



The bank that listens

CRDB Bank PLC
Mbezi Beach Branch
P.O.Box 33928
Dar es Salaam, Tanzania
Tel: +255 22 261 8063/5
Email: info@crdbbank.co.tz
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FACILITY LETTER

FROM

CRDB BANK PLC

TO

OSINGO CONSTRUCTION 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**

Date: 14th May 2025

Dear Customer/Borrower,

This is to inform you that, **CRDB Bank Plc** (hereinafter the Bank) has agreed to issue **OSINGO CONSTRUCTION COMPANY LIMITED**, a company incorporated under the laws of Tanzania with registration number 32471 and having its registered office at **P.O. Box 25601, Dar es Salaam** (hereinafter the Borrower), the facility (hereinafter the Facility) on the terms and conditions provided in this facility letter (hereinafter the Facility Letter) together with the Standard Terms and Conditions (collectively referred to as the "Facility Agreement").

1. THE FACILITY

| S/No. | Type | Amount |
|-------|--|---|
| a) | Term Loan Facility (<i>Investment Loan</i>) | TZS 5,000,000,000/- (Say Tanzanian Shillings Five Billion Only) |

2. TERMS AND CONDITIONS

2.1. Term Loan Facility (*Investment Loan*)

| | | |
|----|-----------------------|---|
| a) | Tenor | 60 months, inclusive of 12 months grace period (the " Grace Period ") from the draw down date (that is the date funds are made available in the Borrower's account) |
| b) | Purpose | The Facility shall be used as an investment for the construction of the commercial property located at Tabata Segerea, Dar es Salaam. |
| c) | Interest rate | 15% per annum on the disbursed amount. |
| d) | Repayment | Without prejudice to the continuous right of the Bank to demand repayment of all amounts due under this Facility Letter [upon an occurrence of an Event of Default as specified under the Facility Agreement], the outstanding Facility and any interest accrued thereon from time to time, shall be repaid in equal monthly installments as per the indicative repayment schedule attached as Annex II. |
| e) | Drawdown | The Facility shall be disbursed in multiple tranches at the request of the Borrower, as advised by Bank Internal Valuer. |
| f) | Specific terms | Interest during the Grace Period shall be paid monthly as it accrues. |

3. SECURITY

The Facility shall be secured by the following securities: -

• Initials: Bank.....

Borrower..... LM

3.1. New Security

| S/No | Type of Charge and Description of Security | Documents of Title | Owner | Location |
|------|--|--------------------------------|-------------------------------------|--|
| a) | A first ranking legal mortgage | CT No. 47596, LO No. 167263 | Osingo Construction Company Limited | Plot No. 212, Block 'S', Tabata in Dar es Salaam City. |
| b) | A first ranking debenture over all assets of the Borrower registered to secure TZS 5,000,000,000/- plus interest, costs and other charges thereon. | | | |
| c) | Directors' guarantee and indemnity executed by Gaudencia Peter Lekundayo Mushi, Salutari John Meja Massawe and Jacqueline Salutari John Meja to secure TZS 5,000,000,000/- plus interest, costs 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 more than 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 loan maturity].

4.2. Subsequent Conditions

As long as this Facility is outstanding, the Borrower agrees and undertakes to: -

4.2.1. Route 80% of the sales proceeds to CRDB Bank account.

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 reasonable notice to the Bank. In that case, the Bank may, at its 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 the rate of 2.54% per annum (exclusive of VAT), on the outstanding amount of the facility, in the event of a pre-payment of the facility by a Third Party. No pre- payment fees shall apply in the event of a pre-payment of the facility by the borrower from its own source of income.

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 | 1.5% on each disbursed amount |
| b) | Legal Documentation Fees <i>(excluding registration fees)</i> | 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 are to be agreed upon between the Borrower and the Bank’s appointed external lawyer before 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.

| S/No | Risk Cover | Risk Management Fee |
|-------|---------------------------|--------------------------------|
| i). | Normal SME/business loans | 1.25% on each disbursed 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.

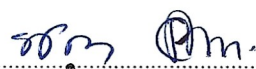
8. NOTICES AND COMMUNICATIONS

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:

Initials: Bank.....



Borrower.....LM



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

Osingo Construction Company Limited
P.O. Box 25601
Dar es Salaam

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,

CRDB BANK PLC.
MBEZI BEACH BRANCH, 62

CRDB BANK PLC.
MBEZI BEACH BRANCH, 62

(Signature) 

(Signature) 

(Name) Henry Saka

(Name) ANGEL SIKA

(Position) Manager Business Development

(Position) B.M.

For and on behalf of CRDB BANK PLC

Annex-1

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 **OSINGO CONSTRUCTION COMPANY LIMITED** (the “Company”) held at the Company’s registered office on the day of 2025, 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 |
|-------|---|---|
| a) | Term Loan Facility (Investment Loan) | TZS 5,000,000,000/- (Say Tanzanian Shillings Five Billion 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




| S/No | Type of Charge and Description of Security | Documents of Title | Owner | Location |
|------|--|--------------------------------|-------------------------------------|--|
| a) | A first ranking legal mortgage | CT No. 47596, LO No. 167263 | Osingo Construction Company Limited | Plot No. 212, Block ‘S’, Tabata in Dar es Salaam City. |
| b) | A first ranking debenture over all assets of the Borrower registered to secure TZS 5,000,000,000/- plus interest, costs and other charges thereon. | | | |
| c) | Directors’ guarantee and indemnity executed by Gaudencia Peter Lekundayo Mushi, Salutari John Meja Massawe and Jacqueline Salutari John Meja to secure TZS 5,000,000,000/- plus interest, costs and other charges thereon. | | | |

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

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. | SALUGARI JOHN MEGA | DIRECTOR |  |
| 2. | GAUDENSIA PETER MUSHI | DIRECTOR |  |
| 3. | JACQUILINE S.M. MASSAU | DIRECTOR |  |

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 favour of the Bank and the Company is hereby authorized to charge its assets in favour 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 to be and are hereby authorized to sign and/or deliver the Facility Agreement and any related security documents;
- f) A certified copy of these resolutions be furnished to the Bank; and
- g) Accepting and becoming a 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 OSINGO CONSTRUCTION COMPANY LIMITED and certified by:

Name: SALUGARI JOHN MEGA

Name: GAUDENSIA PETER MUSHI



Signature: 

Signature: 

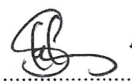
Designation: Chairman

Designation: Secretary

Initials: Bank 

Borrower   LM

Annex II
[Repayment Schedule]

Initials: Bank.....

Borrower..........LM