

FACILITY LETTER

FROM

CRDB BANK PLC

TO

INFINITY REAL ESTATE DODOMA COMPANY LIMITED

Drawn by:

CRDB Bank Plc
CRDB Headquarters
Plot No.25 & 26 Ally Hassan Mwinyi Road &
Plot No.21 Barrack Obama Road
P.O. Box 268, 11101 Dar es Salaam, Tanzania

Initials: Bank..... *OI*

Borrower.....

Nabw... NGS

		<p>upon fulfilment by the Borrower of the following terms and conditions:</p> <ol style="list-style-type: none"> i. The Borrower has duly executed all security documents indicated in Clause 3 of this Facility Letter; ii. Submission of evidence that the Borrower has updated its company records through the BRELA's (Business Registration and Licensing Agency) online registration system (ORS) and has filed its annual returns with the Registrar of Companies; iii. Submission of a company's search report, of the Borrower, issued by the Registrar of Companies, indicating among other things, name of Borrower, company registration number, registered place of business, filing of annual returns, name of directors and shareholders and a list of registered charges of the Borrower; iv. The Bank is in receipt of an outstanding balance of the Borrower together with the written commitment from the Existing Lender to handover original documents of title as listed in Clause 3 of this Facility Letter, together with their respective discharge forms upon receipt of an amount which is not more than the TZS 200,000,000/- from the Bank (the "Outstanding Balance"); v. Submission of land search report of all landed properties ("the "Landed Properties") issued as security herein, indicating that the Landed Properties are free from any charge or encumbrance, other than the charge or encumbrance created by Existing Lender, which will be discharged by the Existing Lender upon receipt of the Outstanding Balance; and vi. Submission of valuation reports of the Landed Properties, undertaken by the Bank's appointed valuer(s) and approved by the Chief Valuer (as defined in the Valuation and Valuers Registration Act) and of not more than 12 months from the date it was approved by the Chief Valuer, in order to facilitate registration of mortgage(s) in terms of Land Act Cap 114 (as amended). vii. Borrower's equity contribution amounts TZS 700,000,000- must be available.
--	--	--

		viii. During grace period the Borrower shall service interest only.
--	--	---

3. SECURITY

The Facility shall be secured by the following securities: -

3.1. New Securities

S/No	Type of Charge and Description of Security	Documents of Title	Owner	Location
a)	A first ranking legal mortgage	CT No. 54871-DLR, LO No. 1082380	Tumaini Thomas Mtei	Plot No. 139A, Block 'B', Ilazo extension Dodoma City
b)	A first ranking legal mortgage	CT No. 4937-DLR LO No. 82483	Infinity Real Estate Dodoma	Plot No. 344, Block Low Density Mlimani Dodoma Municipality
c)	A first ranking legal mortgage	CT No. DOM030684 Reg. Plan No. 173331	Nancy Mengi Thabiti	Plot No. 2, Block 'F', NCC Dodoma
d)	A first ranking debenture over all assets of the Borrower registered to secure TZS 2,800,000,000/- plus interest, cost and other charges thereon			
e)	Director's guarantee and indemnity executed by Tumaini Thomas Mtei and Nancy Mengi Thabiti to secure TZS 2,800,000,000/- plus interest, cost and other charges thereon			
f)	Personal guarantee and indemnity executed by Tumaini Thomas Mtei and Nancy Mengi Thabiti to secure TZS 2,800,000,000/- plus interest, cost and other charges thereon			

4. SPECIFIC TERMS AND CONDITIONS

4.1. Conditions Precedent

In addition to the pre-disbursement conditions indicated in Clause 4 of the Standard Terms and Conditions, the Borrower must fulfil the following conditions prior to disbursement of the Facility: -

4.1.1. Payment of Risk Management Fee as per Clause 7.3 of this Facility Letter.

4.1.2. The Borrower conducting medical checkup at a health facility approved by the insurance company, where the Facility amount is in excess of TZS 2,000,000,000/- or its equivalent, (if in another currency other than Tanzania Shillings). [The maximum age at which cover ceases is 75 years for death and 70 years for total and permanent disability at the time of Facility maturity].

4.1.3. Submit evidence of depositing equity contribution of TZS 700,000,000/-

4.1.4. Submit evidence of clearance of TZS 108,000,000/- with DCB Commercial Bank.

4.2. Subsequent Conditions

As long as this Facility is outstanding, the Borrower agrees and undertakes to: N/A

5. FINANCIAL COVENANTS- N/A

6. NON-FINANCIAL COVENANTS

6.1. The Borrower agrees to use various products and services of the Bank (**the Bank's Products and Services**). These include but are not limited to internet banking platform for online transactions, trade finance products and services, employees benefit such as payroll system and employee loan scheme, insurance products, foreign exchange transactions and minimum account turnover with the Bank to be at least 85% of the total turnover of the Borrower based on the current financial statements of the Borrower.

6.2. It is hereby agreed that at any point in time the Borrower may choose to exit any of the individual service or product upon issuance of a reasonable notice to the Bank. In that case, the Bank may, at its own discretion revoke and revise the preferential pricing offered to the Borrower, as a result of not using the Bank's Products and Services.

6.3. The Borrower shall pay to the Bank a pre-payment fee at the rate of 2.54% per annum (exclusive of VAT), on the outstanding amount of the Facility, in the event of a prepayment of the Facility by the Borrower.

7. FEES AND CHARGES

7.1. The Borrower shall pay to the Bank the following fees (which shall be debited to the Borrower's loan account/current account with the Bank [Exclusive of VAT]: -

S/No	Type of Fees	Amount/Rate
a)	Facility Fees	2% of the Facility amount, minimum TZS 200,000/-
b)	Legal Documentation Fees (excluding registration fees)	0.75% of the Facility amount (maximum amount- TZS 474,576.27/-).

7.2. For loans above TZS 500,000,000/-, legal fees for registration and perfection of securities to be agreed between the Borrower and the Bank's appointed external lawyer prior to engagement.

7.3. The risk management fee covering credit life, fire and burglary, agricultural insurance and livestock insurance is to be paid at the specified rate detailed below (the "Risk Management Fee"). The Risk Management Fee is payable annually in advances, and collected during the Facility disbursement, covering the entire Facility tenor(s) indicated in Clause 2 of this Facility Letter. In case the Risk Management Fee is partially paid during the Facility disbursement, the remaining Risk Management Fee shall be debited from the Borrower's account.

Initials: Bank..... *PI* OI

Borrower..... *b Nabwaga* WGS Page 5 of 10ak

S/No	Risk Cover	Risk Management Fee
i).	Normal SME/business loans	1.25% of the Facility amount
ii).	Agricultural cover	2.75% of the Facility amount
iii).	Livestock cover	3.25% of the Facility amount

7.4. Third-party fees for legal documents, valuation and any other service to this Facility;

7.5. Stamp duty, registration and any government levies charged on loans; and

7.6. Such other fees as may be applicable on the Facility.

7.7. All fees and charges specified in this Facility Letter are non-refundable.

8. NOTICES AND COMMUNICATIONS

Save as the Bank may otherwise agree, all communications, notices by the parties, certificates, reports, information and documents given to the Bank in connection with this Facility shall be sent in writing in English or Kiswahili language at the addresses provided by the parties herein and addressed to the designated contact persons:

8.1. For the Bank

The Managing Director
CRDB Bank Plc
CRDB Headquarters
Plot No.25 & 26 Ally Hassan Mwinyi Road &
Plot No.21 Barrack Obama Road
P.O. Box 268, 11101 Dar es Salaam, Tanzania

8.2. For the Borrower

Infinity Real Estate Dodoma Company Limited
P.O. Box 3522
Dodoma

9. ACCEPTANCE TO BE PART OF THIS FACILITY LETTER

9.1. Unless agreed otherwise by the Bank, this Facility Letter may, terminate if not accepted and signed by the Borrower within thirty (30) days of the date hereof.

9.2. Upon the Borrower signing the Acceptance Clause provided herein, this Facility Letter together with the Standard Terms and Conditions shall constitute the complete agreement between the Bank and the Borrower and the Borrower shall henceforth be bound by the terms and conditions thereof.

9.3. Please signify acceptance of the foregoing by signing and returning to us the duly signed Facility Letter (3 originals).

Yours Faithfully,

(Signature) [Signature]
(Name) Leena Jay
(Position) Ag. MBS

(Signature) [Signature]
(Name) Hafsa Boudi Musti
(Position) BM.

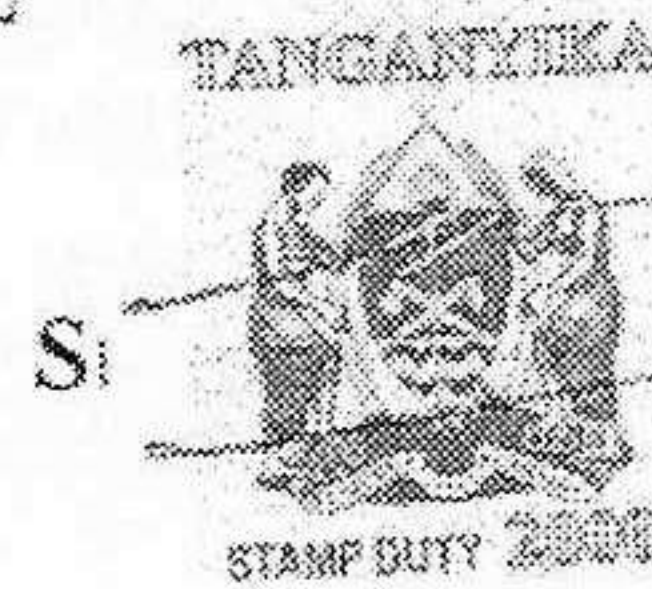
For and on behalf of CRDB BANK PLC

ACCEPTANCE CLAUSE

We, INFINITY REAL ESTATE DODOMA COMPANY LIMITED, having reviewed and understood the terms and conditions contained in this Facility Letter, hereby accept the said terms and conditions.

SEALED with the COMMON SEAL of the said INFINITY REAL ESTATE DODOMA COMPANY LIMITED and DELIVERED in our presence this 26th day of 02, 2025

SEAL

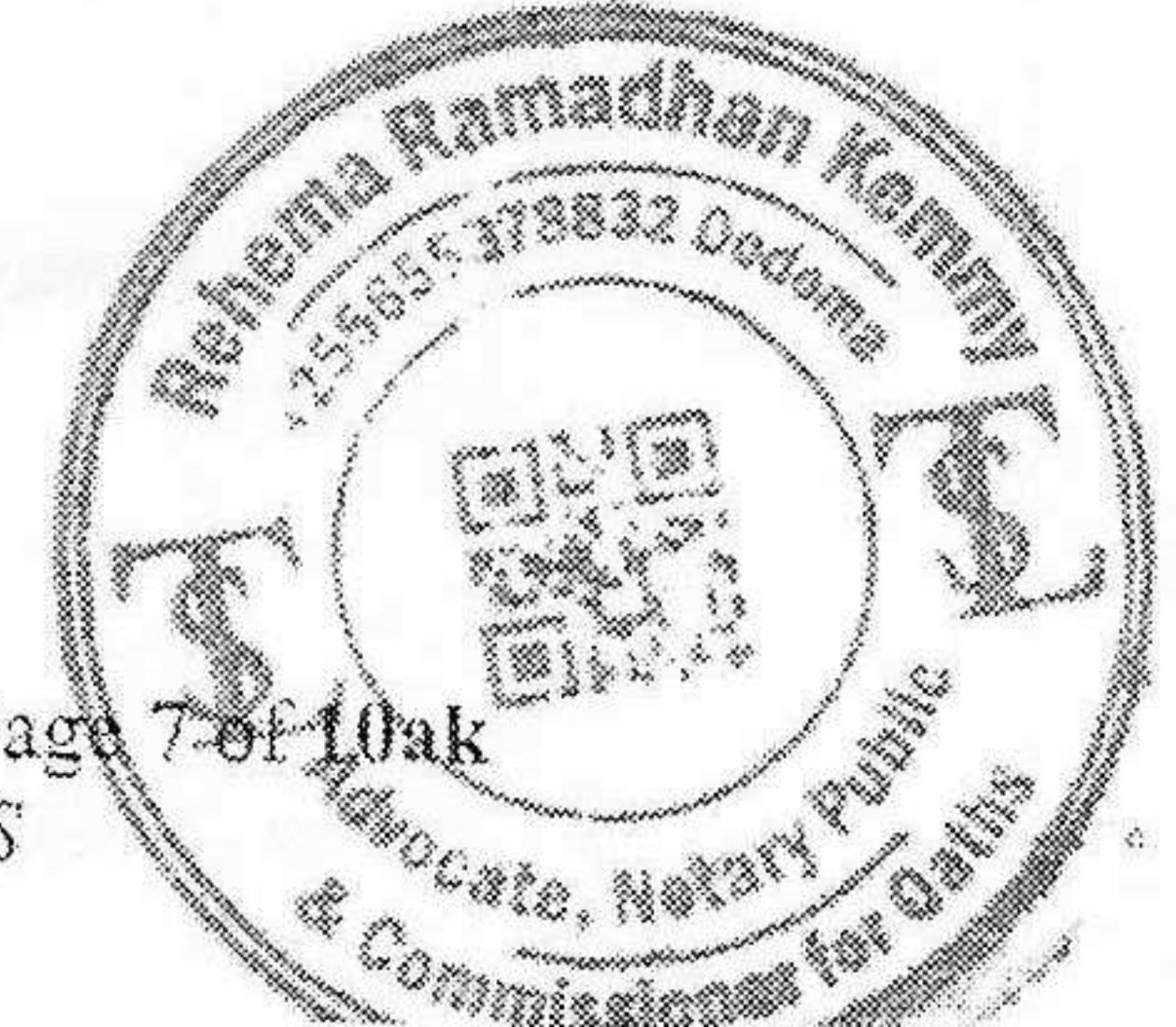


Full Name: Timinini Thomas Mheri
Signature: [Signature]
Address: P.O. Box 3522
Dodoma
Designation: DIRECTOR

Full Name: NANCY MENGA THABILI
Signature: [Signature]
Address: P.O. BOX 3522
Designation: DIRECTOR/COMPANY SECRETARY

Be fast me!

[Signature]



Initials: Bank [Signature] of Borrower [Signature]

Annex-I

Certificate of Board Resolution to Borrow and Give Security

**To: CRDB BANK PLC
P.O. BOX 268
DAR ES SALAAM**

At a duly convened meeting of the Directors of **INFINITY REAL ESTATE DODOMA COMPANY LIMITED** (the "Company") held at Company's registered office on the day of 2024, it was **REPORTED** that CRDB Bank Plc (the Bank) agreed to make available the Facility to the Company, the details of which are provided below under terms and conditions contained in the said Facility Agreement:

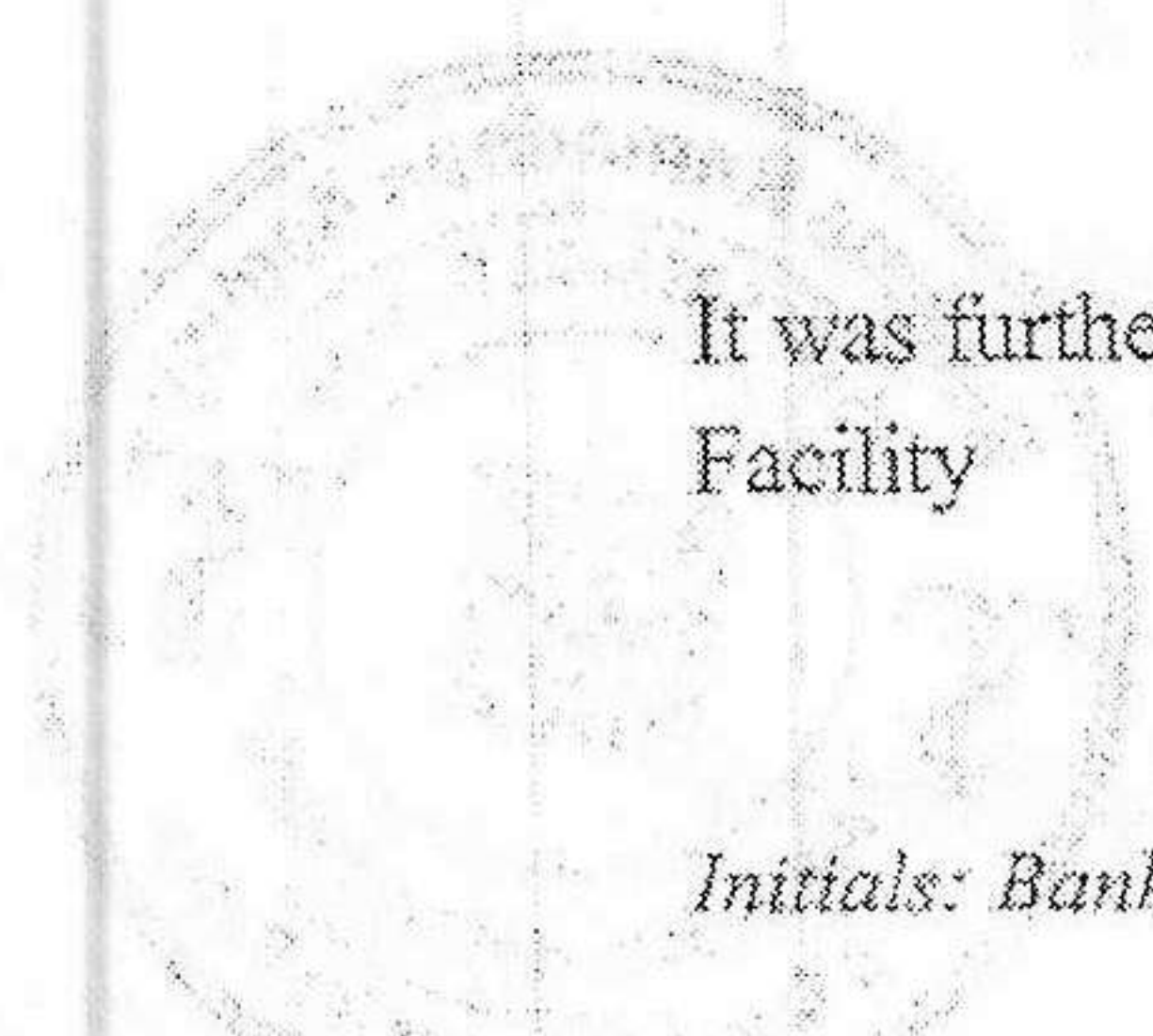
S/No.	Type	Amount
	Term Loan Facility	TZS 2,800,000,000/- (Say Tanzanian Shillings Two Billion Eight Hundred Million Only)

It was further **REPORTED** that the following securities were to be created by the Company or procured to be created by third party security to secure the Facility:

**List of Securities
Existing Securities**

S/No	Type of Charge and Description of Security	Documents of Title	Owner	Location
a)	A first ranking legal mortgage	CT No. 54871-DLR, LO No. 1082380	Tumaini Thomas Mtei	Plot No. 139A, Block 'B', Ilazo extension Dodoma City
b)	A first ranking legal mortgage	CT No. 4937-DLR, LO No. 82483	Infinity Real Estate Dodoma	Plot No. 344, Block Low Density Mlimani Dodoma Municipality
c)	A first ranking legal mortgage	CT No. DOM030684, Reg. Plan No. 173331	Nancy Mengi Thabiti	Plot No. 2, Block 'F', NCC Dodoma
d)	A first ranking debenture over all assets of the Borrower registered to secure TZS 2,800,000,000/- plus interest, cost and other charges thereon			
e)	Director's guarantee and indemnity executed by Tumaini Thomas Mtei and Nancy Mengi Thabiti to secure TZS 2,800,000,000/- plus interest, cost and other charges thereon			
f)	Personal guarantee and indemnity executed by Tumaini Thomas Mtei and Nancy Mengi Thabiti to secure TZS 2,800,000,000/- plus interest, cost and other charges thereon			

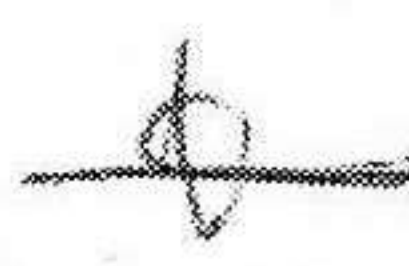
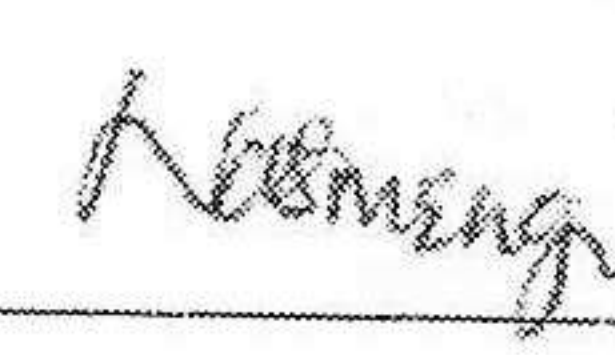
It was further **REPORTED** that each director will have to sign a personal guarantee for the payment of the Facility



Initials: Bank..... *PI* OI Borrower..... *b* *Nabwanga* Page 8 of 10ak
NGS

SIGNATORIES

The following directors/ company secretary/officers of the Company were authorized to execute the Facility Letter and related security documents of the Borrower:

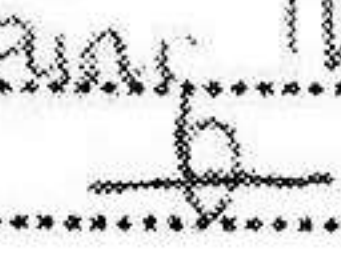
S/N	Full Name	Position	Signature
1.	Tumaini, Thomas Mheri	Director	
2.	NANCY MENGI THABITI	DIRECTOR	
3.			

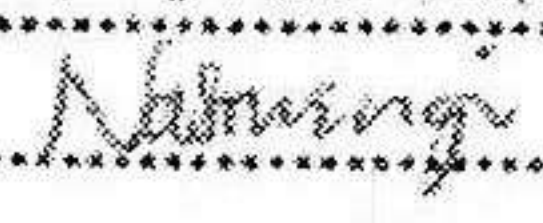
RESOLVED that:

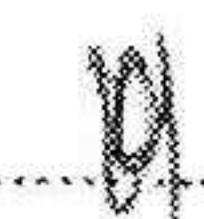
- a) The Company is hereby authorized to borrow from CRDB Bank Plc as proposed and that it was in the best interests of the Company, within its powers and to its direct benefit, to borrow as proposed;
- b) It was in the best interests of the Company, within its powers and to its direct benefit to charge its assets in favor of the Bank and the Company is hereby authorized to charge its assets in favor of the Bank and/or procure the provision of third party securities") listed above;
- c) The terms of, and the transactions contemplated by, the Facility Agreement be and are hereby approved;
- d) The execution, delivery and performance of each of the Facility Agreement and related security documents by the Company is hereby authorized;
- e) The signatories proposed be and are hereby authorized to sign and/or deliver Facility Agreement and any related security documents;
- f) A certified copy of these resolutions be furnished to the Bank; and
- g) Accepting and becoming party to the Facility Agreement and so borrowing, guaranteeing or securing, as appropriate, the amounts made available thereunder would not cause any borrowing, guarantee or similar limit binding on the Borrower to be exceeded.

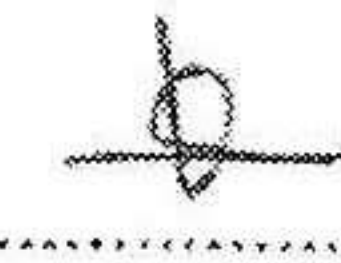
IT IS HEREBY CERTIFIED that the above is a true extract from the minutes of the meeting of the board of directors and that such resolutions will not infringe any restrictions on borrowing of monies and/or the creation and issue of any security or guarantees.

SEALED with the COMMON SEAL of INFINITY REAL ESTATE DODOMA COMPANY LIMITED and Certified by:

Name: Tumaini, Thomas Mheri
 Signature: 
 Designation: Chairman

Name: NANCY MENGI THABITI
 Signature: 
 Designation: Secretary

Initials: Bank  OI

Borrower  Nasrusyngs Page 9 of 10ak

Annex-II
Repayment Schedule

Sl. No.	Particulars	Amount	Period
1	Principal		
2	Interest		
3	Total		
4	Balance		
5	...		
6	...		
7	...		
8	...		
9	...		
10	...		
11	...		
12	...		
13	...		
14	...		
15	...		
16	...		
17	...		
18	...		
19	...		
20	...		
21	...		
22	...		
23	...		
24	...		
25	...		
26	...		
27	...		
28	...		
29	...		
30	...		
31	...		
32	...		
33	...		
34	...		
35	...		
36	...		
37	...		
38	...		
39	...		
40	...		
41	...		
42	...		
43	...		
44	...		
45	...		
46	...		
47	...		
48	...		
49	...		
50	...		
51	...		
52	...		
53	...		
54	...		
55	...		
56	...		
57	...		
58	...		
59	...		
60	...		
61	...		
62	...		
63	...		
64	...		
65	...		
66	...		
67	...		
68	...		
69	...		
70	...		
71	...		
72	...		
73	...		
74	...		
75	...		
76	...		
77	...		
78	...		
79	...		
80	...		
81	...		
82	...		
83	...		
84	...		
85	...		
86	...		
87	...		
88	...		
89	...		
90	...		
91	...		
92	...		
93	...		
94	...		
95	...		
96	...		
97	...		
98	...		
99	...		
100	...		