



THE UNITED REPUBLIC OF TANZANIA
PRESIDENT'S OFFICE
REGIONAL ADMINISTRATION AND LOCAL
GOVERNMENT
THE CITY COUNCIL OF DODOMA



Ref. No. HJD/D.30/85/142

Date: 23/01/2023

EXECUTIVE DIRECTOR,
TANZANIA INVESTMENT CENTER,
P.O BOX 930,
DAR ES SALAAM.


**REF: INTRODUCTION TO MAINLAND GROUP AGRO PROCESS TANZANIA
CO. LTD**

Reference is made to the heading above

The above named is Chinese Company intending to invest in Dodoma City by constructing Modern Edible Oil factory at Msalato area, Dodoma. The Company is in the Process of land acquisition.

By this letter we introduce to you the **Mainland Group Agro Process Tanzania Co. LTD** for your action.

Looking forward for your Cooperation.


Upendo B. Rweyemamu
ACTING CITY DIRECTOR,
DODOMA CITY COUNCIL.



Copy: Mainland Group Agro Processing Tanzania Co.LTD

LAND ACQUISITION AGREEMENT

BY AND BETWEEN

SWAJE PLAN LIMITED

AND

MAINLAND GROUP AGRO PROCESS TANZANIA LIMITED

DRAWN BY:

EMMANUEL BWILE, ESQ

GOODWIN ATTORNEYS

2nd FLOOR, WEST WING , MKAMBA HOUSE,

TABORA/UJJI STREET, UHINDINI AREA,

P.O.BOX 740

DODOMA, TANZANIA

TEL. 0713 220 350

EMAIL: bwile7@gmail.com

LAND ACQUISITION AGREEMENT

This Land Acquisition Agreement ("Agreement") is made on this 2nd day of DEC 2022

BETWEEN

(1) SWAJE PLAN LIMITED, whose registered office is in Dodoma, P. O. Box 1804, DODOMA, Tanzania ('Swaje Plan'), (the "Vendor");

AND

(2) MAINLAND GROUP AGRO PROCESS TANZANIA LIMITED whose registered office is in Dar es Salaam, P. O. Box 14824, DAR ES SALAAM, Tanzania (the "Purchaser").

WHEREAS the Vendor has agreed with the Purchaser for the Acquisition, Planning, Surveying and Titling of the Land measuring forty (40) acres located at the designated EPZ areas at Msalato in the City of Dodoma, Tanzania for investment purposes among others.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Interpretation: In this Agreement, including its Schedule, the headings shall not affect its interpretation.

1.1 Definitions:

"Agreed Terms" means in relation to any document such document in the terms agreed between the parties and for the purposes of identification signed by the Purchaser and the Vendor;

"Land" shall have the meaning ascribed thereto in clause 2.1;

"Business Day" means any day on which the banks are open for business in Tanzania excluding Saturdays, Sundays and public holidays;

"Completion" means the completion of the acquisition, planning, surveying and titling of the Land pursuant to clause 4;

"Completion Date" means the date on which Completion shall take place;

"Consents" shall have the meaning ascribed thereto in clause 4.1.1;

"Encumbrance" means any mortgage, charge, lien, pledge, option, right to acquire, security interest, equity, and any other like claims;

"EPZ" means Economic Processing Zone;



"Liabilities" means all the obligations of the Vendor to pay moneys to third parties in respect of the ownership or operation of the Assets prior to Completion (whether or not then due and payable), including without limitation in connection with or arising out of (i) the goods or services or other benefits sold or supplied or provided to or by the Vendor, (ii) all moneys due to any other divisions of the Vendor, (iii) any liability for Taxation, and (iv) claims arising in tort;

"Properties" means, collectively, the Land and the Buildings;

"Receivables" means the book and other debts owing to the Vendors in connection with the ownership or operation of the Assets prior to the Completion Date (whether or not then due and payable), including without limitation from other divisions of the Vendors and all recoveries of Taxation and VAT;

"TRA" means Tanzania Revenue Authority;

"Taxation" includes all forms of taxation and statutory, government, local government or municipal impositions, duties, contributions and levies, whenever imposed and all penalties, charges, costs and interest relating thereto;

"VAT" means valued added tax imposed under the Value Added Tax Act 2004;

"Warranties" means the warranties, representations and undertakings set out in this Agreement including without limitation to the Schedule, which is attached hereto and incorporated herein by reference.

- 1.2 Any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- 1.3 Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted whether before or after the date of this Agreement so far as such modification or re-enactment applies or is capable of applying to any transactions entered into prior to Completion and (so far as any liability thereunder may exist or can arise) shall include also any past statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced.
- 1.4 The words "company," "subsidiary," "wholly-owned subsidiary," and "holding company" shall have the same meanings in this Agreement as their respective definitions in the Companies Act 2002.
- 1.5 The Interpretation and General Clauses Act, Cap. 1 of the Laws of Tanzania shall apply in the same way as it applies to an enactment.

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Pdi.

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1.6 Unless the context requires otherwise, the rights and obligations vested into the Vendor in this Agreement shall apply exclusively and singularly to the Vendor.

2. Agreement to Acquire, Plan, Survey and have Title to the Land.

2.1 On and subject to the terms and conditions herein set forth, the Vendor shall acquire, plan, survey and obtain title deed in favour of the Purchaser with full title guarantee and the Purchaser shall acquire the said title free from all Encumbrances the following (hereinafter collectively referred to as the "LAND"):

2.1.1 the physical occupation of the Land, measuring forty (40) acres which is equal to 161880M²;

2.1.2 the Town Planning Drawing of the said land under contemplation;

2.1.3 the Registered Survey Plan; and

2.1.4 the Title Deed for the land the subject of this agreement.

2.2 Without prejudice to the generality of the foregoing the following are expressly excluded from the sale under this Agreement:

2.2.1 all cash in hand or in a bank or credited in any account with a bank;

2.2.2 the benefit of any insurance claims made by the Vendor.

2.2.3 in respect of costs, expenses and/or Liabilities incurred by the Vendor and arising and claimed prior to the Completion Date;

2.2.4 any and all Receivables; and

2.2.5 any and all Liabilities.

3. Consideration


3.1 The consideration for the acquisition, planning, cadastral survey and possession of the title shall, subject as provided in clause 4.7, be Tshs Eight Hundred and Nine Million Four Hundred Thousand Tanzanian Shillings (Tshs. 809, 400,000) only.

3.2 The total consideration shall be collectively paid to cover the following activities and or services and document (s):

3.2.1 Land Acquisition;

3.2.2 Planning;





- 3.2.3 Cadastral Survey;
- 3.2.4 Title Deed.

3.3 The Vendor shall for such periods as may be required by law preserve the records relating to the acquisition and other related exercise (s) prior to the Completion Date, and upon being given reasonable notice by the Purchaser or its agents, the Vendor shall make those records available to the Purchaser or its agents during normal working hours for inspection or copying at the Vendor's expense.

3.4 All amounts expressed in this Agreement as being payable by the Purchaser are expressed inclusive of any VAT and other taxes if any which may be chargeable. Each of the parties represents and warrants to the other that it is duly and properly registered for VAT.

3.5 While the total consideration is to be allocated as provided in clause 3.2 above, it is nevertheless agreed between the parties hereto that the consideration for the acquisition of the land is a single price.

3.6 All payments to be made by the Purchaser to the Vendor under this Agreement shall be made to the Vendor, as specified in sub-clause 4.6 below.

4. Conditions Precedent and Completion

4.1 Subject as hereinafter provided, the Completion Date shall be appointed by the parties within 30 days from the date of execution of this Agreement or such later date as the Purchaser, in its absolute discretion, may appoint upon written notice to the Vendor. Completion shall take place at the registered office of the vendor.

4.2 The obligation of the Purchaser to purchase or acquire the land is subject to the fulfilment, on or before the Completion Date, of each of the following conditions, any one or portion of which may be waived in writing by Purchaser:

4.2.1 All Warranties made by Vendor in this Agreement, or any of them, shall be true as of the Completion Date as fully as though such Warranties had been made on and as of the Completion Date, and, as of the Completion Date, Vendor shall not have violated or failed to perform in accordance with any covenant contained in this Agreement;

4.2.2 Purchaser shall have obtained all licences, authorisations, orders, grants, confirmations, consents, permissions and approvals from government authorities which are necessary or required for Vendor's transfer of the land to the Purchaser, or for Purchaser's ownership or operation of the land (hereinafter collectively referred to as "Consents"), including without







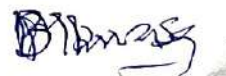
limitation to government authorities, such as the Fair Competition Commission and the Tanzania Revenue Authority. The Vendor agree to use its best endeavours to procure that the Consents are issued, and if the law requires the Consents to be obtained by the Vendor, the Vendor shall obtain the same prior to Completion at the expense of the Vendor;

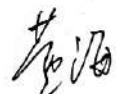
- 4.2.3 Purchaser shall have concluded, to its satisfaction, legal, technical and financial due diligence on the land subject of this agreement;
- 4.2.4 Purchaser shall have received such surveys of the Land as shall indicate, to Purchaser's satisfaction, (i) the exact location, dimensions, and acreage of the Land, together with the location of any improvements and/or encumbrances thereon, (ii) the lack of any encroachments upon the Land from adjacent tracts; and (iii) the lack of any encroachments by improvements upon the Land upon adjacent tracts;
- 4.2.5 There shall have been no material adverse change in the condition of all or any portion of the Land prior to the Completion Date;
- 4.2.6 The Tanzania Investment Centre shall have registered the Purchaser's project in connection with the contemplated acquisition and operation of the Land;
- 4.2.7 Vendor shall have confirmed to the Purchaser's satisfaction that there are no shareholders and inheritance disputes in connection with the Land;
- 4.2.8 Vendor shall have confirmed her Vendor's ability to convey good and marketable title of the land to Purchaser at Completion, free and clear of all mortgages, liens, encumbrances, claims, options to lease or purchase, leases, security interests, pledges, covenants, conditions, restrictions, judgments, and other matters affecting title;
- 4.2.9 Purchaser shall have received, to its satisfaction, an Environmental Impact Assessment under the Environmental Management Act 2004; and,
- 4.2.10 Purchaser shall have concluded to its satisfaction an environmental audit of the Land.

4.3 On Completion, the Vendor shall deliver to the Purchaser: -

- 4.3.1 such document of title; requisite licences, authorisations, orders, grants, confirmations, consents, permissions and approvals; and such executed conveyances, transfers and assignments (in a form previously approved by the Purchaser's lawyers) as may be required or necessary to (i) complete the







acquisition, plan, survey and transfer of the land to Purchaser, (ii) vest in the Purchaser good, clear and marketable title in and the full benefit of the Land, and (iii) permit the Purchaser or its nominee to enter into and take possession of the Land;

4.3.2 all the Assets (if any) which are capable of transfer by delivery, whereupon the title thereto shall pass to the Purchaser by such delivery;

4.3.3 certified copies of the minutes of meetings of the board of directors of the Vendor, authorizing (as appropriate) such company's execution of this Agreement and the documents to be delivered pursuant thereto;

4.3.4 a release duly executed by the chargee (s) (if any), of any Encumbrances subsisting over the land (if any) and letters of non-crystallisation in relation to any Encumbrances in each case in the Agreed Terms;

4.3.5 tax clearances by TRA for the acquisition and or otherwise sale of land, to Purchaser as contemplated by this Agreement;

4.3.6 certified copies of the resolutions by the shareholders of the Vendor: (i) approving and authorising the execution by Vendor of this Agreement and the documents to be delivered pursuant thereto (as applicable), (ii) providing that such shareholders, jointly and severally, unconditionally and irrevocably guarantee for the benefit of Purchaser, that there are no third parties with direct or indirect interest in the Land, and (iii) providing that such shareholders indemnify and hold harmless the Purchaser from any liability, losses, and claims of whatsoever nature, whenever arising, with regard to actual or alleged third-party interest(s) in the Land.

4.4 On Completion the Purchaser shall deliver to the Vendor:

4.4.1 certified copy of the minutes of a meeting of the board of directors of the Purchaser authorising the execution by the Purchaser of this Agreement and the documents to be delivered pursuant thereto;

4.4.2 satisfactory evidence of the deposit and subsequent release of the monies referred to in clause 4.6;








- 4.4.3 a clearance of acquisition (if any) of the Land by the Vendor to the Purchaser by the Fair Competition Commission; and
- 4.4.4 a confirmation by the Purchaser that it has taken steps to facilitate lawful transfer of the Land to its own name.
- 4.5 The Vendor and the Purchaser shall use their respective best endeavours to ensure that the conditions for Completion in clauses 4.2, 4.3, and 4.4 are satisfied within thirty (30) days from the date of execution of this Agreement. If the conditions for Completion in clauses 4.2, 4.3 and 4.4 are not satisfied with thirty days from the date of execution of this Agreement, the Purchaser may, in its absolute discretion, extend this period.
- 4.6 Against compliance with the foregoing provisions the Purchaser shall satisfy the purchase consideration specified in clause 3 as follows:
- 4.6.1 TZS 809,400,000 (Eight hundred and Nine Million Four Hundred Thousand) shall be released to the vendor in the following order: -
- (a) 50% the total consideration shall be paid on the date of execution of this Agreement.
 - (b) 25% of the total consideration shall be paid after satisfaction that the work of the vendor has gone half way; and
 - (c) 25% of the remaining consideration shall be paid to the vendor on completion date.
- 4.6.2 The amount specified in clause 4.6.1 shall be deposited or paid in the following bank account:

ACCOUNT NO.: 50510042075
NAME OF ACCOUNT: SWAJE PLAN LIMITED
BANK: NMB BANK PLC
BRANCH: DODOMA BRANCH

- 4.7 The Vendor hereby warrant and undertake to the Purchaser that the land disclosed to the Purchaser at the time of conducting due diligence shall be the same at the time of handing over the land to the Purchaser.
- 4.8 In the event that the land identified during handing over is less than the land disclosed by the Vendor to the Purchaser when conducting due diligence, the purchase consideration payable under clauses 3 and 4.6 shall be reduced proportionately using the value of the missing acreage/square metres disclosed to the Purchaser at the time of conducting due diligence.

5. Obtaining Consents and Due Diligence

5.1 The Vendor shall upon execution of this Agreement seek the grant of all governmental and other Consents required on its part to enable Completion to take place lawfully including without limitation obtaining a tax clearance certificate from Tanzanian Revenue Authority. Similarly, the Purchaser shall upon execution of this Agreement seek the grant of all governmental and other Consents required on its part to enable Completion to take place lawfully including without limitation to (i) clearance of the transaction (if required) by the Fair Competition Commission, (ii) conducting Environmental Impact Assessment under the Environmental Management Act 2004, and (iii) registration of the Purchaser's project with Tanzania Investment Centre in connection with its contemplated acquisition and operation of the Land. The Vendor and the Purchaser shall cooperate in providing information required by government authorities when processing the applications for Consents.

5.2 For a period of at least seven days ("Due Diligence Period") from the date of execution of this Agreement, the Purchaser may conduct legal, technical and financial due diligence on the Land. The Vendor will ensure that the directors, officers, employees, representatives and agents of the Vendor (including the auditors of the Vendor) afford the Purchaser and its representatives, including its lawyers and auditors, such access to the Vendor's records, premises, accounts and management personnel, during business hours, as the Purchaser and its representatives may reasonably require so that the Purchaser may perform an investigation of the Land and Vendors' businesses, financial and legal conditions. The Purchaser will conduct such purchase investigation in co-operation with the Vendor so as to minimize any disruption to the Vendor's businesses.

5.3 After the Due Diligence Period, the Purchaser shall, in its absolute discretion, make a declaration that it is satisfied or not satisfied with the due diligence findings. In the event that the Purchaser is not satisfied with the due diligence results, the Vendor and the Purchaser shall discuss the due diligence results. Where the parties fail to reach agreement on due diligence findings, the Purchaser, in its absolute discretion, may decide to proceed or not to proceed with the purchase of the Land under this Agreement. In the event that the Purchaser elects to not proceed with the transaction, the Purchaser may terminate this Agreement with liability to and or recourse by the Vendor.

6. General Liabilities

6.1 All water, electricity and telephone charges, and other periodical payments (if any) relating to or payable to or accruing in respect of the ownership of the land down to and including the Completion Date shall be borne by the Vendor.

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6.2 All rents, rent charges, rates, and other payments relating to the Land down to and including the Completion Date shall be borne by the Vendor.

6.3 The Vendor shall also indemnify the Purchaser against each and every cost, claim, liability, expense, or demand which relates payments referred to in this clause 6.

6.4 The Vendor shall refund the Purchaser the payments referred to in this clause 7, which was done by the Purchaser on behalf of the Vendor during the due diligence period, or otherwise before the Completion Date. The Purchaser shall have the right to deduct such payments from the payments to be done to the Vendors under clauses 3 and 4.6.1.

7. General Obligations of Vendor

7.1 Except as otherwise expressly provided in this Agreement, the Vendor shall be responsible for and shall duly and punctually pay and discharge all Liabilities and other obligations arising out of or in connection with or relating to the acquisition of the Land existing at the Completion Date, or arising, accruing or assessed in respect of any period or in consequence of any transaction carried out prior thereto, and shall indemnify and keep the Purchaser indemnified from and against all claims and actions, damages, costs, expenses and other liabilities arising from the Vendor's acts or omissions in performing its obligations under this clause 7.1.

7.2 Notwithstanding Completion the Vendor hereby undertake in addition to its obligations under clause 4 and 7.1 and at its own expense:

7.2.1 from time to time to execute such further assurances and afford to the Purchaser such assistance as the Purchaser may reasonably require for the purpose of vesting in the Purchaser or its nominee the full benefit of the Land (including, so far as consistent with the terms of this Agreement, the benefit of any rights accruing against third parties, whether such rights have or have not accrued or become enforceable at the Completion Date);

7.2.2 from time to time to supply to the Purchaser such information and assistance as the Purchaser may reasonably require for the purpose of implementing clause, 4, 5, 6, and 7.

8. Warranties

8.1 The Vendor hereby warrant and represent to and undertake with the Purchaser and its successors in title in the terms set out in the Warranties in this Agreement, which shall be true as of the Completion Date as fully as though such Warranties had been made on and as of the Completion Date. The Purchaser shall notify the



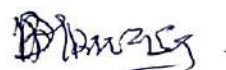




Vendor of any claim or of any matter which may give rise to a claim against the Purchaser in respect of which (if valid) a claim would lie against the Vendor under any of the Warranties as soon as practicable upon the Purchaser receiving notice of the same.

8.2 The Vendor hereby agree jointly and severally to defend, indemnify and hold the Purchaser, its officers, directors, shareholders, agents and employees, and such individuals' and/or entities' respective heirs, representatives, successors and assigns (individually or collectively, the 'Vendors-Indemnified Parties,' as appropriate), harmless from and against any and all losses, costs, damages, fines, fees, claims, liabilities, penalties, judgments, expenses and obligations of every kind and description (including without limitation attorneys' fees, and with regard to environmental matters, further including without limitation assessment costs, reporting costs, monitoring costs, clean-up costs, removal costs, remediation costs, governmental response costs, and damages to natural resources and/or third-party property), which are paid, incurred, or suffered by, or asserted against the Vendor Indemnified Parties, arising out of or relating to (i) any misrepresentation, breach of warranty or non-fulfilment of any agreement, covenant or obligation by Vendor hereunder, (ii) any aspect of the ownership or operation of the Assets prior to the Completion Date, (iii) any liabilities or obligations of Vendor not expressly assumed by Purchaser under this Agreement; (iv) the action of any one or more individuals or entities, including without limitation any governmental agency or authority, resulting from the contamination by, or presence, disposal, release or threatened release of, any toxic, infectious or hazardous substances, materials or wastes (collectively, "Hazardous Materials") into any environmental medium, arising out of, or by reason of, any operation, action or inaction by Vendor, its agents, affiliates, employees, contractors or their respective predecessors (as applicable) in or on the Properties or any property adjacent thereto; (v) as the result of a violation of or liability under any applicable laws arising out of, or by reason of, any operation, action or inaction by Vendor, its agents, affiliates, employees, contractors or their respective predecessors (as applicable) in or on the Properties or any adjacent property, whether or not relating to the contamination by, or presence, disposal, release or threatened release of, any Hazardous Materials; (vii) by or as a result of any pre-Completion condition or characteristic of the Properties or any property adjacent thereto; or (viii) as a result of the breach of any the Warranties set forth in this agreement hereto.

8.3 If any matter subject to indemnification hereunder arises in the form of a claim against the Vendor-Indemnified Parties (a "Third Party Claim"), Purchaser promptly shall give notice and details thereof, including copies of all pleadings and pertinent documents, to Vendor. Within fifteen (15) days following such notice, Vendor shall either (i) pay the Third Party Claim in full or upon agreed compromise, or (ii) notify Purchaser that it disputes the Third Party Claim and intends to defend against it, and thereafter shall so defend and pay any adverse final judgment or award in regard thereto. Such defence shall be controlled by



Vendor and the cost of such defence shall be borne by Vendor except that Purchaser shall have the right to participate in such defence at its own expense and provided that Vendor shall have no right in connection with any such defence or the resolution of any such Third Party Claim to impose any cost, restriction, limitation or condition of any kind upon Purchaser. Purchaser agrees that it shall cooperate in all reasonable respects in the defence of any such Third Party Claim. If Vendor fails to take action within fifteen (15) days as hereinabove provided or, having taken such action, thereafter fails to diligently defend or resolve the Third Party Claim, Purchaser shall have the right to pay, compromise or defend the Third Party Claim and to assert the indemnification provisions hereof.

8.4 The Warranties and all other provisions of this Agreement in so far as the same shall not have been performed at Completion shall not be extinguished or affected by Completion.

8.5 Each of the remedies conferred on the Purchaser by this Agreement for any breach hereof (including the breach of any Warranty) shall be cumulative and without prejudice to all other remedies and the exercise of or failure to exercise any such remedy shall not constitute a waiver by the Purchaser of any other such remedy so conferred hereunder.

8.6 For the purposes of this clause, references to liabilities include contingent liabilities.

9. Other Provisions

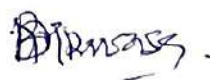
9.1 The Vendor agree not announce the transaction contemplated in this Agreement to the media.

9.2 The Purchaser shall not be entitled to assign the benefit of this Agreement to other parties without the prior written consent of the Vendor.

9.3 A person who is not a party to this Agreement has no rights under this Agreement to enforce any term of this Agreement.

9.4 This Agreement, the attachments thereto, and all documents to be executed pursuant to clause 4 (and all other documents and instruments referred to herein) supersedes all prior Statements made by a party on behalf of that party by any director, officer, employee, agent, adviser or representative of that party and sets forth the entire complete and exclusive agreement and understanding between the parties hereto.

9.5 In this Clause the collective term "Statements" shall mean all terms, conditions, promises, warranties, undertakings, representations, specifications, descriptions, arrangements, agreements, understandings and any other statements whether or



not of a nature similar to any of the foregoing (in all cases whether written or oral) which relate to the subject matter hereof; and 'Statement' shall be construed accordingly.

9.6 Time shall be of the essence of this Agreement, both as regards the dates and periods mentioned and as regards any dates and periods which may be substituted for them in accordance with this Agreement or by agreement in writing between the parties.

9.7 The Vendor shall bear all legal, accountancy and other costs and expenses incurred by it in connection with this Agreement. The Vendor shall bear all such costs and expenses incurred by it in relation to the registration, preparation and execution of this Agreement and bear all stamp duties and VAT arising out of or in consequence of this Agreement.

9.8 If either party defaults in the payment when due of any sum payable under this Agreement (whether determined by agreement or pursuant to an order of a court or otherwise) the liability of such defaulting party shall be increased to include interest on such sum from the date when such payment is due until the date of actual payment (as well after as before judgment) at a rate per annum of 1 (one) per centum above the base rate from time to time of the commercial banks in Tanzania. Such interest shall accrue from day to day and shall be paid subject to any withholding tax.

9.9 Any notice, claim or demand requiring to be served under or in connection with this Agreement or with any arbitration or intended arbitration hereunder shall be in writing and shall be sufficiently given or served if delivered in the case of the Vendor to its secretary at its registered office and in the case of the Purchaser to its secretary at its registered office. Any such notice delivered by hand or cable, telegram or facsimile shall conclusively be deemed to have been given or served at the time of dispatch in the case of service in Tanzania or 48 hours thereafter in the case of international service and if sent by post shall conclusively be deemed to have been received 48 hours from the time of posting.

9.10 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

9.11 Except as provided in and for the purpose of this Agreement, the Vendor shall keep confidential and not disclose any part of this Agreement and the sale and purchase

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transaction (except any part thereof required to be disclosed by such party in the conduct of its business in the ordinary course, and then only subject to the imposition of obligations of confidentiality upon the entity to which it is disclosed).



9.12 References in this Agreement to the parties shall include their respective heirs, successors in title, permitted assigns and personal representatives.

9.13 This Agreement supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, and which shall become null and void from the date this Agreement is signed. Each party warrants to the other that it has not relied on any such commitment, representation or warranty in entering into this Agreement. The prior commitments, terms, representations and warranties, which do not become null and void from the date this Agreement is signed shall be considered, assumed, taken to have been implemented or fulfilled under this Agreement.

9.14 Despite the fact that the items comprising the Land under clause 2.1 above may be owned by the Vendor and liable for the obligations thereof and all representations, warranties, covenants and agreements made by the Vendor in the Agreement or in any exhibit hereto or any document, instrument or certificate delivered pursuant hereto shall be deemed to have been made by her. The Vendor further agrees that, notwithstanding any right of Purchaser to investigate fully the affairs of the Vendor and notwithstanding any knowledge of facts determined or determinable by the Purchaser, the Purchaser has the right to rely fully on the representations, warranties, covenants and agreements of the Vendor contained in the Agreement and upon the accuracy of any document, instrument, certificate or exhibit given or delivered hereunder. The Vendor's obligations hereunder is absolute, unconditional, irrevocable, present and continuing. Any notice or other communication provided to the Vendor pursuant hereto shall be deemed to have been given each one and failures to be sent any notice or communication contemplated hereby shall not relieve the Vendor from its liabilities for the obligations hereunder.

10. Access to Documents and Records

10.1 Without prejudice to the provisions of this clause 10, for the purposes of future audits and Taxation assessments only, the Vendor and Purchaser hereby agree that they will each give the other reasonable access to documents pertaining to the Land which may be reasonably requested in connection with such audits and Taxation assessments for inspection or copying (at the expense of the relevant

party) regardless of whether those documents are situated at the Properties or elsewhere.

10.2 Subject as provided in clauses 2 and 4, the Vendor shall be under no obligation to deliver to the Purchaser any records which do not relate exclusively to the Land but shall preserve any records which relate partly to the Land ("retained records") for a period of not less than seven years.

10.3 The Purchaser shall preserve all records which may be delivered to it by the Vendor at Completion and relevant or necessary for the purposes of clause 13.1 ("transferred records") for a period of not less than seven years.

10.4 The Vendor agree that subject to the provisions of clause 10 below it shall, upon reasonable notice and at reasonable cost, grant to the Purchaser access during normal business hours whether by itself or by its professional advisers, to the retained records.


10.5 To the extent that any information to which the Purchaser may gain access as a result of this clause is not publicly available, and does not relate to the Land, such information and records are personal to, and the confidential property of, the Vendor, and the Purchaser undertakes that it shall take all reasonable precautions to keep secret, and not without the prior written consent of the Vendor disclose, such information to any person or body except as may be required by law, or use the same for any purpose other than for the purpose of the Assets for which access was authorised by the Vendor.

11. Pre-Completion Access, Costs and Expenses

11.1 Before the Completion Date, the Vendor agree to allow the Purchaser to enter the Property for the purpose of: (i) making preparations, which are necessary in preparing investment plan, (ii) preparing the Land for immediate use by the Purchaser after Completion, and (ii) doing other things that the Purchaser shall deem necessary.

11.2 The Vendor agrees and acknowledges that preparation of the Land for immediate use by the Purchaser after Completion will entail the Purchaser incurring costs and expenses ('Costs and Expenses') such as (i) bush clearing and land levelling costs, (ii) electricity charges, (iii) government fees and charges, and (iv) and any other expenses, which are necessary in preparing the Land for immediate use by the Purchaser after Completion. If the conditions precedent prescribed in clause 4 above are not satisfied and, as a result, the Completion of this land acquisition, planning, surveying and titling do not occur, the Vendor agree to refund the





Purchaser all Costs and Expenses. The Vendor agree that the arrangement agreed in this clause 11 is a separate contract and waives all objections to refund the Costs and Expenses on the ground that the land acquisition, planning, surveying and titling under the main Agreement has not been completed.

12. Applicable Law and Dispute Resolution

12.1 This Agreement shall be governed by and construed in accordance with the laws of Tanzania.

12.2 Any question or difference which may arise concerning the construction meaning or effect of this Agreement or concerning the rights and liabilities of the parties hereunder or any other matter arising out of or in connection with this Agreement shall be referred to a single arbitrator in Dar es Salaam to be agreed between the parties. Failing such agreement within thirty days of the request by one party to the other that a matter be referred to arbitration in accordance with this clause such reference shall be to an arbitrator appointed by the President for the time being of the Tanganyika Law Society. The arbitrator shall possess at least a Masters' degree in corporate/business law from a reputable University in the United Republic of Tanzania and shall have the experience of practicing law in Tanzania of not less than ten years. The decision of such arbitrator shall be final and binding upon the parties.

IN WITNESS whereof this Agreement has been entered into on the above date.

SEALED with the **COMMON SEAL**
of the said **SWAJE PLAN LIMITED**
and **DELIVERED** in our presence
this 19th Day of DEC, 2022

SEAL



Signature: [Signature])

Name: SIMON E. MBWAGA)

Postal Address: 1804)

DODOMA)

Qualification: MANAGING DIRECTOR)

Signature: [Signature])

[Signature]

[Signature]

[Signature]

[Signature]

Name: EMMANUEL PETER)
Postal Address: 1804)
DODOMA)
Qualification: ASSISTANT DIRECTOR)

Before Me:

Signature: [Signature])
Name: Emmanuel A.B. Buzi)
Postal Address: Box 700)
DODOMA)
Qualification: ADVOCATE)



SEALED with the **COMMON SEAL** of the said **MAINLAND GROUP AGRO PROCESS TANZANIA LIMITED** and DELIVERED in our presence this 24 Day of DECEMBER, 2022

SEAL



Signature: [Signature])
Name: Elizabeth Mhass)
Postal Address: Box 7102)
Dar-es-Salaam)
Qualification: Assistant G. Manager)

Signature: [Signature])
Name: Huang Hai)
Postal Address: P.O. Box 14824 Dar es Salaam)
Qualification: Manager)

[Signature]
[Signature]

[Signature] - [Signature]

Before Me:

Signature: 

Name: Emmanuel A.B. Bwile

Postal Address: Box 740

DODOMA

Qualification: ADVOCATE



SCHEDULE

Warranties

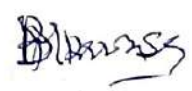
The Vendor warrants that:

1. The Vendor
 - 1.1 Authority and capacity of the Vendor
 - 1.1.1 The Vendor has full power and authority to enter into and perform this Agreement and this Agreement when executed will constitute a binding obligation on the Vendor, in accordance with its terms.
 - 1.1.2 The execution and delivery of, and the performance by the Vendor of its obligations under this Agreement will not: (a) result in a breach of any provision of the memorandum or articles of association of each company; or (b) result in a breach of any order, judgment or decree of any court or governmental agency to which the Vendor is a party or by which the Vendor is bound.
2. Supply of information
 - 2.1 Accuracy and adequacy of information disclosed to the Purchaser: All information contained in this Agreement that was given by the Vendor are true, complete and accurate in all material respects.
3. Legal matters
 - 3.1 Compliance with laws

The Vendor does undertake its business in accordance with applicable laws, regulations and byelaws in the Tanzania and in any relevant foreign country and there is no investigation or enquiry order, decree or judgment of any court or any governmental agency or regulatory body outstanding or anticipated against the Vendor which may have an adverse effect upon the Land.
 - 3.2 Litigation









3.2.1 The Vendor is not involved whether as claimant or defendant or otherwise in any legal action, proceedings or arbitration in connection with the Land or is involved in any proceedings of a criminal nature and there are no such legal actions, proceedings or arbitrations pending or threatened against the Vendor in connection therewith.

3.2.2 There are no investigations disciplinary proceedings or other circumstances likely to lead to any such claim or legal action, proceedings or arbitration (other than as aforesaid) or prosecution.

3.3 Competition Law

The Vendor is not a party to any agreement, arrangement or concerted practice or is carrying on any practice which in whole or in part the Fair Competition Act 2003.

3.4 Brokers and Finders

The Vendors has not employed any broker(s) or finder(s) in connection with the transactions contemplated by this Agreement, or taken action that would give rise to a valid claim against any party for a brokerage commission, finder's fee or other like payment.

4. Taxation Matters

4.1 The land agreed to be sold under this Agreement is not the subject of any charge power of sale or mortgage in favour of a Taxation authority for the purposes of any Taxation nor are there any circumstances which may give rise to the same.

4.2 All proper records have been kept and all proper returns and payments have been made as required by law for the purposes of VAT in connection with the Assets.

4.3 The land agreed to be sold under this Agreement is not the subject of any security in favour of TRA pursuant to any provision of the Value Added Tax Act 2004 or other tax legislation, treaty, rules and regulations.

5. Condition of Land

(i) There are no Hazardous Materials present at, on or in the Land; (ii) during the period in which the Land has been owned and/or used by Vendors, there has been no escape, discharge, disposal, emission or release of any Hazardous Materials into any environmental medium (e.g., air, soil, surface water, groundwater, etc.) at, on, in or with respect to the Land or at, on, in or with respect to any property adjacent thereto; (iii) the Land does not now contain nor did such Land heretofore contain any







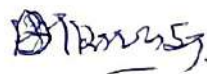

underground storage tanks for any Hazardous Materials; (iv) Vendors have not received any notice or correspondence from any governmental agency pertaining to Hazardous Materials, including, without limitation, notices of any inquiry, potential proceeding or other action pending or threatened regarding the condition of the Land; and (v) Vendor has complied with all applicable laws and regulations relating to the generation, use, storage, handling, removal, transfer and disposal of any Hazardous Materials, and/or to the installation, removal and remediation of any storage tanks containing Hazardous Materials, and/or to the assessment, reporting, monitoring and remediation of any environmental medium which is actually or alleged to be contaminated by Hazardous Materials.

6. Accuracy of Warranties

None of Vendor's representations or warranties contains or will contain any untrue statement of a material fact or omits or will omit or misstate a material fact necessary in order to make statements in this Agreement not misleading. Vendor knows of no fact that has resulted, or that in Vendor's reasonable judgment will result in a material change in Land that has not been set forth in this Agreement or otherwise disclosed to Purchaser.



#hidi.




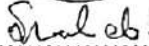



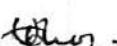
SUMMARY OF THE MEETING DISCUSSED ON 20.12.2022

A. AGENDA

1. OPENING THE MEETING

Managing director of swaje plan limited opened the meeting at 4; 30 Am.

2. PARTICIPANTS

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
1. SIMON .E MBWAGA	MANAGING DIRECTOR	
2. SIMON MAHUNDO	MANAGING DIRECTOR	
3. ESTHER LEMA	SECRETARY	
4. EMMANUEL AHUDI	DELEGATE	
5. JACKLINE MWASEGE	DELEGATE	
6. NGOLO JOHN	DELEGATE	

3. DISCUSSION FOR LAND ACQUISITION, PLANNING, CADASTRAL SURVEY AND TITLING

SWAJE PLAN LIMITED are pleased to respond to your proposal for your project on land acquisition, planning and cadastral survey and Titling of the land measuring forty (40) Acres located at Msalato in the City of Dodoma.

SWAJE PLAN LIMITED team we were discussed on how to perform the process of acquiring land, plan and preparation of cadastral survey. Where by the company team we agreed on how we can implement and techniques which can be used so as to complete the work the work respectively. The duration of the project we have agreed will not exceed one month (1 month) from the date, the company get fifty percent (50%) as advance payment of project .

4. CLOSING THE MEETING.

The meeting was postponed at 11:30AM as scheduled. Hence, the group leader (managing director) declared to implement the project and closing the meeting.