The Aga Khan University

License to Occupy

LICENSOR: **The Aga Khan University,** a University accredited by Tanzania Commission for Universities through Registration No.CR 1/038 in The United Republic of Tanzania and having its registered office at Engaremtoni ya Chini, Arusha, Postal Box 499 Arusha (hereinafter referred to as "AKU", which expression shall wherever the context so permits include its successors and assigns),(hereinafter referred to as "the Licensor" which expression shall include its successors and assignees in title);

LICENSEE: **Moonlight Tanzania Limited,** a limited liability Company incorporated in Tanzania under the Companies Act Chapter 212 of the laws of Tanzania and having its registered office in Arusha 5th Floor, Mega Complex, Livingstone Street Arusha, Tanzania, registration number 153852146 (hereinafter referred to as " the Licensee" which expression shall include its successors and assignees in title):

Hereinafter individually and together referred to as "Party" and or "Parties"

Date: 11th July 2024

Whereas:

A. The Licensor is a lessee of The Aga Khan Foundation (AKF) over AKF's land situated in Ngaramtoni ya Chini in Aru-Meru district (title number 857533 and 850977 farm number 186/1/2/3/4b and 4a) and hereinafter "Parcel of Land" through a Lease Agreement dated 1st October 2015 between the Licensor and AKF.

B. The Licensor agrees to allow the Licensee to occupy, for a determined period, the Parcel of Land for agricultural purposes, including but not limited to planting, growing and harvesting vegetables, Fine Beans, Sugar Snaps and Snow Peas

NOW THEREFORE, the Licensor and Licensee have agreed that this License for the Parcel of Land and development thereupon shall be subject to the following terms and conditions;

1. The Licensee shall occupy a part of the Parcel of Land shown consisting of approximately 12.5 acres for agricultural Crops for a period of **3 (three years** commencing on **1st August 2024 and ending on 31st July 2027** ("the License Period"). The Licensee may be entitled to a renewal or extension of the License for an additional 2 (two) years based on further negotiations between the Parties at the time. The Licensor will permit the Licensee to use the access routes to the Licensed Areas for the purpose of developing agricultural farming as specified in this License.

2. The Licensee acknowledges that this License cannot in any way be deemed to be the granting of a tenancy for the purposes of the Land Act 1999 and that the License is exclusive to the Licensee and that the Licensee shall not part with nor share occupation of the Licensed Area or any part thereof with any other party without express permission of the Licensor.

3. The Licensee shall use the Licensed Areas solely for the purpose of developing and producing agricultural produce such as fine beans, sugar snaps, snow peas and other other produce, for the specific and sole purpose of assessing and maintaining the suitability of the land for the cultivation of a range of other crops. The Licensee will not carry out any unlawful activity or any

other activity which may cause a nuisance, annoyance, or security risk to the Licensor or any adjoining owner or occupier.

4. The Licensee shall not make any alterations to or construct any structures on the Licensed Areas, except those temporary structures needed for the development of the crops provided that plans of such temporary structures are shared in advance with the Licensor for Licensor's approval. The Licensee agrees to remove all such structures on the conclusion of the period and bear all costs (if any) for such removal as well as leave the Licensed Areas in a clean state. The Licensee shall be directly responsible for the payment of all utilities including electricity, water and gas.

5. The Licensee shall comply with all reasonable regulations and conditions that the Licensor may impose relating to the use of the Licensed Areas. The Licensee shall observe all fair labour practices including ensuring timely payment to their labour and staff.

6. The Licensee shall not store anything or leave any rubbish or any other items whatsoever outside the Licensed Areas and within the Licensor's property. The Licensee further agrees to make good any damage to the Licensed Areas caused by the gross negligence of the Licensee, its employees or visitors.

7. The Licensee agrees to permit the Licensor or its agents to enter the Licensed Areas at all reasonable hours for the purpose of viewing the state of the Licensed Areas, provided that the Licensee shall be given reasonable notice.

8. This License may be terminated by the Licensor or the Licensee for any reason and without cause by giving not less than three (3) months' prior notice in writing provided this does not affect the crops in the field at the time. The Licensee agrees that the termination notice will be effective as soon as the crops are harvested by the Licensee. Termination shall be without prejudice to any rights or remedies that may have accrued or be available to either Party. Any failure or indulgence granted by the Licensor in enforcing its rights herein shall not be construed as a waiver of its rights.

9. In the event that the Licensee breaches any of the terms and conditions herein, the Licensor may terminate this License immediately without prejudice to the right of the Licensor to make any claims for compensation for any matters arising from the Licensee's breach(es). Licensee will pay the Licensor the prorated amount based on the annual minimum commitment as stated in clause 10 below.

10. For the period of occupancy and carrying out the development of the vegetable crops, the Licensee will pay the Licensor an annual fee of **Tanzania Shillings Thirty One Million, Two Hundred and Fifty Thousand (Tzs 31,250,000)** total. This is based on a license fee of **Tanzania Shillings Two Million and Five Hundred Thousand (Tzs 2,500,000)** per acre per annum for 12.5 acres. The Licensee will make monthly payments of **Tanzania Shillings Two Million, Six Hundred and Four Thousand, One Hundred and Sixty Seven (Tzs 2,604,167)** per month at the end of each month

11. The Licensor will provide access to the Borehole water from Borehole # 7. The Licensee, upon approval form the Licensor, is permitted to install irrigation pipes which will be buried underground. At the end of the license period, the Licensee shall remove all the irrigation material. Licensee is allowed to use equipment to perform ploughing, ripping, harrowing and other operation required for the farming activities. Licensor agrees to clean the area by slashing and support with the initial ploughing of the area

12. The Licensee may store farming equipment and other personal property used for normal farming operations on the licensed area. The Licensee is responsible for the security of equipment, supplies or any other personal property stored on the area.

13. The Licensor will provide the current farmhouse on the licensed area for the use of the Licensee at no additional cost to be used for storage of supplies, staff washrooms, canteen and change rooms. Any refurbishment or upgrades to the house will be done upon written approval from the Licensor and borne by the Licensee and will be kept in good condition.

14. The Licensor will continue to provide the current security services to the site until the end of the License period. The Licensor will not be held liable for any theft, loss of equipment, loss of fuel etc. whether arising from fire, theft or from any other causes or arising from the negligence or wrongful act of any person in the employ of the Licensor. Should the Licensee have equipment, goods or crop stolen from the property, the Parties shall meet and collaborate to recover or replace the missing items. The Licensee can engage its own security if desired at their own expense.

15. The Licensee is allowed to install a greenhouse or nursery on the licensed area where plants are grown for transplanting for use as stock for budding and grafting. The Licensee is also permitted to erect sheds, poles and support structures to facilitate the production of agricultural produce. All structures shall be removed upon conclusion of the license period by the Licensee on its own costs.

16. The Licensee agrees to indemnify and hold harmless the Licensor from any claims and/or actions whatsoever that may be addressed and/or directed to the Licensor as a result of the agricultural crops farming undertaken by the Licensee. Licensee agrees to indemnify and hold the Licensor, its directors, affiliates, management, employees, servants and agents, including any entity within the Aga Khan Development Network (AKDN), harmless against all losses, liabilities, reasonable and receipted costs, expenses, demands, fines, penalties, damages, injury, charges and claims of whatsoever nature (including bodily injury)suffered or sustained as a result of any acts or omissions and any breach of this license by the Licensee and/or their permitted assignees, employees, agents, representatives, contractors, consultants and advisers including all losses, injuries and claims sustained or raised by any third party.

17. The Parties undertake to act in good faith and fairly with respect to each other's rights and obligations under this License and to adopt all reasonable measures to ensure the realization of the objectives of the License.

18. The Licensee shall treat as strictly confidential all confidential information received from the Licensor by virtue of this license. The Licensee shall neither share such confidential information with any third party without the prior written consent of the Licensor nor use such information for any purpose other than the performance of its obligations under this license, except disclosure to the Licensee's professional advisers, agents, employees and consultants as may be required for the purposes of this license and who shall be made aware of the nature and extent of these confidentiality obligations and the Licensee shall be liable for any breach of such confidentiality obligations arising from such disclosure. Such confidential information shall include all private information shared by the Licensor prior to, during and after the execution of this license. The confidentiality obligations contained in this license shall not apply to confidential information, which can be demonstrated as having been: lawfully obtained from a third party who is not under obligation of confidentiality with regard thereto; already in the public domain or which becomes part of the public domain without any violation of the Licensor's obligations under this license; or developed independently by the Licensee without any violation of its obligations under this license; or approved in advance for release by written authorization by the Licensor required to be disclosed by virtue of a court of law or applicable legislation in which case the Licensee shall notify the Licensor in writing prior to such disclosure.

19. In the event that the Parties receive from or create on behalf of each other any information about any individuals in connection with the performance of this license, the Parties shall maintain such information in the strictest confidence and ensure that such information is processed in accordance with the provisions of applicable privacy laws, and shall not disclose such information to any third party, or in any publication, unless required by applicable law. Collection and sharing of required data with the Licensor shall be in accordance with all applicable data protection

obligations and requirements under applicable privacy laws. The Parties will take all necessary steps to provide for the safe custody of any and all confidential information in its possession and to prevent unauthorized access thereto or use thereof in compliance with applicable privacy laws.

20. The Licensee agrees that the Licensor may, without the prior consent of the Licensee, assign or transfer any benefit arising under or out of this License or any of its obligations hereunder to a third party by giving one (1) week's written notice to the Licensee. Licensee shall not assign or transfer or delegate their rights and obligations under this license to any other party without the prior written consent of the Licensor.

21. All matters arising from and in connection with this License shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

22. No variation to this licence shall be effective unless confirmed in writing and signed by both Parties.

23. Any disputes arising between the Parties will be resolved amicably between the Director of Moonlight Tanzania Limited and the Director (Site Operations) of the Aga Khan University. Any dispute which cannot be settled amicably within thirty (30) calendar days, may be referred to arbitration by mutual consent of the Parties who shall be a practicing advocate of the High Court of Tanzania of not less than ten (10) years and a member of the Tanzania Institute of Arbitrators (TIA) assisted by such number of assessors of professional advisors as the Arbitrator shall deem necessary. The arbitrator shall make a reasoned award made in writing and the award of the arbitrator shall be final and binding on the Parties to the dispute and shall be treated as an enforceable order of court in the same manner as any judgment of the Court; Each Party shall initially pay its own costs in respect of the arbitration. The arbitrator shall make an award in respect of the costs and any apportionment of costs of the arbitration having regard to the merits of each case and relative success of each Party in the outcome. Parties may seek the assistance of the courts only for the limited purposes of seeking emergency injunctive relief or for the enforcement of the arbitral award.

IN WITNESS WHEREOF the Parties, through their duly authorized representatives, hereto have set and subscribed their respective hands on the day, month and year, first mentioned above.

For The **Aga Khan University**

Name:Murad Jivan
Title: Director, Site and Facilities Operation
Signatures:_____
Date: 15/08/2024.

THE AGA KHAN UNIVERSITY
Arusha Campus
P. O. Box 499
Arusha - Tanzania

Name: Mkwila Chihoma
Title: Head of Finance
Signatures:_____
Date:

Signed by the Licensee .....

Name of Licensee SHRIDHAR CHAUDHARY
MOONLIGHT TANZANIA LTD

Witnesses:

1. **Name:** MOHIT CHAUDHARY
   Signature .....

MOONLIGHT TANZANIA LIMITED ARUSHA