

FARMING PARTNERSHIP AGREEMENT

Between

**MEZZI ESTATES (PVT) LTD
("MEZZI")**

represented herein by Nyasha Madzika, she being duly authorized

and

**PROGROW ENTERPRISES ENTERPRISES (PVT) LTD
Represented by Eric Coleman he being duly authorized
("PROGROW")**

WHEREAS

- A MEZZI is the owner of a farm situate in the District of Headlands called Mezzi Estates ("the Farm")
- B PROGROW has the skills and much of the equipment necessary to carry out farming operations: and
- C In the circumstances Mezzi and Progrow have reached agreement as to the basis upon which they will enter into a partnership for the purpose of conducting farming operations on the Farm.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Business of the Partnership

During the currency of this agreement the parties have agreed to conduct a business in terms of which farming operations shall be conducted on the Farm for their joint benefit, in particular involving the seasonal growing of not less than 40 hectares of Virginia Tobacco, and the marketing of such tobacco, it being particularly recorded that any crops grown on the Farm in addition to a tobacco crop shall be grown at the risk of, and for the profit of Progrow.

2. Period

Notwithstanding the date of signature hereof this agreement commenced on 1 September 2016 and shall continue for a period of Ten (10) years, unless sooner terminated on not less than 18 months written notice given by either party to the other and terminating at the end of a tobacco season (i.e. on 31 August); or otherwise as provided herein.

[Handwritten signatures and initials]
NM

14 Notices

Any notice required to be given to either party in terms of this agreement shall be addressed to such party in writing by one of the following means-

MEZZI

Physical address: 52 WILLIAM POWLETT DRIVE, BORROWDALE, HARARE

Fax number:

Email address:

PROGROW

Physical address: Mezzi Estate - Headlands

Fax Number:

Email address:

14.2 Any notice dispatched by prepaid registered post to any of the aforesaid postal addresses shall be deemed to have been duly given and received seven (7) days after having been posted in Zimbabwe, and any telefax or email notice shall if recorded as having been received be deemed to have been given and received on the date of dispatch.

14.3 The parties hereby choose the foregoing physical addresses as their respective domicilia et executandi for all purposes of this Agreement.

15 Whole Agreement

15.2 This agreement constitutes the entire contract between the parties and no warranties or representations or promises or undertakings have been given or made by either party to the other except those recorded in this agreement.

15.3 No Variation of this agreement shall be valid unless reduced to writing and signed by or on behalf of both parties.

THUS /DONE...

BC

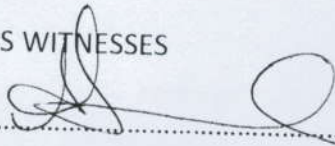
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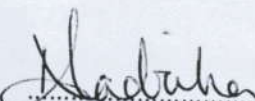
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THUS DONE AND SIGNED at Harare on this day of 23 MARCH 2017

AS WITNESSES

1. 




MEZZI

2. 

THUS DONE AND SIGNED at Harare on this day of 23 March 2017

AS WITNESSES

1. 



PROW GROW

2. 