



MEMORANDUM OF UNDERSTANDING.

This Memorandum of Understanding is made this day the 20th day of April 2025 in Doha, the State of Qatar by and between:

MUZDALIFAH ISLAMIC CHARITABLE ORGANIZATION, registered and having its HQ in Dar Essalam/ Tanzania, (hereinafter referred to as "MICO ")
FIRST PARTY, **Represented herein by: Mr. JUMANNE ATHUMAN KASONSO.**

MIKO SECRETARY GENERAL.

and

CASTWELL ENGINEERING CONTRACTING & CONSULTING CO,
registered and having its HQ in DOHA, THE STATE OF QATAR, Consulting Company, (hereinafter referred to as "Consultants") Second PARTY.
Represented herein by: Mr. KHALID ABDALLA, CEO.

PREAMBLE:

WHEREAS MICO is a recognized entity within Tanzania and is committed to establishing an ABBITOIR, A TANNERY, AND A FARM FOR BREEDING CATTLE (PROJECT), of strategic importance that aligns with the country's development goals;

WHEREAS Consultants possess expertise in facilitating international partnerships, securing financing arrangements, and overseeing and managing the development of large-scale projects.

WHEREAS both parties are dedicated to fostering a collaborative and transparent partnership to ensure the successful implementation of the PROJECT;

NOW, THEREFORE, in recognition of the mutual benefits and shared goals, MICO and Consultants hereby enter into this Memorandum of Understanding to



outline the framework for cooperation and partnership in implementing the PROJECT, and any other projects and trading activities.

1- Purpose:

This Memorandum of Understanding (MOU) is entered into to establish a collaborative partnership for the successful development, financing, construction, and operation of the PROJECT in Tanzania.

2- Scope of Collaboration

1. Responsibilities of MICO:

- 1-1 Secure and prepare the required Feasibility study for the realization of the PROJECT.
- 1-2 Secure and prepare the required land for the PROJECT, in the area and size as will be defined by the feasibility study, within max. 3 months of signing this MOU, and register the Project Company.
- 1-3 Obtain all necessary concessions and licenses and permits from the Government of Tanzania within 3 months' time as from today.
- 1-4 Undertake all local commitments necessary to set up the project, secure visas, stay permits and other facilities for the implementing company team.
- 1-5 Ensure compliance with local laws, regulations, and policies throughout the PROJECT.
- 1-6 Certain Government assurances shall be discussed with the Government authorities, like Ministry of Trade, industry and the Central Bank of Tanzania, as may be required. Mico shall undertake to facilitate and arrange for such actions.

2. Consultants Responsibilities:

- 2-1 Engage and negotiate with an international company to finance, build, and operate the PROJECT, completing



negotiations within 6 months or less as from MICO notifies Consultants that they have secured the feasibility study and the required land.

2-2 Provide advisory services and supervision financial and operational success.

2-3 Ensure that the selected international company adheres to global best practices and aligns with the PROJECT's strategic goals.

3- Partnership Framework

• Operational Roles:

3-1 MICO will act as the local partner, focusing on the preparation of the Feasibility studies, land acquisition, governmental relations, and legal compliance.

3-2 Consultants will serve as the strategic partner, overseeing international partnerships and financial arrangements.

3-3 The Local project company will be managed by a Board of directors representing at least both Parties.

• Shareholding Criteria:

3-4 Consultants shall receive [25%] equity in the PROJECT's Co. shares.

3-5 This equity share is contingent upon successfully securing an international company and completing financing arrangements.

3-6 Additional terms related to equity allocation will be finalized upon execution of binding agreements.



4- Timelines

5- Dispute Resolution

5-1 Good Faith Negotiations: In the event of a dispute arising out of or in connection with this MOU, both parties agree to engage in good faith negotiations to resolve the issue amicably.

5-2 Mediation: Should negotiations fail, the parties shall submit the dispute to mediation, appointing a neutral third-party mediator within 30 days.

5-3 Arbitration: No arbitration nor litigation shall be necessary in the implementation of this MOU.

Confidentiality

6- Both parties agree to maintain the confidentiality of all proprietary and sensitive information exchanged during the course of this collaboration, unless disclosure is required by law or agreed upon in writing by both parties. International rules and regulations regarding NON-CIRCUMVENTION NON DISCLOSURE is applicable to this MoU.

7- Non-Binding Nature

7-1 This MOU serves as a statement of mutual intentions and is not legally binding. It forms the foundation for subsequent binding agreements to be executed by the parties. The Parties shall be bound by any final signed agreement between them as well as to the Articles & Memorandum of association of the project Company.

7-2 Separate Agreements and or Contracts shall be signed with the international investor and EPC & Financing company, and need to be recognized by Tanzania related Ministries, and the Central Bank of Tanzania. MICO undertakes to take the responsibility of leading such negotiations.



كاست ويل للهندسة والمقاولات والاستشارات
CASTWELL Engineering, Contracting & Consulting

SIGNED FOR:

MUZDALIFAH ISLAMIC CHARITABLE ORGANIZATION, (MICO)

Represented by: Mr. JUMANNE ATHUMAN KASONSO.

MICO SECRETARY GENERAL.

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SIGNED FOR:

CASTWELL ENGINEERING CONTRACTING & CONSULTING CO,

Mr. KHALID ABDALLA. CEO.

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WITNESSED BY:

1- MR. SYRIACUS BARNABAS

2- MR. ELSAYED KHIDIR ABUSAIF

3- MR: ISMAIL S. ELSHAFIE