMITED



COMPANY SECRETARY