



ANNEX 4

Paper laid
By Hon. Kareke
Msimili on
An Annex to
the report
on petition of
Nyeri county
coffee farmers
in the matter of
Production &
marketing
of coffee
On Wednesday
28.10.2015
[Signature]

ANNEX 4.

AGREEMENT

BETWEEN

KENYA COOPERATIVE COFFEE EXPORTERS LTD

AND

THE COMMERCIAL COFFEE MILLERS AND MARKETING AGENTS
ASSOCIATION

1. A YNERI

This Agreement Made on this 24th day of March 2014

BETWEEN Kenya Cooperative Coffee Exporters Limited of P. O. Box 54980- 00200, Nairobi, hereinafter referred to as "KCCE", (and shall where the context so admits and includes its successors and assignees), Commercial Coffee Millers And Marketing Agents Association (representing the members listed under schedule 1 of this agreement), of P. O. Box 105472 - 00101, hereinafter referred to as the "CCMMAA" (and shall where the context so admits and includes its successors and assignees)

This agreement is between the above mentioned parties on the payment and/or securing of advances owed by respective coffee growers through their respective coffee co -operatives and factories in Nyeri County and issues incidental to coffee sales and matters related thereto.

WHEREAS "KCCE" is selling coffee on behalf of the Coffee Growers through the Coffee Co operative Societies in Nyeri County;

AND WHEREAS respective Coffee Growers, in Nyeri County owe CCMMAA various advances made through their respective Coffee Co – operatives Societies and Factories in Nyeri County;

THIS AGREEMENT NOW WITNESETH AS FOLLOWS;-

1. **THAT** Nyeri Coffee Growers are henceforth free to sell their coffee to whoever they wish and in the manner they wish and in particular as the Growers had agreed with KCCE and CCMMAA have no objection to the same whatsoever.
2. **THAT** the advances made through the respective coffee co – operative societies and factories by the various marketing agents represented by CCMMAA be and is hereby secured by the execution of this agreement (this agreement is sufficient security) and the same shall be paid by KCCE upon the sale of coffee on or before 30th September, 2014 subject to the usual verification.
3. **THAT** the advance to be paid shall be subject to the value of the coffee already delivered to the Coffee Marketers represented by the CCMMAA.
4. **THAT** the Coffee Millers and Marketing agents represented by CCMMAA shall have no further claim outside this agreement in relation to the advances.
5. **THAT** the contents of this agreement shall remain confidential between the parties and shall not be disclosed to any other parties who are not privy to it.
6. **THAT** time shall be of **ESSENCE**.

7. **THAT** in case of any dispute arising from this agreement it shall be referred to Arbitration and subject to the provision of the Arbitration Act 1995.

THIS AGREEMENT SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS

1. The schedule listing the names of members of CCMMAA owed advances shall be prepared by CCMMAA and issued on Monday 24th March, 2014
2. The schedule listing the Co operative Societies owing advances shall be prepared and provided by CCMMAA on Monday 24th March, 2014
3. KCCE shall hold an equivalent amount of the advances owed to CCMMAA until verification of the debt and notify CCMMAA of the sale where the debt is owing.
4. Verification for the purposes of this agreement means the issuance and authentication of the following documents by all parties;-
 - (a) Application from the growers for the loan,
 - (b) Proof of disbursements by respective members of CCMMAA and receipt by the respective growers,
 - (c) Letters of offers duly executed,
 - (d) Statement of outstanding loan,
 - (e) Minutes authorizing the borrowings and borrowing powers issued by the commissioner for co operatives.
 - (f) The Local Purchase Order from the society, invoice and delivery note from respective grower societies
 - (g) Goods receipt note by the co operative society.
5. The verification shall be done by the accountants from CCMMAA, KCCE and the Cooperative Societies. In case of any dispute parties shall be subject to audit by the auditors of the three parties.
6. Coordination of verification shall be done by the Nyeri County Co operatives Officer and all communication shall be done through his office with confirmation and execution by all the parties.
7. **ALL** Verification shall be done within **21 days from 24th March, 2014.**

IN WITNESS THEREOF the parties hereto, have hereunder subscribed their hands and marks the day and the year hereinabove mentioned.

**SIGNED AND SEALED WITH THE COMMON SEAL
OF KCCE**

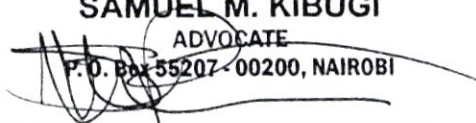
In the presence of

The Chief Executive Officer (Lucy Murumba)



I HEREBY CERTIFY that I was present and saw **The Chief Executive Officer (Lucy Murumba)**.....and being Known to me / ~~Identified by~~witnessed him/her sign and seal this agreement and on behalf of KCCE on this^{24th}.....day of ^{March}....., 2014.

SAMUEL M. KIBUGI
ADVOCATE
P.O. Box 55207-00200, NAIROBI

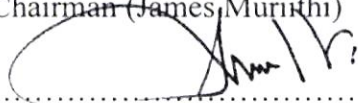


.....
(Sign & Stamp of Advocate Certifying)

**SIGNED AND SEALED WITH THE COMMON SEAL
OF CCMMAA**

In the presence of

Chairman (James Muriithi)



The Secretary (Mr. Martin Ngare)



The Treasurer (Ms. Faith Karimi)

[Signature]

CHARLES WAHOMÉ GIKONYO
Advocate, Commissioner for Oaths
Notary Public, CPS (K)
P.O. Box 2088 - 10100, NYERI-KENYA
Tel: 061-2030822
Cellphone: 0722 - 822 801

In the presence of

[Signature]

I HEREBY CERTIFY that I was present and saw ... **Chairman (James Muriithi)**... The **Secretary (Mr. Martin Ngare)**...., **The Treasurer (Ms. Faith Karimi)**.... and being Known to me / Identified bywitnessed him/her sign and seal this agreement and on behalf of Commercial Coffee Millers and Marketing Agents Association on this *2nd* day of *March*, 2014

CHARLES WAHOMÉ GIKONYO
Advocate, Commissioner for Oaths
Notary Public, CPS (K)
P.O. Box 2088 - 10100, NYERI-KENYA
Tel: 061-2030822
Cellphone: 0722 - 822 801

(Sign & Stamp of Advocate Certifying)

WITNESSED BY:

[Signature]

H.E Nderitu Gachagua
(Governor, Nyeri County)

CHARLES WAHOMÉ GIKONYO
Advocate, Commissioner for Oaths
Notary Public, CPS (K)
P.O. Box 2088 - 10100, NYERI-KENYA
Tel: 061-2030822
Cellphone: 0722 - 822 801

In the Presence of

[Signature]

AND

[Signature]

Isabela Nkonge, Ag MD Coffee Board of Kenya

CHARLES WAHOMÉ GIKONYO
Advocate, Commissioner for Oaths
Notary Public, CPS (K)
P.O. Box 2088 - 10100, NYERI-KENYA
Tel: 061-2030822
Cellphone: 0722 - 822 801

In the Presence of

[Signature]

I HEREBY CERTIFY that I was present and saw ... **H.E Nderitu Gachagua, Governor, Nyeri County**.....and **Isabela Nkonge, Ag MD Coffee Board of Kenya**... and being Known to me / Identified bywitnessed him/her sign and seal this agreement and on behalf of KCCE on this *2nd* day of *March*, 2014.

(Sign & Stamp of Advocate Certifying)

CHARLES WAHOMÉ GIKONYO
Advocate, Commissioner for Oaths
Notary Public, CPS (K)
P.O. Box 2088 - 10100, NYERI-KENYA
Tel: 061-2030822
Cellphone: 0722 - 822 801

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DATED THE 15th DAY
OF January 2014

| | | |
|--------------------|---|---|
| COFFEE BOARD OF KE | | |
| RECEIVE | | |
| 30 JAN 2014 | | |
| PASSED TO | | |
| INITIALS | * | * |
| | * | * |

KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")

-and-

Thiriku

(as the "grower")



XAC/19

MILLING AGREEMENT

2013/2014

MILLING AGREEMENT

THIS AGREEMENT made on this 17th day of Jan Two thousand and four

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 111-10230, SAGANA a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

Thirika of CS 9165 a registered grower of coffee (Registration No. CS 9165) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act. 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
- 2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
- 3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
- 4. The grower shall pay to the milling fees at a rate in an amount equal to **US\$ 66 PER TON** of parchment or Mbuni milled. These charges include handling and offloading at the mill.
- 5. Drying of coffee received at the mills will be charged at **USD 20 PER TONNE** after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to the grower at a central point agreed upon, without any charge
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.
11. The miller shall dispose all the husks on bulk and pass on all proceeds at the end of every crop year to the respective growers on prorata basis. This shall be done in reference to the Coffee Act

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

SIGNED for and on behalf of the miller:

KENYA CO-OPERATIVE COFFEE MILLERS LIMITED
P. O. Box 111 - 10230

[Signature]) GAKINYA ~~SAMON~~ ^{SAGANA} K

in the presence of: THE CO-OPERATIVE BANK OF KENYA LTD.
GREGORY L. OMUSORO, ADVOCATE
LEGAL OFFICER
P. O. Box 48231 - 00100, NAIROBI

SIGNED & SEALED with the common seal of the grower)

in the presence of:

Erasmus Mathenge *[Signature]*

Chairman

David Karuki *[Signature]*

Treasurer

Paul Njiru *[Signature]*

Secretary

Manager (where applicable)



MARKETING AGENCY AGREEMENT

THIS AGREEMENT is made the 31ST day of Dec. two thousand and THIRTEEN

BETWEEN KENYA CO-OPERATIVE COFFEE EXPORTERS LIMITED of Post Office Box Number 54980 - 00100 Nairobi a marketing agent Registration No.CS/12173 (hereinafter called the "marketing agent", which expression shall where the context so admits include its successors and assignees) of the First Part;

AND

TEKANDU P.C.S. of Box 1941 K.C.T. a registered grower of coffee [Registration No. 10744] (hereinafter called the "grower", which expression shall where the context so admits include its successors and assignees) of the Second Part

WHEREAS:

(a) the marketing agent is duly licensed under the Coffee Act, 2001 and the rules made there under; and

(b) the grower has requested the marketing agent to provide the services referred to below and the marketing agent has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter,

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower appoints the marketing agent as the grower's sole marketing agent, for the duration of this Agreement, for the purpose of marketing and selling coffee on behalf of the grower in accordance with the provisions of the Coffee Act, 2001.
2. In carrying out its obligations under this Agreement the marketing agent undertakes to conduct his business diligently and professionally at all times in the best interest of the grower.
3. The marketing agent shall sell the coffee at the coffee auction and obtain the best price available in the particular crop year. Upon receipt of any proceeds, the same shall be paid directly to the grower's account as hereinafter provided.
4. The marketing agent shall keep proper and clean records of all coffee delivered to him and of any other services rendered to the grower, and shall in a timely manner render to the grower schedules of out-turns and of all statutory and other deductions made from the proceeds of sale of coffee on the grower's behalf.
5. The marketing agent shall -

(a) advise the grower on matters pertaining to sales of coffee;

(b) receive coffee from millers on behalf of the grower;

- (c) warehouse, bulk small lots, grade and classify coffee by liquoring or otherwise;
 - (d) prepare the coffee sales catalogues after coffee has been delivered by the miller or his agent at the designated warehouses;
 - (e) deliver coffee samples to the central trade sample room of the Nairobi Coffee Exchange;
 - (f) set the reserve price in consultation with the grower;
 - (g) monitor the sale of coffee at the Nairobi Coffee Exchange;
 - (h) facilitate the auctioning of coffee at the Nairobi Coffee Exchange and or through direct sales as the case may be.
 - (i) receive the proceeds of sale of coffee and promptly remit the same after making statutory and other deductions;
 - (j) prepare and issue coffee storage warrants;
 - (k) provide such advice from time to time as the grower may reasonably require in relation to milling out-turns and grading, proper financial management, liaison with the miller, financial services to be provided and interest rates and repayment schedules agreed upon with the grower;
 - (l) provide such advice from time to time as the grower may reasonably require in relation to coffee marketing and warehousing facilities, coffee processing, handling, storage, milling, grading and classification, sourcing funds, cherry or parchment advances and financing;
 - (m) appoint a reputable insurance company to insure the coffee and ensure that the financier's interest is duly noted in the insurance policy;
 - (n) appoint a duly licensed auctioneer to auction the coffee at the relevant coffee auction;
 - (o) Appoint any other licensed marketing agents and, in accordance with the provisions of the Act, agree on fees and other payments due to the said marketing agents for services rendered or to be rendered.
6. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 11 hereof.
- 7 At any time after the first anniversary of the coming into force of this Agreement, either the grower or the marketing agent may terminate this Agreement by giving the other at least .3 months' notice in writing prior to proposed date of termination.

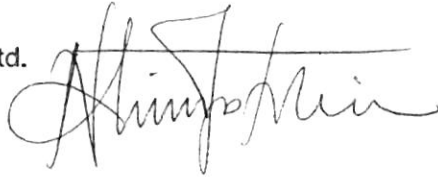
Provided that -

- (a) no such termination shall in any way affect any accrued right of either party hereunder;
 - (b) no such notice of termination by the grower shall be valid without the consent of the financier; and
 - (c) where the grower is a member of a co-operative society and the rules of the society so provide, no such notice of termination shall be valid if it was given in contravention of the rules of the society or of any agreement to which the society and any party to this Agreement are parties.
8. Coffee sold by the marketing agent on the grower's behalf shall be sold on condition that ownership of coffee shall not pass to the buyer unless and until it has been paid for and the grower has received the balance of the proceeds of sale after statutory and other proper deductions;
9. All coffee proceeds from coffee dealers received by the marketing agent, less the required statutory deductions, milling costs, warehousing, insurance costs, auctioneer's fees and other proper charges, shall be paid directly to such bank account of the grower as the grower may from time to time in writing direct, such payments to be made -
- (a) as soon as practicable but in any event not later than seven days from the prompt date, as provided by section 35 of the Act; and
 - (b) in United States dollars or such other hard currency as may from time to time be agreed and as the rules of the Coffee Exchange may permit.
10. By this Agreement the grower irrevocably authorizes and directs the marketing agent to deduct the milling, other charges and all moneys rightfully due to any agent and after statutory deductions to remit the balance as hereinbefore provided.
11. The grower may authorize the marketing agent to deduct credit or advances made for management services and pay the financier on hypothecation of the coffee crop.
12. The grower authorizes the marketing agent to deduct not more than -
- a) Two per cent (2%) of gross as marketing agency fees exclusive of VAT (16%)
 - b) one per cent (1%) being ad valorem levy due to the Board and the Foundation;
 - c) two per cent (2%) being research levy due to Coffee Research Foundation
 - d) 80% of 1% payable to Kenya Roads Board
 - e) 20% of 1% being the county council cess from coffee sales proceeds,
- and to pay the said percentages to the parties entitled to them and remit the balance to the grower in the manner hereinbefore provided.
13. The fees of any auctioneer appointed by the marketing agent shall not exceed 0.1% of the gross sales of the grower's coffee.

14. The marketing agent shall appoint an insurance firm (and not merely an insurance broker) to insure the grower's coffee.
15. Delivery of coffee shall be the basis of payments or advances and loans to growers but the marketing agent shall give tariffs and rates for service and in case of any changes he shall advise the grower in writing at least three months before the effective date.
16. In his dealings with the grower, the marketing agent shall observe and comply with any requirements of the Coffee Act, 2001 and of the rules made there under.
17. All the parties to this Agreement affirm and undertake to honor all obligations among them including, but not limited to, all irrevocable payment instructions that may be issued by the grower to the Board or any other marketing agents from time to time.
18. All disputes or differences arising between the parties hereto out of this Agreement will be resolved amicably as between the parties and failing such mutual settlement, shall be referred to a single Arbitrator, appointed by agreement between the parties or in default, by the Chairperson of the Kenyan Branch of the Chartered Institute of Arbitrators of the United Kingdom. The proceedings shall be in accordance with the provisions of the Arbitration Act 1995 or such other statutory re-enactment in force in Kenya and the award of the Arbitrator shall be final and binding upon the parties hereto. The Arbitration proceedings shall take place in Nairobi, Kenya and the costs thereof will be borne equally between the parties hereto.
19. This Agreement is subject to and shall be interpreted in accordance with the laws of the Republic of Kenya.
20. The forbearance, failure or delay of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed as a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach, after demand for strict performance.
21. All rights granted to either party under this Agreement shall be cumulative and the exercise the rights shall neither restrict nor prejudice the exercise of other rights granted by this Agreement, or otherwise available under it.
22. Any notice under this agreement shall be in writing and shall be deemed to have been duly given or made if delivered at the offices for the time being of the parties hereto or sent by pre-paid letter of post to the last known addresses of the parties hereto and if sent by post such notice shall be effectual for all purposes four days after the date of posting thereof and in proving service by post it shall be sufficient to prove that the letter containing the notice was properly stamped, addressed and put into the Post Office.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

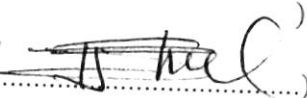
SIGNED for and on behalf of the marketing agent:
Kenya Co-operative Coffee Exporters Ltd.
P. O. Box 54980 - 00200, Nairobi.



in the presence of)
THE CO-OPERATIVE BANK OF KENYA LTD.
GREGORY L. OMUSILO, ADVOCATE)
LEGAL OFFICER)
P. O. Box 48231 - 00100, NAIROBI)

SIGNED & SEALED with the common seal of the grower)


in the presence of:)

J.B. MURITHI 

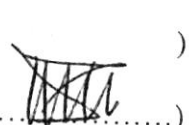
Chairman)

PATRICK KIBERENGE 

Treasurer)

CHARLES MUKALIE 

Secretary)

PHILIP MASNA 

Manager (where applicable))

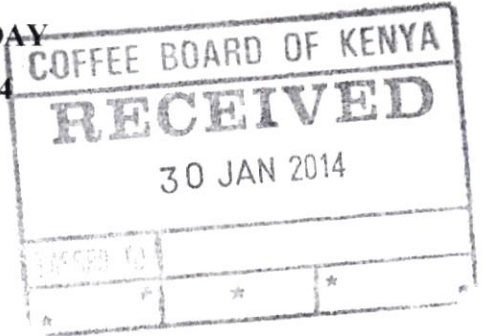


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DATED THE 10th DAY
OF JAN. 2014



KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")

-and-

RUTUMBA FEE LTD
(as the "grower")

Kianjogu farm
Githima "
Ruthagath "
Kari "
Ngandu "

XAC/061



MILLING AGREEMENT

2013) 2014

MILLING AGREEMENT

THIS AGREEMENT made on this 10th day of January Two thousand and fourteen.

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of **P.O. BOX 111-10230, SAGANA** a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

Duma J.S. et al. of
a registered grower of coffee (Registration No.) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act, 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
- 2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
- 3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
- 4. The grower shall pay to the milling fees at a rate in an amount equal to **US\$ 66 PER TON** of parchment or Mbuni milled. These charges include handling and offloading at the mill.
- 5. Drying of coffee received at the mills will be charged at **USD 20 PER TONNE** after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to the grower at a central point agreed upon, without any charge
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.
11. The miller shall dispose all the husks on bulk and pass on all proceeds at the end of every crop year to the respective growers on prorata basis. This shall be done in reference to the Coffee Act

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

SIGNED for and on behalf of the miller:

KENYA CO-OPERATIVE COFFEE MILLERS LIMITED
P. O. Box 111 - 10230
SAGANA

[Signature], GAKINYA SIMON K

in the presence of THE CO-OPERATIVE BANK OF KENYA LTD.
GREGORY L. OMUSOLO, ADVOCATE)
LEGAL OFFICER)
P. O. Box 48231 - 00100, NAIROBI)

SIGNED & SEALED with the common seal of the grower)

in the presence of:

Peter N. Githetho, *[Signature]*

Chairman

Isaya W. Kahinu, *[Signature]*

Treasurer

Joel W. Ndujire, *[Signature]*

Secretary

Jane W. Ndujire, *[Signature]*

Manager (where applicable)

Solomon N. Kimondo
VI chairman *[Signature]*

James I. Kumi, *[Signature]*

Committee member

Hezekiah M. Kagonda, *[Signature]*

Committee member



2



DATED THE 15th DAY
OF January 2014



KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")

-and-

Thirika

(as the "grower")



XAC/19

MILLING AGREEMENT

2013/2014

MILLING AGREEMENT

THIS AGREEMENT made on this 17th day of Jan Two thousand and four

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 111-10230, SAGANA a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

Thirika of Kenya
a registered grower of coffee (Registration No. CS 9165) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act. 2001 and the rules made thereunder; and
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5. Drying of coffee received at the mills will be charged at **USD 20 PER TONNE** after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to the grower at a central point agreed upon, without any charge
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the **grower** and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the **Coffee Act** and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from **the date** of its coming into operation but shall thereafter continue in force until determined in **accordance** with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.
11. The miller shall dispose all the husks on bulk and pass on all proceeds at the end of every crop year to the respective growers on prorata basis. This shall be done in reference to the Coffee Act

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

SIGNED for and on behalf of the miller:

KENYA CO-OPERATIVE COFFEE MILLERS LIMITED
P. O. Box 111 - 10230

[Signature], GAKINYA ~~SAGANA~~ *[Initials]*

in the presence of:

THE CO-OPERATIVE BANK OF KENYA LTD.
GREGORY L. OMUSO, ADVOCATE
LEGAL OFFICER
P. O. Box 48231 - 00100, NAIROBI

SIGNED & SEALED with the common seal of the grower)

in the presence of:

Erasmus Mathenga *[Signature]*

Chairman

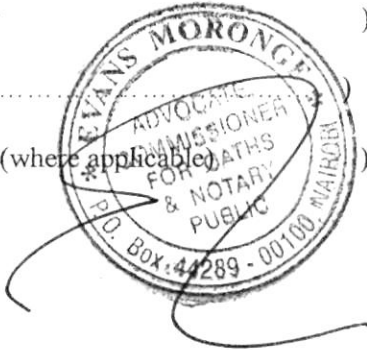
David Karuki *[Signature]*

Treasurer

Paul Njiru *[Signature]*

Secretary

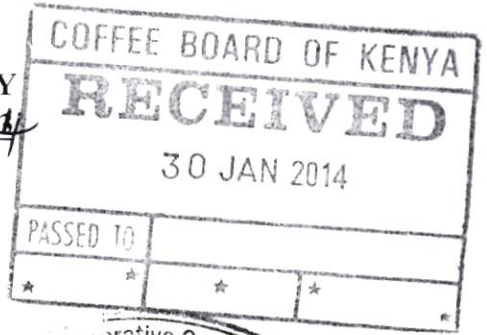
Manager (where applicable)





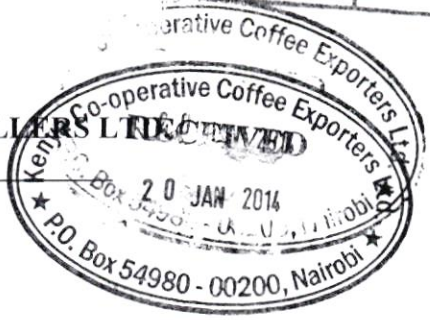
3

DATED THE 10TH DAY OF JANUARY 2014



KENYA CO-OPERATIVE COFFEE MILLERS LTD

(as the "miller")



-and-

WAKATI F.C.S

(as the "grower")

Ndimani Kiriga

XAC 007

MILLING AGREEMENT

2013/2014

MILLING AGREEMENT

THIS AGREEMENT made on this 10TH day of JANU Two thousand and FOURTEEN

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 54980-00200, NAIROBI a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

HAKUHU F.C.S of
a registered grower of coffee (Registration No. CC1-7929) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act, 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to **US\$ 66** per ton of parchment or Mbuni milled.
5. Drying of coffee received at the mills will be charged according to the moisture content after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to him with or without charge.
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

KENYA CO-OPERATIVE COFFEE MILLERS LIMITED
P. O. Box 111 - 10230
SAGANA

SIGNED for and on behalf of the miller:

.....
THE CO-OPERATIVE BANK OF KENYA LTD.
GREGORY L. OMUSOLO, ADVOCATE
LEGAL OFFICER
P. O. Box 48231 - 00100, NAIROBI)
.....

GAKINYA SIMON K

SIGNED & SEALED with the common seal of the grower)

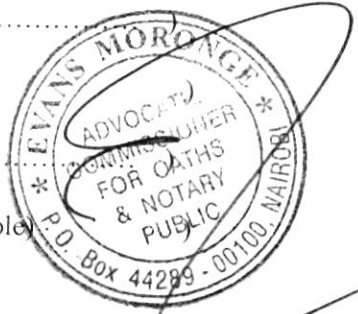
in the presence of:)
.....)

Chairman)
.....)

Treasurer)
.....)

Secretary)
.....)

Manager (where applicable))



4



DATED THE 13th DAY
OF Jan 2014

| | |
|-----------------------|---|
| COFFEE BOARD OF KENYA | |
| RECEIVED | |
| 30 JAN 2014 | |
| PASSED TO | |
| * | * |

KENYA CO-OPERATIVE COFFEE MILLERS LTD

(as the "miller")



-and-

Kiama fcs Ltd
(as the "grower")

- Kiamama factory
- Kiangundo "
- Gachuhiru "
- Ihwagi "
- Ichuga "

XAC 062

MILLING AGREEMENT

2013/2014

MILLING AGREEMENT

THIS AGREEMENT made on this 13th day of Jan Two thousand and fourteen

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of **P.O. BOX 111-10230, SAGANA** a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

Kiama tea ltd of P.O. Box 869 Karatina a registered grower of coffee (Registration No. C.S. 10645) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act, 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to **US\$ 66 PER TON** of parchment or Mbuni milled. These charges include handling and offloading at the mill.
5. Drying of coffee received at the mills will be charged at **USD 20 PER TONNE** after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to the grower at a central point agreed upon, without any charge.
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder.
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.
11. The miller shall dispose all the husks on bulk and pass on all proceeds at the end of every crop year to the respective growers on prorata basis. This shall be done in reference to the Coffee Act

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

KENYA CO-OPERATIVE COFFEE MILLERS LIMITED

SIGNED for and on behalf of the miller: P.O. Box 111-10230

SAGANA

GAKINYA SIMON K

THE CO-OPERATIVE BANK OF KENYA LTD.
GREGORY L. OMUSOLO, ADVOCATE
LEGAL OFFICER
P. O. Box 48231 - 00100, NAIROBI

SIGNED & SEALED with the common seal of the grower)

in the presence of:

Chairman

Stephen Mwangi Ngata

Ngata

Treasurer

Joseph Mwangi Maranjahi

Maranjahi

Secretary

Christopher Murego Ndegwa

Ndegwa

Manager (where applicable)

Eunice M.



[Signature]

5



DATED THE 15TH DAY OF JANUARY 2014



KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")

-and-

IRIA-INI FARMERS CO-OPERATIVE SOC LTD.

(as the "grower")

XAC 018



MILLING AGREEMENT

2013/2014

MILLING AGREEMENT

THIS AGREEMENT made on this 15TH day of JANUARY Two thousand and FOURTEEN

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 54980-00200, NAIROBI a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

IRIA-INI FARMERS CO-OP. SOC. LTD of P.O. BOX 2009-101001 KARATINA a registered grower of coffee (Registration No. CS/7934) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act. 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to US\$ 66 per ton of parchment or Mbuni milled.
5. Drying of coffee received at the mills will be charged according to the moisture content after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to him with or without charge.
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

KENYA CO-OPERATIVE COFFEE MILLERS LIMITED
P. O. Box 111 - 10230
SAGANA

SIGNED for and on behalf of the miller:

[Signature] WAKINYA SIMON IC

in the presence of:

THE CO-OPERATIVE BANK OF KENYA LTD.
GREGORY L. OMUSOLO, ADVOCATE
LEGAL OFFICER
P. O. Box 48231 - 00100, NAIROBI

SIGNED & SEALED with the common seal of the grower)

in the presence of:)

.....)

Chairman

[Signature])

.....)

Treasurer

[Signature])

.....)

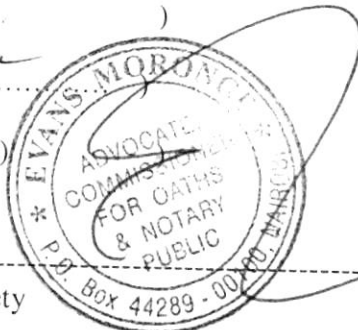
Secretary

[Signature])

.....)

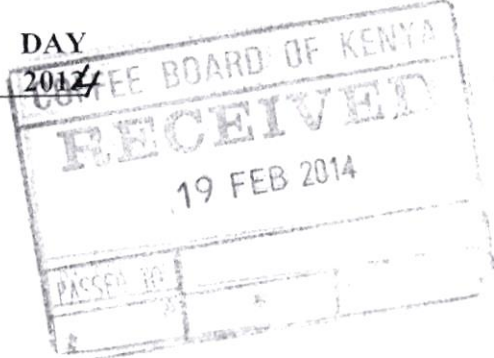
Manager (where applicable)

[Signature]





DATED THE 16TH DAY
OF JANUARY 2013



KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")

-and-

WACHUNI FARMERS C.S. LTD
(as the "grower")

YAC 026

MILLING AGREEMENT

2013 / 2014

MILLING AGREEMENT

THIS AGREEMENT made on this 16TH day of JANUARY Two thousand and FOURTEEN

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 54980-00200, NAIROBI a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

WACHUKU FARMERS CS LTD of P.O. Box 82 NYERI a registered grower of coffee (Registration No. XAC 026) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act. 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to **US\$ 66** per ton of parchment or Mbuni milled.
5. Drying of coffee received at the mills will be charged according to the moisture content after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to him with or without charge.
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

KENYA CO-OPERATIVE COFFEE MILLERS LIMITED
P. O. Box 111 - 10230

SIGNED for and on behalf of the miller:

SAGANA

GRACINDA SIMON K

in the presence of:

THE CO-OPERATIVE BANK OF KENYA LTD.
GREGORY L. OMUSOLO, ADVOCATE
LEGAL OFFICER
P. O. Box 48231 - 00100, NAIROBI

SIGNED & SEALED with the common seal of the grower)

in the presence of:

GEORGE LIKUHIA

Chairman

JAMES MOYA

Treasurer

STEPHEN KACHENKO

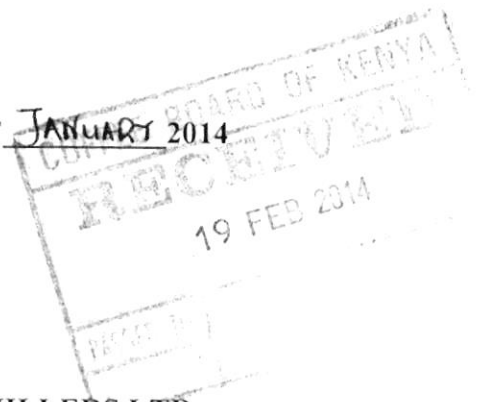
Secretary

ESTHER MDIRITU

Manager (where applicable)



DATED THE 11TH DAY OF JANUARY 2014



KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")

-and-

MUGAGA FARMERS CO-OP SOCIETY LTD
(as the "grower")

- KAGUMBINI FACTORY - XAC064 F01
- KIAMBARA FACTORY - XAC064 F02
- KIENI FACTORY - XAC064 F03
- GATHUGU FACTORY - XAC064 F04
- GIATINA FACTORY - XAC064 F05

MILLING AGREEMENT

MILLING AGREEMENT

THIS AGREEMENT made on this 11TH day of JANUARY Two thousand and FOURTEEN

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 54980-00200, NAIROBI a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

MUGAGA FARMERS Co-OP. SOCIETY of P.O. BOX 1665 KARATINA
a registered grower of coffee (Registration No. CK 10689) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act, 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to US\$ 66 per ton of parchment or Mbuni milled.
5. Drying of coffee received at the mills will be charged according to the moisture content after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to him with or without charge.
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

KENYA CO-OPERATIVE COFFEE MILLERS LIMITED
 P. O. Box 111 - 10230
 SAGANA

SIGNED for and on behalf of the miller:

.....) GAKINYA SIMON K

in the presence of:

.....)
 FELINDA W. NGANGA
 ADVOCATE
 P.O. BOX 18231 - 00100, NAIROBI

SIGNED & SEALED with the common seal of the grower)

in the presence of:

.....)

Chairman

CYRUS NAEGWIA) [Signature] 11/01/2014

Treasurer

CYRUS K. KIARURU) [Signature]

Secretary

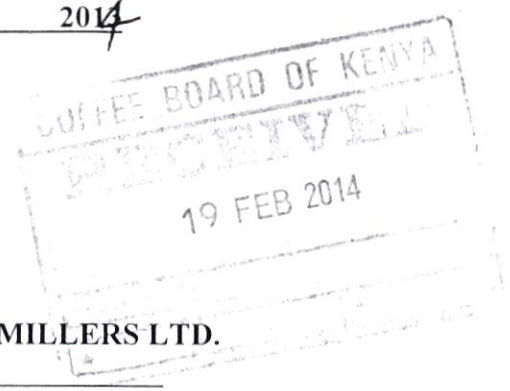
JOSHUA KAMONDO) [Signature] 11/1/014

Manager (where applicable)

STEPHEN MURITHI) [Signature] 11/01/014



DATED THE DAY
OF 20TH JANUARY 2014



KENYA CO-OPERATIVE COFFEE MILLERS LTD.
(as the "miller")

-and-

RUMUKIA FARMERS C.S. LTD.
(as the "grower")

| | | |
|--|-----------|-----------|
| | KAWUNU | - XAC0591 |
| | CHATURA | - F11 |
| | THUNGURI | - F11 |
| | MALANJO | - F4 |
| | KIWAAMURU | F5 |
| | TAMBAYA | F6 |
| | GAIKUNDO | - F7 |
| | NDIATINI | - F8 |

MILLING AGREEMENT

2013/2014

MILLING AGREEMENT

THIS AGREEMENT made on this 20TH day of JANUARY Two thousand and FOURTEEN

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 54980-00200, NAIROBI a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

RUMUKIA F.C.S LTD. of P.O. Box 61 MUKURWEINI
a registered grower of coffee (Registration No. XAC 059) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act, 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to US\$ 66 per ton of parchment or Mbuni milled.
5. Drying of coffee received at the mills will be charged according to the moisture content after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to him with or without charge.
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

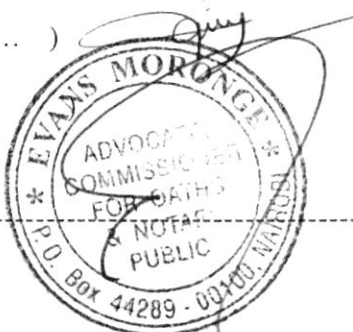
SIGNED for and on behalf of the miller:

..... KENYA CO-OPERATIVE COFFEE MILLERS LIMITED) *GAKINYA SIMON K*
 P.O. Box 111-10230)
 SAGANA
 in the presence of THE CO-OPERATIVE BANK OF KENYA LTD.)
 GREGORY L. OMUSOLO, ADVOCATE)
 LEGAL OFFICER)
 P.O. Box 48284 - 00100, NAIROBI)

SIGNED & SEALED with the common seal of the grower)

in the presence of:

PATRICK KINYUA) *[Signature]*
 Chairman)
MOSES MURIGI) *[Signature]*
 Treasurer)
CYRUS KIBE) *[Signature]*
 Secretary)
JOHN MURUKI) *[Signature]*
 Manager (where applicable)



7

CBK COPY



DATED THE 10th DAY OF Jan 2014
2013

KENYA CO-OPERATIVE COFFEE EXPORTERS LTD.

(as the "marketing agent")

-and-

Rutuma tea Ltd
(as the "grower")

Kiangogul factory
Githima
Butegali
Kari
Ngandu
Jdumu

XAC/061

MARKETING AGENCY AGREEMENT

2013/2014

MARKETING AGENCY AGREEMENT

THIS AGREEMENT is made the 10th day of Jan two thousand and fourteen

BETWEEN KENYA CO-OPERATIVE COFFEE EXPORTERS LIMITED of Post Office Box Number 54980 - 00100 Nairobi a marketing agent Registration No.CS/12173 (hereinafter called the "marketing agent", which expression shall where the context so admits include its successors and assignees) of the First Part;

AND

Rutuma FCS tel of 1935 Karatina a registered grower of coffee [Registration No.] (hereinafter called the "grower", which expression shall where the context so admits include its successors and assignees) of the Second Part

WHEREAS:

(a) the marketing agent is duly licensed under the Coffee Act, 2001 and the rules made there under; and

(b) the grower has requested the marketing agent to provide the services referred to below and the marketing agent has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter,

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower appoints the marketing agent as the grower's sole marketing agent, for the duration of this Agreement, for the purpose of marketing and selling coffee on behalf of the grower in accordance with the provisions of the Coffee Act, 2001.
2. In carrying out its obligations under this Agreement the marketing agent undertakes to conduct his business diligently and professionally at all times in the best interest of the grower.
3. The marketing agent shall sell the coffee at the coffee auction and obtain the best price available in the particular crop year. Upon receipt of any proceeds, the same shall be paid directly to the grower's account as hereinafter provided.
4. The marketing agent shall keep proper and clean records of all coffee delivered to him and of any other services rendered to the grower, and shall in a timely manner render to the grower schedules of out-turns and of all statutory and other deductions made from the proceeds of sale of coffee on the grower's behalf.
5. The marketing agent shall -
 - (a) advise the grower on matters pertaining to sales of coffee;
 - (b) receive coffee from millers on behalf of the grower;

- (c) warehouse, bulk small lots, grade and classify coffee by liquoring or otherwise;
- (d) prepare the coffee sales catalogues after coffee has been delivered by the miller or his agent at the designated warehouses;
- (e) deliver coffee samples to the central trade sample room of the Nairobi Coffee Exchange;
- (f) set the reserve price in consultation with the grower;
- (g) monitor the sale of coffee at the Nairobi Coffee Exchange;
- (h) facilitate the auctioning of coffee at the Nairobi Coffee Exchange and or through direct sales as the case may be.
- (i) receive the proceeds of sale of coffee and promptly remit the same after making statutory and other deductions;
- (j) prepare and issue coffee storage warrants;
- (k) provide such advice from time to time as the grower may reasonably require in relation to milling out-turns and grading, proper financial management, liaison with the miller, financial services to be provided and interest rates and repayment schedules agreed upon with the grower;
- (l) provide such advice from time to time as the grower may reasonably require in relation to coffee marketing and warehousing facilities, coffee processing, handling, storage, milling, grading and classification, sourcing funds, cherry or parchment advances and financing;
- (m) appoint a reputable insurance company to insure the coffee and ensure that the financier's interest is duly noted in the insurance policy;
- (n) appoint a duly licensed auctioneer to auction the coffee at the relevant coffee auction;
- (o) Appoint any other licensed marketing agents and, in accordance with the provisions of the Act, agree on fees and other payments due to the said marketing agents for services rendered or to be rendered.

6. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 11 hereof.

7 At any time after the first anniversary of the coming into force of this Agreement, either the grower or the marketing agent may terminate this Agreement by giving the other at least .3 months' notice in writing prior to proposed date of termination.

Provided that -

- (a) no such termination shall in any way affect any accrued right of either party hereunder;
- (b) no such notice of termination by the grower shall be valid without the consent of the financier; and
- (c) where the grower is a member of a co-operative society and the rules of the society so provide, no such notice of termination shall be valid if it was given in contravention of the rules of the society or of any agreement to which the society and any party to this Agreement are parties.

8 Coffee sold by the marketing agent on the grower's behalf shall be sold on condition that ownership of coffee shall not pass to the buyer unless and until it has been paid for and the grower has received the balance of the proceeds of sale after statutory and other proper deductions;

9. All coffee proceeds from coffee dealers received by the marketing agent, less the required statutory deductions, milling costs, warehousing, insurance costs, auctioneer's fees and other proper charges, shall be paid directly to such bank account of the grower as the grower may from time to time in writing direct, such payments to be made -

(a) as soon as practicable but in any event not later than seven days from the prompt date, as provided by section 35 of the Act; and

(b) in United States dollars or such other hard currency as may from time to time be agreed and as the rules of the Coffee Exchange may permit.

10. By this Agreement the grower irrevocably authorizes and directs the marketing agent to deduct the milling, other charges and all moneys rightfully due to any agent and after statutory deductions to remit the balance as hereinbefore provided.

11. The grower may authorize the marketing agent to deduct credit or advances made for management services and pay the financier on hypothecation of the coffee crop.

12. The grower authorizes the marketing agent to deduct not more than -

- a) Two per cent (2%) of gross as marketing agency fees exclusive of VAT (16%)
- b) one per cent (1%) being ad valorem levy due to the Board and the Foundation;
- c) two per cent (2%) being research levy due to Coffee Research Foundation
- d) 80% of 1% payable to Kenya Roads Board
- e) 20% of 1% being the county council cess from coffee sales proceeds,

and to pay the said percentages to the parties entitled to them and remit the balance to the grower in the manner hereinbefore provided.

13. The fees of any auctioneer appointed by the marketing agent shall not exceed 0.1% of the gross sales of the grower's coffee.

14. The marketing agent shall appoint an insurance firm (and not merely an insurance broker) to insure the grower's coffee.
15. Delivery of coffee shall be the basis of payments or advances and loans to growers but the marketing agent shall give tariffs and rates for service and in case of any changes he shall advise the grower in writing at least three months before the effective date.
16. In his dealings with the grower, the marketing agent shall observe and comply with any requirements of the Coffee Act, 2001 and of the rules made there under.
17. All the parties to this Agreement affirm and undertake to honor all obligations among them including, but not limited to, all irrevocable payment instructions that may be issued by the grower to the Board or any other marketing agents from time to time.
18. All disputes or differences arising between the parties hereto out of this Agreement will be resolved amicably as between the parties and failing such mutual settlement, shall be referred to a single Arbitrator, appointed by agreement between the parties or in default, by the Chairperson of the Kenyan Branch of the Chartered Institute of Arbitrators of the United Kingdom. The proceedings shall be in accordance with the provisions of the Arbitration Act 1995 or such other statutory re-enactment in force in Kenya and the award of the Arbitrator shall be final and binding upon the parties hereto. The Arbitration proceedings shall take place in Nairobi, Kenya and the costs thereof will be borne equally between the parties hereto.
19. This Agreement is subject to and shall be interpreted in accordance with the laws of the Republic of Kenya.
20. The forbearance, failure or delay of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed as a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach, after demand for strict performance.
21. All rights granted to either party under this Agreement shall be cumulative and the exercise the rights shall neither restrict nor prejudice the exercise of other rights granted by this Agreement, or otherwise available under it.
22. Any notice under this agreement shall be in writing and shall be deemed to have been duly given or made if delivered at the offices for the time being of the parties hereto or sent by pre-paid letter of post to the last known addresses of the parties hereto and if sent by post such notice shall be effectual for all purposes four days after the date of posting thereof and in proving service by post it shall be sufficient to prove that the letter containing the notice was properly stamped, addressed and put into the Post Office.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

SIGNED for and on behalf of the grower agent:
Kenya Tea Exporters Ltd.
P.O. Box 54980 - 00200, Nairobi.

THE CO-OPERATIVE BANK OF KENYA LTD:.....)
GREGORY L. OMUSOLO, ADVOCATE)
in the LEGAL OFFICE)
P. O. Box 48231 - 00100, NAIROBI)

SIGNED & SEALED with the common seal of the grower)

in the presence of:)

PETER M. GITHITO.....)

Chairman)

ISAYA K. KAHU.....)

Treasurer)

JOEL K. MDERU.....)

Secretary)

JANE H. MURURE.....)

Manager (where applicable))

SOLOMON M. KIMONDO
V/CHAIRMAN

JAMES I. KIUMI
COMMITTEE MEMBER

HEZEKIAH M. KAGOMBO
COMMITTEE MEMBER



CBK copy

9

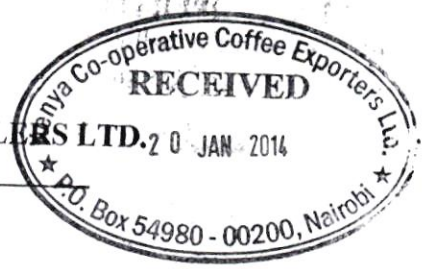


| | | | |
|-----------------------|---|---|---|
| COFFEE BOARD OF KENYA | | | |
| RECEIVED | | | |
| 30 JAN 2014 | | | |
| PASSED TO | | | |
| * | * | * | * |

DATED THE 15th DAY
 OF January 2014

KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")



-and-

Mung'ara coffee farmers
 (as the "grower")

YAC/027

MILLING AGREEMENT

2013/2014

MILLING AGREEMENT

THIS AGREEMENT made on this 14th day of Jan Two thousand and fourteen

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 111-10230, SAGANA a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

Mung'ara tea Ltd of Box 396 Nyeri
a registered grower of coffee (Registration No. (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act, 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transport to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to **US\$ 66 PER TON** of parchment or Mbuni milled. These charges include handling and offloading at the mill.
5. Drying of coffee received at the mills will be charged at **USD 20 PER TONNE** after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to the grower at a central point agreed upon, without any charge
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.
11. The miller shall dispose all the husks on bulk and pass on all proceeds at the end of every crop year to the respective growers on prorata basis. This shall be done in reference to the Coffee Act

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

KENYA CO-OPERATIVE COFFEE MILLERS LIMITED
P. O. Box 111 - 10230
SAGANA

SIGNED for and on behalf of the miller:

(Signature) GAKINYA SIMON K

THE CO-OPERATIVE BANK OF KENYA LTD.
in presence of
GREGORY L. OMUSOLO, ADVOCATE
LEGAL OFFICER
P. O. Box 48231 - 00100, NAIROBI

SIGNED & SEALED with the common seal of the grower)

in the presence of:

(Signature) Francis Ngunya Kimondo *(Signature)* F. Kimondo

Chairman

(Signature) James N. Muga

Treasurer

(Signature) Douglas N. Githego

Secretary

(Signature) Charity Nyambura

Manager (where applicable)

(Signature)
(Signature)
C.K.O.



CBK Copy

10



DATED THE 15th DAY
OF JANUARY 2014

KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")

-and-

GURANDA FARMERS C.S. LTD
(as the "grower")



XACO09

MILLING AGREEMENT

2013-2014

MILLING AGREEMENT

THIS AGREEMENT made on this 15th day of JANUARY Two thousand and FOURTEEN

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 111-10230, SAGANA a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

GIRKANDA FARMERS CO-OP LTD of Box 1518 KARATINA a registered grower of coffee (Registration No. 7936) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act. 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to **US\$ 66 PER TON** of parchment or Mbuni milled. These charges include handling and offloading at the mill.
5. Drying of coffee received at the mills will be charged at **USD 20 PER TONNE** after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to him with or without charge.
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

KENYA CO-OPERATIVE COFFEE MILLERS LIMITED
 P. O. Box 111 - 10230
 SAGANA

SIGNED for and on behalf of the miller:

.....) *STAKING A SIMON K*
 THE CO-OPERATIVE BANK OF KENYA LTD.
 in the presence of *GREGORY L. OMUSOLO* ADVOCATE)
 LEGAL OFFICER)
 P. O. Box 48231 - 00100, NAIROBI)

SIGNED & SEALED with the common seal of the grower)

in the presence of:

.....) *Joseph mukunga*) *Chairman*

Chairman

.....) *Joseph Njogu Kemungo*) *Treasurer*

Treasurer

.....) *Rose Mary W.*) *Secretary*

Secretary

.....) *James Ngari*) *Manager*

Manager (where applicable)



CSK COPY

11



DATED THE 15th DAY
OF January 2014



KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")



-and-

Giakanya for ad
(as the "gover")

YAC/032

MILLING AGREEMENT

2013/2014

MILLING AGREEMENT

THIS AGREEMENT made on this 11th day of Jan Two thousand and.....

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 111-10230, SAGANA a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

Hiakenja JCP Ltd of P.O. BOX 38 Hiakenja a registered grower of coffee (Registration No. CS 9177) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act, 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to **US\$ 66 PER TON** of parchment or Mbuni milled. These charges include handling and offloading at the mill.
5. Drying of coffee received at the mills will be charged at **USD 20 PER TONNE** after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

SIGNED for and on behalf of the miller:

KENYA CO-OPERATIVE COFFEE MILLERS LIMITED
P. O. Box 111 - 10230

[Signature], GAKINYA SAGANA SIMON K

THE CO-OPERATIVE BANK OF KENYA LTD.
in the presence of GREGORY L. OMUSOLO, ADVOCATE
LEGAL OFFICER
P. O. Box 48231 - 00100, NAIROBI

SIGNED & SEALED with the common seal of the grower)

in the presence of:

Moses Njeri)

Chairman)

Samuel Muthoni)

Treasurer)

John Wanjumani)

Secretary)

Janet Mjen')

Manager (where applicable))



6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to the grower at a central point agreed upon, without any charge
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.
11. The miller shall dispose all the husks on bulk and pass on all proceeds at the end of every crop year to the respective growers on prorata basis. This shall be done in reference to the Coffee Act

12

67N-1013



DATED THE 6th DAY NOV.
OF _____ 2013

| | |
|-----------------------|---|
| COFFEE BOARD OF KENYA | |
| RECEIVED | |
| 10 DEC 2013 | |
| PASSED TO | |
| * | * |

KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")

-and-

RUIOMA A.F.C.S LTD
(as the "grower")

MBURUO FACTORY

MILLING AGREEMENT

XAC 61 F07

2013/2014

MILLING AGREEMENT

THIS AGREEMENT made on this... 6th... day of ... NOVEMBER ... Two thousand and... 2011

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 111-10230, SAGANA a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

... RUTUMA A.F.C.S. LTD ... of ... 1935 ... KARATINA
a registered grower of coffee (Registration No. ... CS 10644 ... (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act. 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
- 2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
- 3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
- 4. The grower shall pay to the milling fees at a rate in an amount equal to **US\$ 66 PER TON** of parchment or Mbuni milled. These charges include handling and offloading at the mill.
- 5. Drying of coffee received at the mills will be charged at **USD 20 PER TONNE** after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to the grower at a central point agreed upon, without any charge
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.
11. The miller shall dispose all the husks on bulk and pass on all proceeds at the end of every crop year to the respective growers on prorata basis. This shall be done in reference to the Coffee Act

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

KENYA CO-OPERATIVE COFFEE MILLERS LIMITED
P. O. Box 111 - 10230
SAGANA

SIGNED for and on behalf of the miller:

.....)

GAKINYA SIMON IC

in the presence of

GREGORY OMUSOLO
ADVOCATE
P. O. Box 48251 - 00100, NAIROBI

SIGNED & SEALED with the common seal of the grower)

in the presence of:)

[Signature] P.N. GITHIRO)

Chairman)

[Signature] JOEL K. NDEBY)

Treasurer)

[Signature] ISAYA W. KATHIHW)

Secretary)

[Signature] Jane Kiangugu)

Manager (where applicable))

V/CHAIRMAN

[Signature] - SOLOMON NDUKI KIMONDO

C/MEMBER *[Signature]* JAMES IMIRI KIUMI

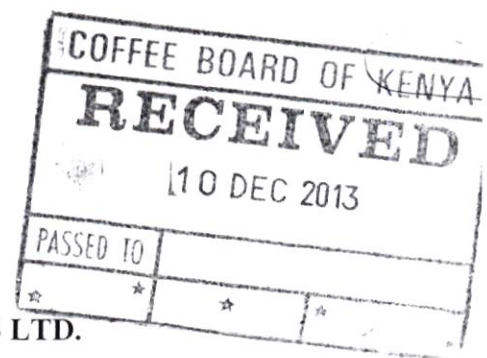
[Signature] MAHEHI H. KAGONDU C MEMBER



13



DATED THE 11TH DAY
OF NOVEMBER 2013



KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")

-and-

RUGI FARMERS CO-OPERATIVE SOCIETY LTD

(as the "grower")

- F04 - MWERU FACTORY
- F05 - KAMYIRIRI FACTORY
- F06 - GUMBA FACTORY

XAC 57

MILLING AGREEMENT

2013/2014

MILLING AGREEMENT

THIS AGREEMENT made on this 11TH day of NOVEMBER Two thousand and 2012

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of **P.O. BOX 111-10230, SAGANA** a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

RUGI FARMERS CO-OPERATIVE SOC. LTD of P.O. BOX 152-10103 MUKURWEINI
a registered grower of coffee (Registration No. C/S.M.O. 10-375) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act, 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to **US\$ 66 PER TON** of parchment or Mbuni milled. These charges include handling and offloading at the mill.
5. Drying of coffee received at the mills will be charged at **USD 20 PER TONNE** after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to the grower at a central point agreed upon, without any charge
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.
11. The miller shall dispose all the husks on bulk and pass on all proceeds at the end of every crop year to the respective growers on prorata basis. This shall be done in reference to the Coffee Act

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

KENYA CO-OPERATIVE COFFEE MILLERS LIMITED
P. O. Box 111 - 10230
SAGANA

SIGNED for and on behalf of the miller:

.....) *GAIKINYA SIMON K*

in the presence of:

GREGORY OMUSOLO
ADVOCATE
P. O. Box 48231 - 00100, NAIROBI

SIGNED & SEALED with the common seal of the grower)

in the presence of:

MACHARIA GITATA) - *Gitata*

Chairman)

ALEX MWANGI KIURI) - *Kiuri*

Treasurer)

JOHN MAMBO TAIBA) - *John*

Secretary)

CHARLES KOMU) - *Komu*

Manager (where applicable)



14

CBK



DATED THE 29th DAY
OF OCTOBER 2013



KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")

-and-

BARICHI FARMERS CO-OPERATIVE SOC. LTD
(as the "grower")

E01 - KAAATIWA
E02 - ILARI NDUUBU

E03 - GATURUMI
E04 - GATOMBOTA

XAC 13

P.O BOX 126 - 10101 - KAAATIWA

MILLING AGREEMENT

2013 - 2014

MILLING AGREEMENT

THIS AGREEMENT made on this...^{29th}...day of OCTOBER...Two thousand and...13.....

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of **P.O. BOX 111-10230, SAGANA** a licensed miller (hereinafter called the “miller”, which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

BALICHO FARMS CO. (P) LTD of P.O. BOX 126-1001.....
a registered grower of coffee (Registration No. XAC013..... (Hereinafter called the “grower”, which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act. 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
- 2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower’s delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya’s movement permits before transportation or as directed by the Coffee Board of Kenya.
- 3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
- 4. The grower shall pay to the milling fees at a rate in an amount equal to **US\$ 66 PER TON** of parchment or Mbuni milled. These charges include handling and offloading at the mill.
- 5. Drying of coffee received at the mills will be charged at **USD 20 PER TONNE** after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to the grower at a central point agreed upon, without any charge
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.
11. The miller shall dispose all the husks on bulk and pass on all proceeds at the end of every crop year to the respective growers on prorata basis. This shall be done in reference to the Coffee Act

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

SIGNED for and on behalf of the miller:

.....) *GRAKINTA SIMON*

in the presence of **GREGORY OMUSOLO**)
ADVOCATE
.....) P.O. Box 48231 - 00100, NAIROBI.

SIGNED & SEALED with the common seal of the grower)

in the presence of:)

DANIEL W. MWAGO)

Chairman)

SIMON M. MACHIA)

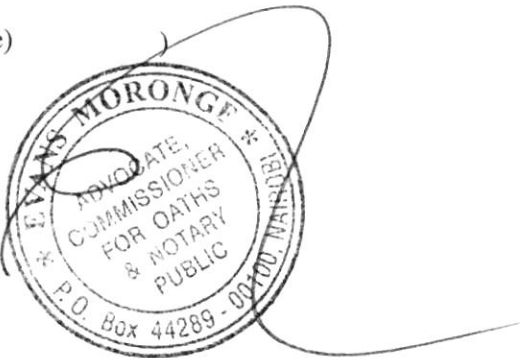
Treasurer)

CHARLES G. MACHARIA)

Secretary)

JOHN M. GATEGE)

Manager (where applicable)



16 21

CBK Copy



DATED THE 16th DAY
OF DEC 2013

KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")

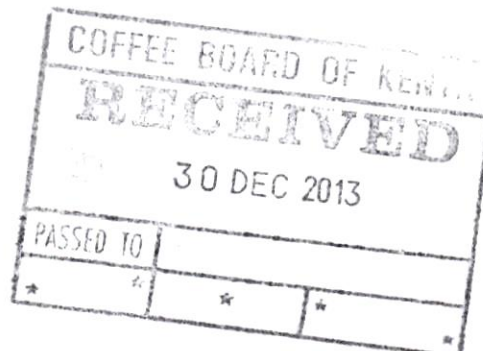
-and-

AGWIHI FARMERS CO-OP Soc LTD
(as the "grower")

THAGEINI / GITITU / GAARI / KAGUMU
XACOST

MILLING AGREEMENT

2013 / 2014



MILLING AGREEMENT

THIS AGREEMENT made on this 16th day of DE Two thousand and THIRTEEN

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 54980-00200, NAIROBI a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

MANAGEMENT COMMITTEE AGUITHI FCS LTD of 10376 a registered grower of coffee (Registration No. 10376) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act, 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to US\$ 66 per ton of parchment or Mbuni milled.
5. Drying of coffee received at the mills will be charged according to the moisture content after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.

6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to him with or without charge.
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

SIGNED FOR AND ON BEHALF OF THE MILLER
 THE CO-OPERATIVE BANK OF KENYA LTD.
 P. O. Box 111 - 10230
 SAGANA)

GAKINTA SIMON K

in the presence of
 GREGORY L. OMUSOLO, ADVOCATE
 LEGAL OFFICER)
 P. O. Box 48231 - 00100, NAIROBI)

SIGNED & SEALED with the common seal of the grower)

in the presence of:)

JOSHUA LACHURA MACHIRI)

Chairman)

WILSON NAIRITY KARIME)

Treasurer)

DNESMUS NDIRANGU RIMWA)

Secretary)

GIBSON K.P. MWANGI)

Manager (where applicable))

22

CBK COPY



DATED THE 17th Dec. DAY 2013
OF

KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")

-and-

RUTHALA FCE Ltd
(as the "grower")

XAC058

DUARAI/KAMUCHUNI/MUTHATHI-INI
& MUKUI
MILLING AGREEMENT

2013/2014 SEASON



THIS AGREEMENT made on this 17th day of Dec Two thousand and seven

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 111-10230, SAGANA a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

Ruthaka Fer Ltd of
a registered grower of coffee (Registration No. CS. 10378) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act, 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to **US\$ 66 PER TON** of parchment or Mbuni milled. These charges include handling and offloading at the mill.
5. Drying of coffee received at the mills will be charged at **USD 20 PER TONNE** after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.
6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to the grower at a central point agreed upon, without any charge

7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.
11. The miller shall dispose all the husks on bulk and pass on all proceeds at the end of every crop year to the respective growers on prorata basis. This shall be done in reference to the Coffee Act

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

~~SIGNATURE CO-OPERATIVE MILLERS LIMITED~~
 P. O. Box 111 - 10230
 SAGANA
 THE CO-OPERATIVE BANK OF KENYA LTD.
 GREGORY L. OMUSOLO, ADVOCATE
 LEGAL OFFICER
 P. O. Box 48231 - 00100, NAIROBI

GAKINTA SIMON K

SIGNED & SEALED with the common seal of the grower)

in the presence of:

Joseph Gakuhiri

3412785

Chairman

Clara W. Gichuki

3411602

Treasurer

Joseph Wambugu

5493716

Secretary

Bildad C. Ndegwa

2973687

Manager (where applicable)

KS



KENYA CO-OPERATIVE COFFEE MILLERS LTD.

9th Dec 2013
(as the "miller")

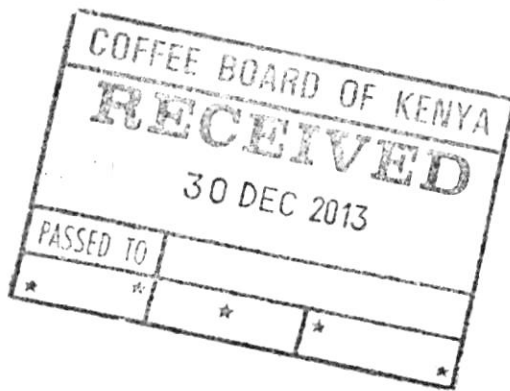
-and-

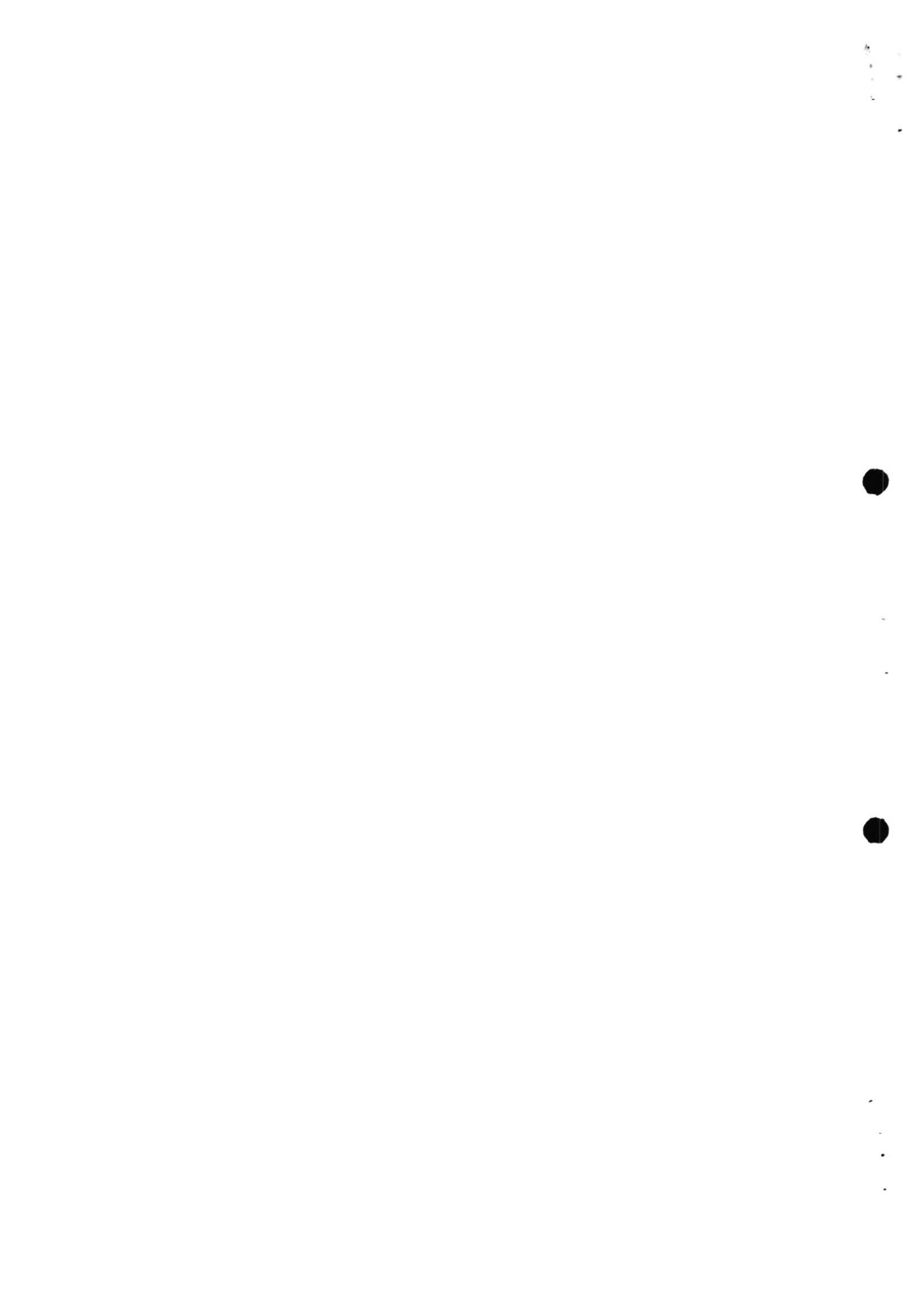
Njiriga FCS Ltd
(as the "grower")

XAC 022

MILLING AGREEMENT

2013/2014 season





MILLING AGREEMENT

THIS AGREEMENT made on this 9th day of Dec. Two thousand and thirteen

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 54980-00200, NAIROBI a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

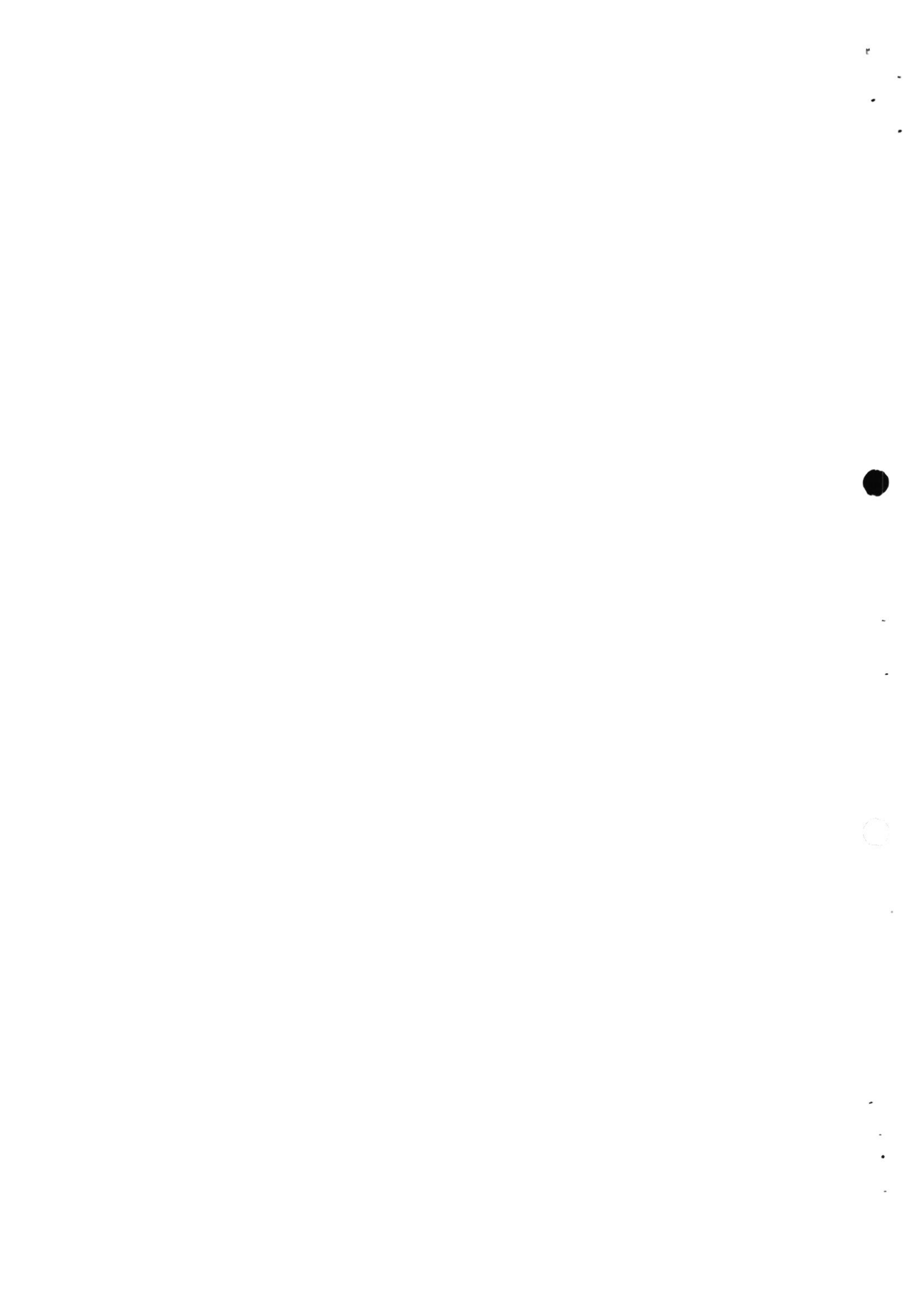
NJUNGA FCR LTD of of
a registered grower of coffee (Registration No. CS/9178) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act. 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to US\$ 66 per ton of parchment or Mbuni milled.
5. Drying of coffee received at the mills will be charged according to the moisture content after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.



6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to him with or without charge.
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder.
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

SIGNED for and on behalf of the miller:

KENYA CO-OPERATIVE COFFEE MILLERS LIMITED
P. O. Box 111 - 10230
THE CO-OPERATIVE BANK OF KENYA LTD.
GREGORY L. OMUSOLO, ADVOCATE
LEGAL OFFICER
P. O. Box 48231 - 00100, NAIROBI

GAKINYA SIMON K

SIGNED & SEALED with the common seal of the grower)

in the presence of:

Francis Kariuki

10/10/10 NO 0988219

Chairman

Mary Mwachiki

8106774

Treasurer

Raphael Muchiri

4348590

Secretary

John Gachungu

5488695

Manager (where applicable)

24

CBK copy.

DATED THE 11th Dec DAY
OF 2013



KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")

-and-

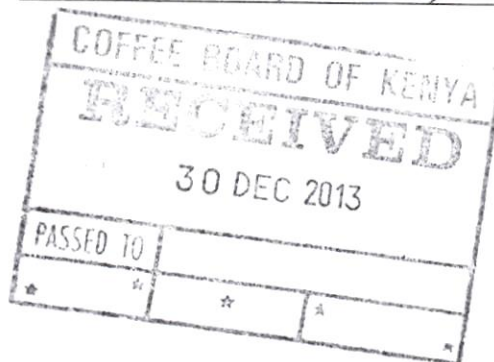
NEW GILKARI

(as the "grower")

YAC 040

MILLING AGREEMENT

2013/2014



MILLING AGREEMENT

THIS AGREEMENT made on this 11th day of DEC Two thousand and 13.

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 54980-00200, NAIROBI a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

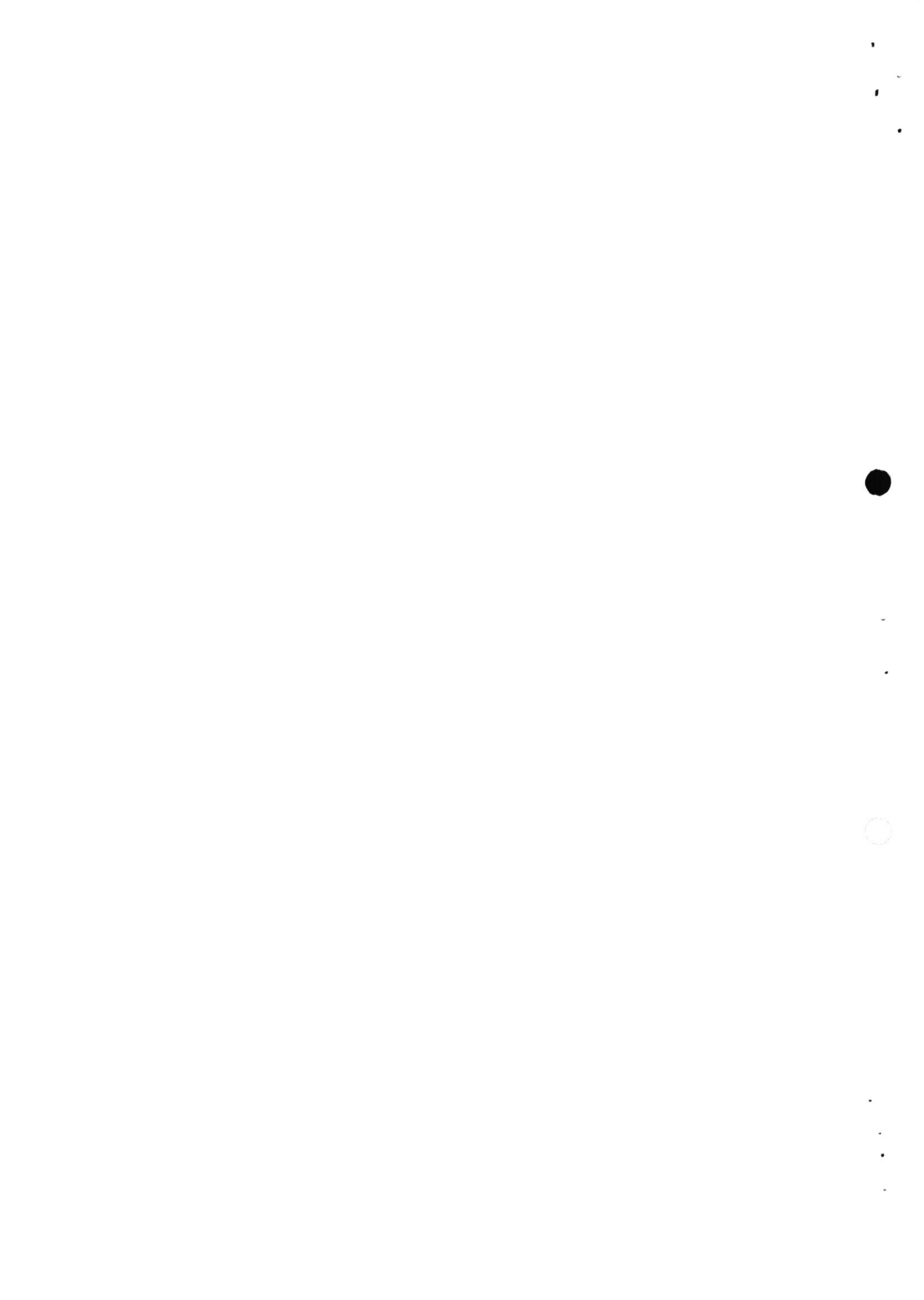
NEW GIKARU F.C.S of 77-10103
a registered grower of coffee (Registration No. CS.19448) (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act, 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to US\$ 66 per ton of parchment or Mbuni milled.
5. Drying of coffee received at the mills will be charged according to the moisture content after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.



6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to him with or without charge.
7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

SIGNED for and on behalf of the miller:

| | |
|--|--|
| <p>.....) THE CO-OPERATIVE BANK OF KENYA LTD. in the presence of: GREGORY L. OMUSGOLO, ADVOCATE LEGAL OFFICER) P. O. Box 48231 - 00100, NAIROBI) </p> | <p>.....) GAKINYA SIMON IC KENYA CO-OPERATIVE COFFEE MILLERS LIMITED P. O. Box 111 - 10230 SAGANA)</p> |
|--|--|

SIGNED & SEALED with the common seal of the grower)

in the presence of:

WYCLIFFE W. NJORA, 9858441 *[Signature]*

Chairman)

Patrick Karimuri, 3613383 *[Signature]*

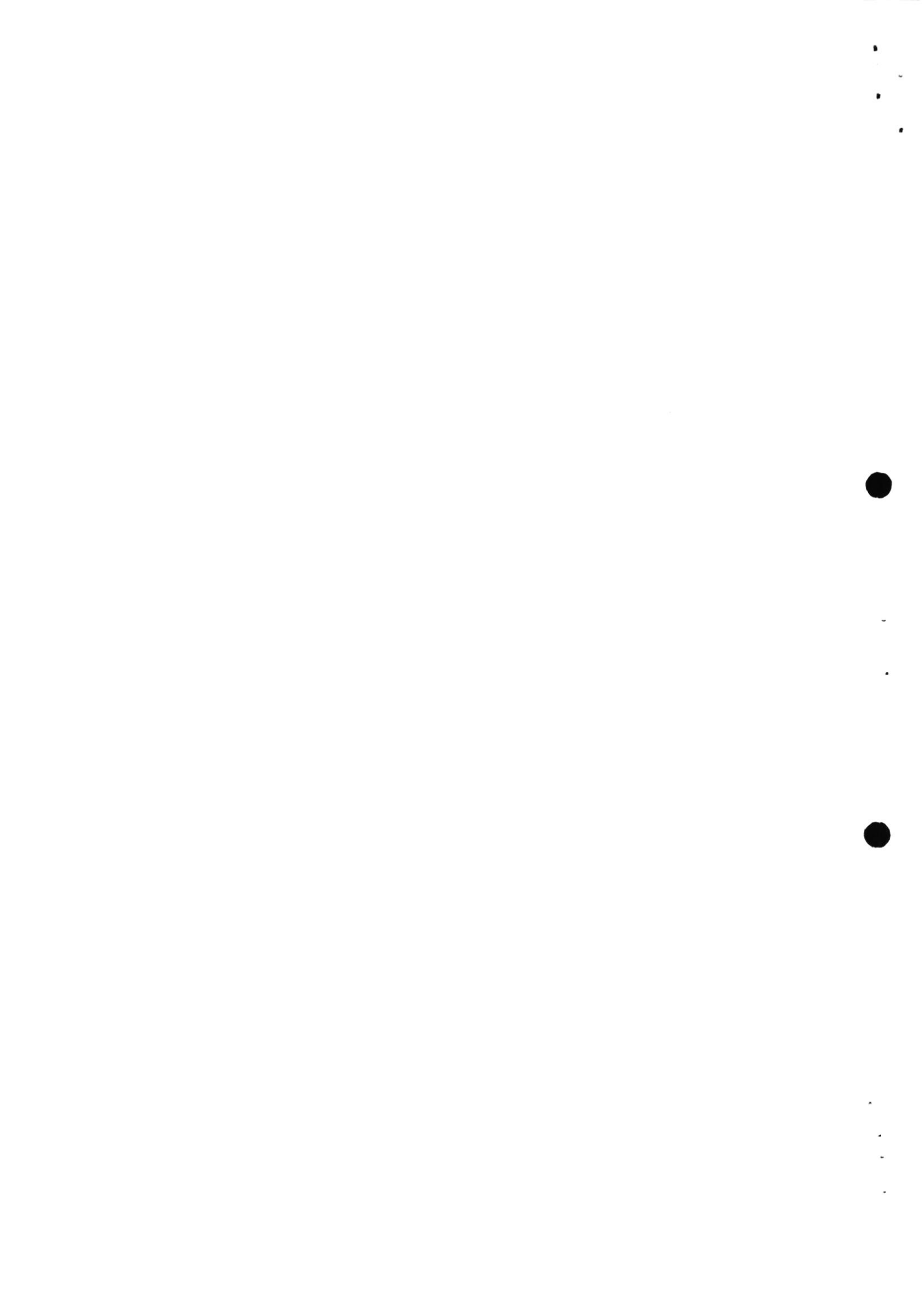
Treasurer)

PATRICK G. MANA, 5561622 *[Signature]*

Secretary)

ANTHONY MACARIA, 10844623 *[Signature]*

Manager (where applicable))



25

10/11/13



DATED THE 17th Dec DAY OF 2013

KENYA CO-OPERATIVE COFFEE MILLERS LTD.

(as the "miller")

-and-

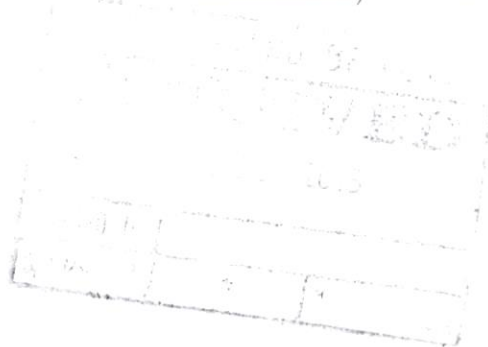
GITHURU FCS Ltd

(as the "grower")

XAC 24

MILLING AGREEMENT

2013/2014/season



THIS AGREEMENT made on this 17th day of Dec. Two thousand and eleven

BETWEEN

KENYA CO-OPERATIVE COFFEE MILLERS LTD of P.O. BOX 111-10230, SAGANA a licensed miller (hereinafter called the "miller", which expression shall where the context so admits include his or its successors and assignees) of the First Part;

AND

Githin for Ltd
a registered grower of coffee (Registration No. CS 19175) of (Hereinafter called the "grower", which expression shall where the context so admits include his or its successors and assignees) of the Second Part

WHEREAS

- a) The miller is duly licensed under the Coffee Act, 2001 and the rules made thereunder; and
- b) The grower has requested the miller to provide milling services and the miller has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower shall deliver the parchment coffee and mbuni under the conditions herein stipulated in respect of moisture content, properly labeled bags, well sorted out to distinguish different grades and without foreign matter and the miller shall reserve the right to refuse to accept delivery or provide services if the grower fails to comply with the said conditions.
2. Transport services from the factories of the grower to the mills may be provided by the miller at such rate of charge per bag as may be agreed between the parties. The transport of milled coffee and mbuni to the marketing agent shall also be charged at such rate of charge per bag as may be agreed between the parties, all milled coffee and mbuni being securely transported as per the grower's delivery note and confirmation slips, the grower ensuring that all movements of coffee are covered by the Coffee Board of Kenya's movement permits before transportation or as directed by the Coffee Board of Kenya.
3. The grower shall ensure that all coffee in transit to mills is properly insured while the miller shall take out insurance against fire and burglary and any other risk for the coffee delivered for milling until the coffee is handed over to the marketing agent.
4. The grower shall pay to the milling fees at a rate in an amount equal to **US\$ 66 PER TON** of parchment or Mbuni milled. These charges include handling and offloading at the mill.
5. Drying of coffee received at the mills will be charged at **USD 20 PER TONNE** after consent to dry the coffee has been sought and obtained from the grower before the drying process starts.
6. Milling shall be done on a first-in first-out basis and empty bags shall remain the property of the grower and shall be returned to the grower at a central point agreed upon, without any charge

7. The miller shall ensure that the coffee in its possession is properly stored and secured to protect it from any damage, pilferage or loss of quality.
 8. The miller shall submit the milling out-turn statement to the grower and the Marketing Agent as set out in Form F1 in the Coffee (Forms) Rules and shall comply with the Coffee Act and all the Rules and Regulations made thereunder .
 9. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 10 hereof.
 10. Either the grower or the miller may terminate this agreement by giving the other at least three (3) month's notice in writing provided that no such termination shall in any way affect any accrued rights of either party.
 11. The miller shall dispose all the husks on bulk and pass on all proceeds at the end of every crop year to the respective growers on prorata basis. This shall be done in reference to the Coffee Act
- IN WITNESS WHEREOF** the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

SIGNED for and on behalf of the miller:

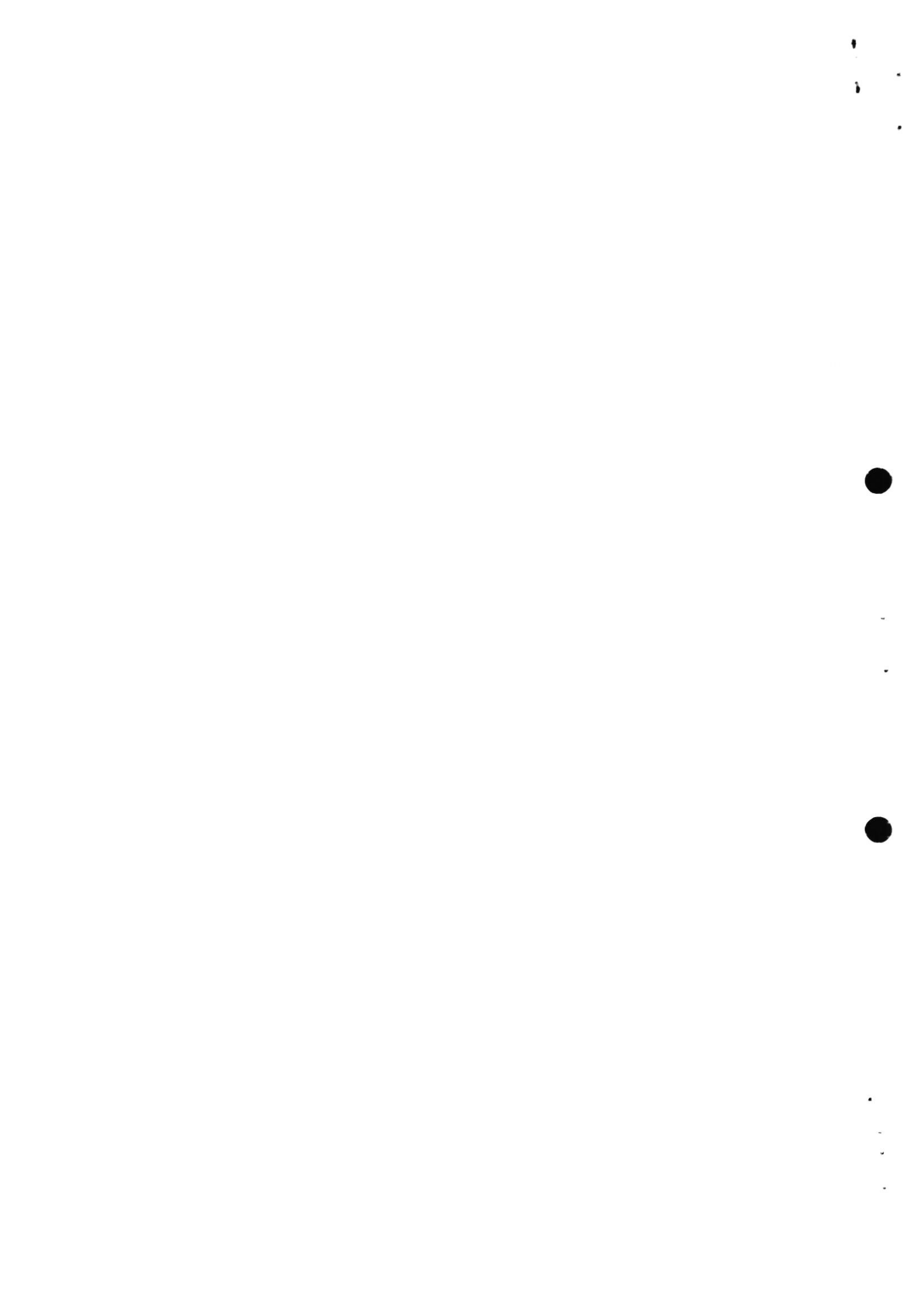
| | |
|---|---|
| <p>.....) THE CO-OPERATIVE BANK OF KENYA LTD. GREGORY J. OMUSOLO, ADVOCATE LEGAL OFFICER P. O. Box 48231 - 00100, NAIROBI </p> | <p>.....) KENYA CO-OPERATIVE COFFEE MILLERS LIMITED P. O. Box 111 - 10230 SAGANA </p> |
|---|---|

GAKINYA SIMON K

SIGNED & SEALED with the common seal of the grower)

in the presence of:

| | | |
|---|--|---|
| <p>.....) <i>Peter Gitonga</i> Chairman</p> | <p>.....) <i>[Signature]</i></p> | <p>.....) ID 0813288</p> |
| <p>.....) <i>Simon Maina</i> Treasurer</p> | <p>.....) <i>[Signature]</i></p> | <p>.....) ID 5509827</p> |
| <p>.....) <i>Mathew Mathangani</i> Secretary</p> | <p>.....) <i>[Signature]</i></p> | <p>.....) ID 10119026</p> |
| <p>.....) Manager (where applicable)</p> | <p>.....)</p> | |



10

(15/11/2013)



DATED THE 31ST DAY OF Dec 2013

KENYA CO-OPERATIVE COFFEE EXPORTERS LTD.

(as the "marketing agent")

-and-

TEKAMU F.C.S. LTD

(as the "grower")

XACGO

MARKETING AGENCY AGREEMENT

2013 | 2014

MARKETING AGENCY AGREEMENT

THIS AGREEMENT is made the 21ST day of Dec, two thousand and THIRTEEN

BETWEEN KENYA CO-OPERATIVE COFFEE EXPORTERS LIMITED of Post Office Box Number 54980 - 00100 Nairobi a marketing agent Registration No.CS/12173 (hereinafter called the "marketing agent", which expression shall where the context so admits include its successors and assignees) of the First Part;

AND

TEKANO P.O.S. of Box 1941 KARI a registered grower of coffee [Registration No. 10744] (hereinafter called the "grower", which expression shall where the context so admits include its successors and assignees) of the Second Part

WHEREAS:

(a) the marketing agent is duly licensed under the Coffee Act, 2001 and the rules made there under; and

(b) the grower has requested the marketing agent to provide the services referred to below and the marketing agent has agreed to provide such services to the grower upon the terms and conditions appearing hereinafter,

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The grower appoints the marketing agent as the grower's sole marketing agent, for the duration of this Agreement, for the purpose of marketing and selling coffee on behalf of the grower in accordance with the provisions of the Coffee Act, 2001.
2. In carrying out its obligations under this Agreement the marketing agent undertakes to conduct his business diligently and professionally at all times in the best interest of the grower.
3. The marketing agent shall sell the coffee at the coffee auction and obtain the best price available in the particular crop year. Upon receipt of any proceeds, the same shall be paid directly to the grower's account as hereinafter provided.
4. The marketing agent shall keep proper and clean records of all coffee delivered to him and of any other services rendered to the grower, and shall in a timely manner render to the grower schedules of out-turns and of all statutory and other deductions made from the proceeds of sale of coffee on the grower's behalf.
5. The marketing agent shall -

(a) advise the grower on matters pertaining to sales of coffee;

(b) receive coffee from millers on behalf of the grower;

- (c) warehouse, bulk small lots, grade and classify coffee by liquoring or otherwise;
 - (d) prepare the coffee sales catalogues after coffee has been delivered by the miller or his agent at the designated warehouses;
 - (e) deliver coffee samples to the central trade sample room of the Nairobi Coffee Exchange;
 - (f) set the reserve price in consultation with the grower;
 - (g) monitor the sale of coffee at the Nairobi Coffee Exchange;
 - (h) facilitate the auctioning of coffee at the Nairobi Coffee Exchange and or through direct sales as the case may be.
 - (i) receive the proceeds of sale of coffee and promptly remit the same after making statutory and other deductions;
 - (j) prepare and issue coffee storage warrants;
 - (k) provide such advice from time to time as the grower may reasonably require in relation to milling out-turns and grading, proper financial management, liaison with the miller, financial services to be provided and interest rates and repayment schedules agreed upon with the grower;
 - (l) provide such advice from time to time as the grower may reasonably require in relation to coffee marketing and warehousing facilities, coffee processing, handling, storage, milling, grading and classification, sourcing funds, cherry or parchment advances and financing;
 - (m) appoint a reputable insurance company to insure the coffee and ensure that the financier's interest is duly noted in the insurance policy;
 - (n) appoint a duly licensed auctioneer to auction the coffee at the relevant coffee auction;
 - (o) Appoint any other licensed marketing agents and, in accordance with the provisions of the Act, agree on fees and other payments due to the said marketing agents for services rendered or to be rendered.
6. This Agreement shall bind the parties for a period of one crop year from the date of its coming into operation but shall thereafter continue in force until determined in accordance with clause 11 hereof.
- 7 At any time after the first anniversary of the coming into force of this Agreement, either the grower or the marketing agent may terminate this Agreement by giving the other at least .3 months' notice in writing prior to proposed date of termination.

Provided that -

- (a) no such termination shall in any way affect any accrued right of either party hereunder;
- (b) no such notice of termination by the grower shall be valid without the consent of the financier; and
- (c) where the grower is a member of a co-operative society and the rules of the society so provide, no such notice of termination shall be valid if it was given in contravention of the rules of the society or of any agreement to which the society and any party to this Agreement are parties.

8 Coffee sold by the marketing agent on the grower's behalf shall be sold on condition that ownership of coffee shall not pass to the buyer unless and until it has been paid for and the grower has received the balance of the proceeds of sale after statutory and other proper deductions;

9. All coffee proceeds from coffee dealers received by the marketing agent, less the required statutory deductions, milling costs, warehousing, insurance costs, auctioneer's fees and other proper charges, shall be paid directly to such bank account of the grower as the grower may from time to time in writing direct, such payments to be made -

(a) as soon as practicable but in any event not later than seven days from the prompt date, as provided by section 35 of the Act; and

(b) in United States dollars or such other hard currency as may from time to time be agreed and as the rules of the Coffee Exchange may permit.

10. By this Agreement the grower irrevocably authorizes and directs the marketing agent to deduct the milling, other charges and all moneys rightfully due to any agent and after statutory deductions to remit the balance as hereinbefore provided.

11. The grower may authorize the marketing agent to deduct credit or advances made for management services and pay the financier on hypothecation of the coffee crop.

12. The grower authorizes the marketing agent to deduct not more than -

- a) Two per cent (2%) of gross as marketing agency fees exclusive of VAT (16%)
- b) one per cent (1%) being ad valorem levy due to the Board and the Foundation;
- c) two per cent (2%) being research levy due to Coffee Research Foundation
- d) 80% of 1% payable to Kenya Roads Board
- e) 20% of 1% being the county council cess from coffee sales proceeds,

and to pay the said percentages to the parties entitled to them and remit the balance to the grower in the manner hereinbefore provided.

13. The fees of any auctioneer appointed by the marketing agent shall not exceed 0.1% of the gross sales of the grower's coffee.

14. The marketing agent shall appoint an insurance firm (and not merely an insurance broker) to insure the grower's coffee.
15. Delivery of coffee shall be the basis of payments or advances and loans to growers but the marketing agent shall give tariffs and rates for service and in case of any changes he shall advise the grower in writing at least three months before the effective date.
16. In his dealings with the grower, the marketing agent shall observe and comply with any requirements of the Coffee Act, 2001 and of the rules made there under.
17. All the parties to this Agreement affirm and undertake to honor all obligations among them including, but not limited to, all irrevocable payment instructions that may be issued by the grower to the Board or any other marketing agents from time to time.
18. All disputes or differences arising between the parties hereto out of this Agreement will be resolved amicably as between the parties and failing such mutual settlement, shall be referred to a single Arbitrator, appointed by agreement between the parties or in default, by the Chairperson of the Kenyan Branch of the Chartered Institute of Arbitrators of the United Kingdom. The proceedings shall be in accordance with the provisions of the Arbitration Act 1995 or such other statutory re-enactment in force in Kenya and the award of the Arbitrator shall be final and binding upon the parties hereto. The Arbitration proceedings shall take place in Nairobi, Kenya and the costs thereof will be borne equally between the parties hereto.
19. This Agreement is subject to and shall be interpreted in accordance with the laws of the Republic of Kenya.
20. The forbearance, failure or delay of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed as a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach, after demand for strict performance.
21. All rights granted to either party under this Agreement shall be cumulative and the exercise the rights shall neither restrict nor prejudice the exercise of other rights granted by this Agreement, or otherwise available under it.
22. Any notice under this agreement shall be in writing and shall be deemed to have been duly given or made if delivered at the offices for the time being of the parties hereto or sent by pre-paid letter of post to the last known addresses of the parties hereto and if sent by post such notice shall be effectual for all purposes four days after the date of posting thereof and in proving service by post it shall be sufficient to prove that the letter containing the notice was properly stamped, addressed and put into the Post Office.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and date first hereinbefore mentioned.

SIGNED for and on behalf of the marketing agent:
Kenya Co-operative Coffee Exporters Ltd.
P. O. Box 54980 - 00200, Nairobi.

in the presence of)
THE CO-OPERATIVE BANK OF KENYA LTD.
GREGORY L. OMUSILO, ADVOCATE)
LEGAL OFFICER)
P. O. Box 48231 - 00100, NAIROBI)

SIGNED & SEALED with the common seal of the grower)

in the presence of:)

J. B. MURITHI

Chairman)

PATRICK KIBERENGE

Treasurer)

CHARLES MURAGE

Secretary)

PHILIP MAINA

Manager (where applicable))



