

2 BRIDGE

Lease Agreement

I hereby certify that this is a true copy of the original document which I compared

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Between **Kipoko, E. G. Notary Public** **Box 423 Moshi /**

Manushi Narumu Joint Co-operative Societies Limited

And

African Plantations Kilimanjaro Limited

Drawn by:
Maruma & Company
Advocates
Moshi

and

G.P. Sandi
Advocates
Moshi

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THIS LEASE AGREEMENT ("hereinafter referred to as the Agreement") is made on this

Nineteen day of July 2005.

BETWEEN:

Manushi Narumu Joint Co operative Societies Limited
P.O. Box 7730
Moshi
Tanzania
the "Lessor")

&

African Plantations Kilimanjaro Limited
P.O. Box 6662
Moshi
Tanzania
("hereinafter referred to as the "Lessee")

I hereby certify that this is a true copy of the original document which I compared

Kipoko, E. G.
Notary Public

Box 423
Moshi

Whereas:

- (A) The Lessor, the registered proprietor of the rights of occupancy / Title Deeds for the Land listed in Schedule 1 hereto (hereinafter referred to as the "Properties" is desirous of developing the Land as a suitable sustainable economic activity and to encourage personnel capacity building.
- (B) The Lessee is interested in developing the Properties (as defined in the Definitions Clause below) on a commercial basis.
- (C) For the purpose herein the Lessee wishes to lease the properties from the Lessor and the Lessor is willing to lease the Properties to the Lessee, in each case in accordance with the terms and conditions stipulated in the Agreement.

Whereas:

The Lessor and the Lessee, wishing to define their mutual relationship, rights and obligations under this agreement, have agreed as follows:

Clause 1 - Definitions.

In this agreement the following terms shall have the following meanings:

'Development Plan' means a written plan to be prepared by the Lessee and approved by the Lessor in accordance with Clause 6.2 of this agreement, which plan provides for the means, methods and resources to be employed by the Lessee in developing the Properties in a manner which optimises production.

'Equipment' means the equipment listed in Schedule 1 hereto.

Definitions. Cont'd

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'Project' means the Agricultural Development of the properties as contemplated in the 'Development Plan'

'Properties' means the land, together with all buildings that pertain to the 'Certificates of Title' as listed below:

Certificates of Title, (CT) - (hereinafter referred to as the "Properties")

CT Number 10876 - Farm Number 158/2	100 acres
CT Number 14131 - Farm Number 158 part	261 acres
CT Number 11835 - Farm Number 145	44 acres
CT Number 8190 - Farm Number 241 & 158/1	204 acres
CT Number 14053 - Farm Number 158/1/2	4 acres
CT Number 14052 - Farm Number 158/1	385 acres
CT Number 382 - Farm Number 157/1	56 acres
TOTAL ACREAGE: One Thousand and Fifty Four Acres	1,054 acres

Clause 1.1

It is hereby agreed between the Lessor and Lessee that this Agreement shall be binding, without amendments, on all 1,054 acres pertaining to the Certificates of Title constituting the **Two Bridges farm** notwithstanding the Certificates of Title mentioned below which will be submitted upon successful re-issuance and will form part of this Agreement:

CT Number 8190 - Farm Number 241 & 158/1 204 acres
CT Number 14053 - Farm Number 158/1/2 4 acres

Clause 1.2

The Lessor and Lessee hereby agree and concur that, should the Lessor require some part or area of the farm for the purposes of community development and/or welfare, that piece of land will be made available by mutual agreement without amendments to the Title Deeds provided by the Lessor and held in trust for that purpose.

Each Property Term has the meaning set forth in Clause 3.1.

Clause 2 - The Lease.

Clause 2.1

Subject to the terms of this Agreement, the Lessor hereby leases the Properties and the equipment to the Lessee and the Lessee hereby takes the Properties and the Equipment on Lease from the Lessor.

Clause 3 - The Terms of The Lease.

Clause 3.1.

The term of the Lease contemplated in this Agreement is Twenty Five (25) years, commencing from the date of hand-over of the Lease properties and effectiveness of the Lease.

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Clause 3.2

The Lessor may, if on expiration of the term of this agreement, if there shall not at that time be any existing breach of this agreement by the Lessee, extend the term for a further like term or such other period as may be agreed upon at a rental and terms to be negotiated by the Lessor and Lessee, including (without limitation) for the purpose of handing over assets at the end of the term under Clause 17.4.

Clause 3.3.

If the Lessor and the Lessee are unable to agree upon the terms for an extension of the Term, the Lessor shall have the right to negotiate a lease of the Properties with a third party provided however that:

- (a) Before entering into any lease with any such third party, the Lessor shall give the Lessee prior written notice of the terms of the proposed lease. The Lessor's written notice shall identify the proposed lessee and describe the terms of the proposed lease.
- (b) The Lessee shall then have the right to extend the Term on the terms described in the Lessor's written notice.
- (c) The Lessee shall give the Lessor written notice as to whether the Lessee wishes to exercise its right so to extend the Term within 45 days after the Lessee actually receives the Lessor's written notice which describes the terms of the proposed third-party lease.

Clause 4 - The Rent.

Clause 4.1.

The Lessee shall pay the amount of United States Dollars \$ 30,000.00 per annum to the Lessor for the Lease of the properties hereunder. The initial rental sum of USD. 30,000.00 will be increased by 10% every Five (5) Years commencing from the date of the effectiveness of this agreement.

Clause 4.2.

Except for the rental payment due for the first year, the rental payments during the term shall be paid annually in advance one (1) calendar year from the date of this Agreement and each year thereafter.

Clause 4.3.

The rental payment due for the first year shall become due and payable once:

- (a) The Lease Agreement has been signed and sealed with the common seal of The Lessor and The Lessee
- (b) Upon Registration of this agreement with the relevant authorities.

Clause 4.4

The Lessee shall pay the Lessor a **Royalty Payment** equal to 1% of the actual annual Gross Revenue generated from the "properties."

Clause 4.5

The Lessee shall pay the Lessor a **Development Fund** equal to 1% of the actual annual Gross Revenue generated from the "properties."

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Clause 4.6

The payments due to the Lessor under Clause 4.4 and Clause 4.5 shall be calculated by the Lessee one calendar year from the date of this Agreement and every year after conclusion of coffee sales and shall be paid to the Lessor Four (4) Months from the date of such calculations.

Clause 4.7

The Lessor may appoint an auditor to examine the books and accounts of the Lessee with relevance to this Lease Agreement in order to verify the amount of the payments to be made to the Lessor under Clause 4.1, 4.4 and 4.5 herein. Any such examinations by the Lessor's auditor shall take place during the Lessee's normal business hours and the Lessor shall give the Lessee not less than Five (5) business days prior to written notice of any such proposed examination by an auditor.

Clause 5 - Development Trust Fund

Clause 5.1

The Lessor and the Lessee agree to establish the Two Bridges Development Trust Fund (hereinafter referred to as the "Fund") for the purpose of enhancing the Health and Education sectors in Two Bridges.

Clause 5.2

The Lessor and Lessee shall each nominate an individual or an entity to act as co-trustee of the Fund (herein collectively referred to as the "Trustees"). The Trustees shall manage all monies and other assets of the Fund as directed jointly in writing by the Lessor and Lessee for the benefit of the members of Narumu, Orori, Manushi Sinde and Manushi Ndoor Rural Co-operative Societies within Kilimanjaro Region in the United Republic of Tanzania.

Clause 5.3

The Lessor and Lessee agree that the Development Fund payment which is referred to in Clause 4.5 above shall be transferred to the Fund within Four (4) months after conclusion of Coffee sales.

Clause 6 - Management of The Properties.

Clause 6.1.

The Lessor acknowledges that The Lessee shall have exclusive management and control of the Properties during "The Term".

Clause 6.2.

The Lessee shall prepare a Development Plan which includes coffee revival at his own cost within Ninety (90) days of the effective date of this Agreement. It is hereinafter agreed that the effective date will be once the property has been handed over to the Lessee, and the proposed Development Plan to The Lessor for approval. The approved Development Plan shall form an integral part of this Agreement. If The Lessee does not submit a Development Plan within such Ninety (90) days period or if The Lessor does not approve of the proposed Development Plan within Sixty (60) days after The Lessor receives the proposed Development Plan, this agreement shall become null and void except that The Lessor shall be

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deemed to have consented to such proposed Development Plan if within Thirty (30) days after The Lessor receives the proposed Development Plan, The Lessor fails to show that the proposed Development Plan is not commercially viable.

Clause 6.3.

The Lessee shall manage "the Properties" in accordance with the 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 which consent shall not be unreasonably withheld or delayed.

Clause 6.4.

The Lessor agrees to reasonably co-operate with The Lessee in order to assist The Lessee in the implementation of the Development Plan.

Clause 6.5.

The Lessor agrees to provide assistance to the lessee in obtaining any governmental licenses, permits, authorisations or approvals that are required or useful in connection with the activities contemplated in the Development Plan.

Clause 6.6.

The Lessor and The Lessee agree that the Development Plan will include a section, which addresses the environmental aspects of "the Project".

Trees felled by the Lessee to give way for the implementation of the Development Plan will be utilized by the Lessee for development of the farm while some felled trees may be made available to the Lessor for their own use.

Clause 6.7.

The Lessee shall wherever possible employ local personnel within the spirit of capacity building in all aspects of management of the project.

Clause 6.8

The Lessor shall be entitled to nominate Four representatives who shall have the right to attend meetings which relate to the "Project."

Clause 6.9

The General Manager or his designated representative shall present annual reports on the Project to the Lessor.

Clause 7 - Financing.

Clause 7.1

The Lessee has informed The Lessor that the Lessee is financially sound and intends to obtain further financing for the project. The Lessor agrees that The Lessee may pledge **This Agreement** as security for such financing and the Lessor hereby consents to such pledge as well as to any other assignment of the agreement in connection with raising such financing.

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The Lessee will not mortgage or in any way pledge the "Properties" of the Lessor to secure any loan.

Clause 8 - Properties and Equipment.

Clause 8.

The Lessor hereby grants to The Lessee the right to manage, control and operate the Properties and the Equipment in connection with the project.

Clause 9 - Water Rights.

Clause 9.1.

The Lessor agrees that The Lessee shall have the right to use any and all rights to water, which The Lessor has in connection with its interest in "the Properties".

The Lessor undertakes to do all within their power to ensure that the water which reaches the head of the canal, which serves "the Properties", shall reach "the Properties" without interference.

The Lessor shall co-operate with The Lessee in enforcing any rights, **applicable by Law**, which either The Lessor or The Lessee may have to ensure that such water reaches the head of such canal.

Clause 9.2.

The Lessor shall endeavour to do all within their power, **without financial commitment**, to apply for and or to assist with obtaining any increased water rights which may be required in the future including the drilling of Boreholes when necessary.

Clause 10 - Grazing.

Clause 10.1

Without prejudice to "the Agreement", The Lessor and Lessee shall do everything within their power to ensure that no grazing takes place on "the Properties" and that the laws of Tanzania regarding trespassing are enforced effectively in respect of "the Properties".

Clause 11 - Quiet Enjoyment.

Clause 11.1.

So long as The Lessee is performing its obligations under "the Agreement", The Lessee shall have the right to quiet enjoyment of "the Properties" and the Equipment throughout "the Term" without interruption by The Lessor or by any person claiming by, through, under or in trust for The Lessor. The Lessor shall assist and co-operate to protect and defend The Lessee's right to quiet enjoyment of "the Properties" and "the Equipment" to the best of the Lessor's ability.

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Clause 11.2.

The Lessor undertakes to remove from "the Properties" all squatters prior to handover of "the Properties" and undertakes to do all within their power to ensure that squatting does not take place on "the Properties" during "the Term".

Clause 12 - Payments and Taxes.

Clause 12.1.

The Lessor undertakes to pay when due, all statutory fees, taxes and other charges or assessments, or any other special extraordinary or one time taxes or charges which, in the case of any of the foregoing, may be due in connection with The Lessor's interest in "the Properties".

Clause 12.2.

The Lessee shall pay all utility expenses connected with the use of "the Properties" and or any part relating thereto during "the Term" to the extent that such utility expenses were incurred for a time period, which occurs during "the Term".

Clause 13 - Representations and Warranties of The Lessor.

Clause 13.1

- (a) The Lessor
- (i) is the registered proprietor of 99 year Rights of Occupancy for "the Properties" free and clear of all mortgages, pledges, liens, charges, claims, security interests or other encumbrances,
 - (ii) is the owner of "the Equipment" free and clear of all liens, charges, claims, security interests or other encumbrances and
 - (iii) has the sole right to occupy, use and sublease "the Properties" and the right to grant to The Lessee all rights and privileges granted to The Lessee pursuant to "the Agreement".
- (b) The Lessor is a duly organised and validly existing Co operative;
- (c) The Lessor has full power and authority to execute "the Agreement" and to perform its obligations hereunder;
- (d) The Agreement is valid and binding on The Lessor and is enforceable against The Lessor in accordance with its terms;
- (e) the execution, delivery and performance of "the Agreement" by The Lessor will not result in the breach or violation by the Lessor of any law or regulation applicable to it or any contract or commitment by which it or any of its properties are bound;

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- (f) The Lessor has obtained all approvals, waivers and consents which are necessary or appropriate in order to enable it to execute "the Agreement" and to carry out and perform its obligations hereunder;
- (g) The Lessor has exclusive occupation of "the Properties";
- (h) As far as The Lessor is aware, there are no pending or threatened actions by any governmental or other authority which would adversely affect The Lessor's rights in "the Properties" or any of the rights granted to The Lessee in "the Agreement";
- (i) With respect to buildings and structures on "the Properties", The Lessee accepts them "as is".
- (j) There are no pending or threatened disputes relating to any of "the Properties" or any of "the Equipment";
- (k) Except with the prior written consent of The Lessee, The Lessor will not create, extend, grant or issue any mortgages, charges, liens, security interests or other encumbrances on "the Properties" or any of "the Equipment" during "the Term" or any extension of "the Term";
- (l) The Lessor shall not unreasonably prevent, hinder or refuse to consent to any plan by The Lessee to diversify, expand or alter the projects, business activities being carried out on "the Properties"; and
- (m) "The Agreement" is fully enforceable under Tanzanian law and The Lessor will do all such things as will be required to make it effective.

Clause 14 - Representations and Warranties of The Lessee.

Clause 14.1

- (a) It is a duly organised and validly existing company;
- (b) It has full corporate power and authority to execute "the Agreement" and to perform its obligations hereunder;
- (c) "The Agreement" is valid and binding on The Lessee and is enforceable against The Lessee in accordance with its terms;
- (d) The execution, delivery and performance of "the Agreement" will 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 property is bound.
- (e) With respect to utility connections, the Lessee shall, if necessary, endeavour to ensure that sufficient mains electricity is connected by TANESCO. The Lessor is responsible to ensure that all outstanding dues to TANESCO are settled by the Lessor up to the date of signing of this Lease Agreement.
- (f) Except with the prior written consent of the Lessor, the Lessee shall not create, extend, grant or issue any mortgages, charges, liens, security interest, sublet, or other encumbrances on the "Properties" or any of the "Equipment" during the term or any extension of the "Term."

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Clause 15 - Indemnities.

Clause 15.1

The Indemnity in the Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of "the Agreement".

Clause 15.2.

The Lessor and Lessee hereby agree to indemnify and hold each other harmless from all claims, damages, liabilities, liens, costs, expenses, losses or other obligations whatsoever, together with all related costs and expenses including fees and disbursements of counsel, arising out of or caused by:

(a) inaccuracy of any representation made by The Lessor or Lessee in "the Agreement" or the breach by either party of any warranty, covenant or agreement contained in "the Agreement" or in any certificate or other document delivered by The Lessor or lessee pursuant to "the Agreement";

and

(b) any claim, which arose prior to the first day of "the Term" that, may be brought against "the Properties" or "the Equipment" or against the Lessor and/or the Lessee in relation to "the Properties" or "the Equipment".

Clause 15.3.

The Lessor and Lessee hereby agree that any costs and expenses, including legal fees, incurred by The Lessee for which The Lessee is entitled to indemnification pursuant to Clause 15.1 shall be reimbursed to The Lessee within Sixty (60) days after The Lessee delivers a demand to The Lessor for payment of such costs and expenses. Instead of seeking indemnification hereunder, The Lessee shall have the right to elect to offset any sums owed to it under the Clause against any other obligations whatsoever owed by it to The Lessor whether arising under "the Agreement" or otherwise.

Clause 16 - Contingent Liabilities.

Clause 16.1

All outstanding and contingent liabilities and obligations of The Lessor up to the time of signing "the Agreement" shall be borne by The Lessor. The Lessee will upon due consideration of the Lessor's request, decide to assist or not to assist, to settle liabilities as and when they shall arise. Provided that such liabilities shall not exceed One (1) year rental sum in terms of Clause 4.1 of the Agreement. The Lessee shall recover the payments made on behalf of the Lessor by deducting the amount from any monies due from the Lessee. Provided further that in recovering the monies pursuant to the provisions of the Clause, the Lessee shall not deduct more than the equivalent of 50% of whatever is due to the Lessor from the Lessee within the given year.

Clause 17 - Termination.

Clause 17.1.

In the event that the Lessee, subject to the Lessor's approval, concludes that due to circumstances beyond its control, it can no longer manage "the Properties" in a profitable manner it shall hand over to the Lessor control of "the Properties" free of any liabilities created by the Lessee as well as any equipment, buildings, infrastructure and other improvements that have been affixed to "the Properties" at no cost.

Clause 17.2.

In addition to any other remedies available, if

- (a) either the Lessor or Lessee shall fail to perform or shall be in breach of any material term of "the Agreement" and
- (b) such default or breach (if capable of remedy) shall continue unremedied for Sixty (60) days after the affected party has given defaulting party notice in writing, requiring the default or breach to be remedied,
- (c) then the affected party shall have the right to elect to terminate this agreement and/or to refer such matter to arbitration pursuant to Clause 22 hereof. An Arbitrator will be appointed in accordance with Clause 22 of this agreement and who will determine the disposition of "the project" and "the project" assets.

Clause 17.3.

The Lessor shall be entitled to terminate this Agreement upon Sixty (60) days prior written notice to The Lessee in the event that The Lessee fails to make payment due under Clause 4 of this agreement within Sixty (60) days after The Lessee receives written notice from The Lessor that such payment is due and owing.

Clause 17.4.

On completion of "the Term" (including any extension of the term pursuant to Clause 3.2, The Lessee shall return control of "the Properties" and all buildings, infrastructure and other improvements affixed to "the Properties" to The Lessor at no cost.

Clause 18 - Effective Date and Duration of "The Agreement".

Clause 18.1.

This Agreement shall enter into force upon its execution and registration.

Clause 18.2.

All covenants, agreements, representations and warranties made by The Lessor in this Agreement or in any certificate delivered in connection herewith shall survive this Agreement regardless of any investigation made by The Lessee or on its behalf.

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Clause 19 - Notices.

Clause 19.1

Any notice declaration or other communication required or authorized to be given by one party under "the Agreement" to the other party shall be in writing and shall either be personally delivered or dispatched by 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 party by notice in accordance with the provisions of this Clause 19. 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.

Addresses for the purposes of this agreement are as follows;

The Lessor.

Manushi Narumu Joint Co operative Societies Limited
P.O. Box 7730
Moshi
Tanzania

The Lessee.

African Plantations Kilimanjaro Limited
P.O. Box 6662
Moshi
Tanzania

Telephone - 027 -2754542

Clause 20 - Severability.

Clause 20.1

If any provision of this agreement is held to be unenforceable under applicable law, then such provision shall be excluded from this agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and each provision of this agreement shall continue to be enforceable in accordance with its terms.

Manushi

[Signature]

[Signature]
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Manushi

Clause 21 - Governing Law.

Clause 21.1

The laws of Tanzania shall govern this Agreement.

Clause 22 - Settlement of Disputes.

Clause 22.1. Amicable Settlements

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

Clause 22.2

In case the parties fail to settle their dispute amicably, either party hereto shall be entitled to initiate arbitration in order to resolve any dispute which arises under or in connection with this agreement by giving written notice of its intention to Arbitrate to the other party.

Any such notice of intention to arbitrate shall describe in reasonable detail the dispute to be arbitrated.

Each dispute submitted for arbitration pursuant to this Clause 22, shall be determined by an Arbitrator.

The Lessor and The Lessee shall attempt to agree in writing on the person who is to be selected to act as Arbitrator.

If (a) one party does not co-operate in commencing the arbitration process or selecting an Arbitrator or (b) the parties cannot agree upon an Arbitrator within Fourteen (14) days after one party notifies the other party that it wishes to initiate arbitration, then the

Arbitrator shall be chosen by **The Lessor's and The Lessee's legal Advisors**, who shall act at the request of either party hereto.

The Arbitrator shall be a person whose profession and experience make him qualified to decide the issue in dispute.

Clause 22.3.

If a matter is submitted for decision to an Arbitrator in accordance with Clause 17.2, the Arbitrator shall determine whether a default has occurred, the amount of damages and the remedial steps which should be taken by the defaulting party.

If the defaulting party does not pay the damages or take the remedial steps which are required by the Arbitrator's decision, the non defaulting party may elect to terminate this agreement and / or take action to recover the damages which resulted from such default and the related Termination of this Agreement.

Clause 22.4

Any hearings of a dispute under or relating to this Agreement shall take place in Moshi, Tanzania.

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Clause 22.5.

The decision of the Arbitrator shall be final and binding upon the parties hereto and shall not be subject to appeal, provided however that any party may take the matter for judicial review or action in any court of competent jurisdiction to enforce such a decision.

Any award made by the Arbitrator shall be in Tanzanian Shillings.

Clause 22.6.

The Arbitrator shall provide a reasoned decision.

Clause 22.7.

The Arbitrator shall allocate the costs of the Arbitration.

Clause 22.8.

The Parties agree that:

- (a) The award of the Arbitrator shall be their sole and exclusive remedy for resolution of any claims or issues presented to the Arbitrator.
- (b) The Arbitrator's decision shall be executed promptly and the Arbitrator's award shall be payable in Tanzanian Shillings.
- (c) Any costs, fees or taxes which are imposed in connection with enforcement of an Arbitrator's award shall, to the maximum extent permitted by law, be charged against the party whom enforcement of the award is being sought.

Clause 23 - Miscellaneous.

Clause 23.1.

The Lessee subject to the approval of The Lessor may assign its rights and delegate its obligations under this Agreement or any part thereof to a third party upon giving Thirty (30) days of such notice of such assignment to The Lessor provided however that The Lessee may assign its rights and delegate its obligations under this agreement to any of its affiliates without obtaining The Lessor's consent. In the event that such assignment is to be made to a person or entity not affiliated with The Lessee, then The Lessee shall obtain the consent of The Lessor (not to be unreasonably withheld) prior to the effectiveness of such assignment.

Clause 23.2.

Each party will bear its own cost in respect of this Agreement and the transactions contemplated herein, provided that each party shall pay one half of the costs of the stamping of this Agreement or any other document required to give effect hereto.

Clause 23.3.

This Agreement may be executed in two counterparts each of which shall be deemed as original but both of which constitute one and the same instrument. This Agreement and the Development Plan constitute the entire Agreement between the parties with regard to the subject matter hereof and supersedes any previous agreement between the parties with respect to such subject matter.

Clause 23.4.

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The parties hereto agree to execute documents and perform such further acts as may be necessary to implement the terms of this Agreement.

Clause 23.5.

The headings of Clauses herein are provided for convenience of reference only and shall in no way affect the meaning of this Agreement. References herein to "Clauses" are to the Clauses of this Agreement unless explicitly stated otherwise.

Clause 23.6.

This Agreement may be amended or terminated and any of the terms waived only by a document in writing specifically referring to this agreement and executed by the parties hereto or, in the case of a waiver, by the party waiving compliance. The failure or delay of either party hereto at any time or times to require performance of any provisions hereof shall in no matter affect the right at a later time. No waiver by any party hereto of a breach of any term contained in the Agreement, at any one or more instance, shall be deemed or construed as a further or continuing waiver of any such breach or a waiver of a breach of any other term.

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Handwritten initials: Z, P

Handwritten signature: M. Manojkumar

In Witness Whereof, the parties hereto have executed these presents on the day and year appearing against their respective signatures.

Signed and Sealed with the Common Seal of the Said:

Lessor

Manushi Narumu Joint Co operative Societies Limited
Reg. No. 5517 dated 2nd October 1997

In our Presence this Nineteen day of July 2005

Name. Claude John Mwasu

Postal Address. P.O. Box 7730 Mosh

Qualification / Designation. Chairman - Two Bridges Estate



Name. LUDOVICK LUCA KIONDO

Postal Address. P.O. Box 7730 MOSHI

Qualification / Designation. VICE CHAIRMAN-TBE

Name. PAUL TAMAMU KIRIA

Postal Address. P.O. Box 7730 MOSH

Qualification / Designation. CHAIRMAN MANUSHI SINDE RCS LTD.

Paul

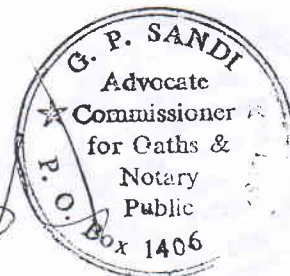
Name. PASCAL ANTHONY MANUSHI

Postal Address. Box 3041 MOSHI

Qualification / Designation. MSUMBE WA BODI

Manushi

Before Me



Commissioner for Oaths / Notary Public

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Signed and Sealed with the Common Seal of the said:

Lessee.

African Plantations Kilimanjaro Limited.

Reg. No. 36216 dated 5th May 1999

In our Presence this Nineteen day of July 2005

Name. SINA KUNDAL GEORGE

Postal Address. 6662 MOSHI

Qualification / Designation. Director

Name. PAUL ANTHONY BEBBINGTON

Postal Address. P.O. Box 6662 MOSHI

Qualification / Designation. General Manager

Name. DONALD DANIELSON TEMBA

Postal Address. 6662 MOSHI

Qualification / Designation. Manager

Name. PASCAL PAUL

Postal Address. _____

Qualification / Designation. _____

Name. _____

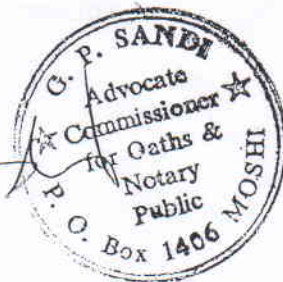
Postal Address. _____

Qualification / Designation. _____

Before Me

[Signature]

[Signature]



Commissioner for Oaths / Notary Public

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Schedule 1

List of Properties

1.0 Assets

Title No: 1087⁵14131, 11835, 8190, 14053, 14052 & 382

Estate : Two Bridge Estate

Situate at : Narumu (Hai) and Manushi (Moshi (R)) – Kilimanjaro

Size of Parcel of Land: 1054 acres

Duration of Lease: 25 Years

2.0 Building /Machineries

2.1 Managers house with the following: - 1 Kitchen room, 1 Dinning room, 1 sitting room, 3 bed rooms, 1 master room, 2 baths & Toilet rooms & 1 water reserve tank

2.2 3 Servant houses with 2 rooms each

2.3 6 Rooms office building with 2 safes

2.4 1 Garage house and two room house for mechanics

2.5 1 Drier house without dries

2.6 Factory building with the following :-

- i. 2 Scraps of pulper machines
- ii. 1Scrap of coffee huller
- iii. Fermentation tanks
- iv . 1 washing channel

2.7 Staff camp :- Seven houses with 2 rooms each

2.8 2 Underground fuel tanks without pumps

2.9 1 Concrete water reserve tank (8m in diameter) for factory

All these buildings are in bad conditions and thus needs extensive repairing .

I hereby certify that this is a true
copy of the original document which
I compared

Kipoko, E. G.
Notary Public

Box 42
Moshi

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