

ASSET PURCHASE AGREEMENT

BETWEEN

**FRESHO GROUP OF COMPANIES LIMITED
(SELLER)**

AND

**KAPA MANUFACTURING TZ LIMITED
(PURCHASER)**

**IN RESPECT OF ALL THE PARCEL OF LAND DESCRIBED UNDER CERTIFICATE OF TITLE
NUMBER 92354, L.O NUMBER 464116, PLOT NO.6, BLOCK J, KITOPENI AREA
BAGAMOYO URBAN AREA, COASTAL REGION, MEASURING 7 ACRES TOGETHER WITH
ALL DEVELOPMENTS, EQUIPMENT, PLANT AND MACHINERY THEREON**

DRAWN BY:



EALC
EAST AFRICAN LAW CHAMBERS

House No. 18, Rukwa Street,
Masaki, Dar es Salaam
Tanzania

www.dentons.co.tz

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A handwritten signature in blue ink, appearing to be "J. J.", located at the bottom right of the page.

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made on this day of 2025

BETWEEN

FRESHO GROUP OF COMPANIES LIMITED, a limited liability company incorporated and existing under the laws of Tanzania and issued under certificate of incorporation number 87362 dated 23 November 2011, and whose registered office is situated at Plot No. 1, Block No. Q, Kitopela Road, Mapinga, Bagamoyo in Coastal Region (hereinafter referred to as the "**Seller**" which expression shall include wherever applicable, their legal successors in title and assigns) of the one part;


AND

KAPA MANUFACTURING TZ LIMITED, a limited liability company duly incorporated and existing under the laws of Tanzania and issued under certificate of incorporation number 183932918 whose registered office is situated at Plot Number 1088, Tower B, Girl Guide Building, Kibasila Street, Ilala, P.O. Box No. 7323, Dar es Salaam. (hereinafter referred to as the "**Purchaser**" which expression shall include wherever applicable, its legal successors in title and assigns) of the other part;

(Seller and Purchaser collectively referred to as the "**Parties**").

RECITALS:

- A. **WHEREAS** the Seller is the registered holder of the piece or parcel of land measuring 7 acres known as Plot No. 6, Block J, Kitopeni Area Bagamoyo Urban Area, Coastal Region as registered under certificate of occupancy number 92354 (the "**Property**") together with all the appurtenances, developments, including any right of way on the Property, equipment, plant, and machinery therein as further described in Schedule A of this Agreement (all together with the Property referred to as the "**Assets**").
- B. The Property is designated for use for light industrial purposes only.
- C. **WHEREAS** the Seller has charged the Assets by way of a first ranking legal mortgage dated 10th April 2019 and registered with the Registrar of Titles under Folio Number



202166 in respect to the Property to secure an unspecified amount in favour of the Bank (defined below) as well as a debenture dated 18th February 2020 and varied by the first deed of variation dated 26th February 2021 creating a charge over all the assets of the Seller including the Assets to secure an amount of Tanzania shillings seventeen billion, eighty-seven million, seven hundred seventy-six thousand (TZS 17,087,776,000.00).

- D. **WHEREAS** in furtherance to the non-binding offer entered between the Parties dated 17th December 2024, the Seller has agreed to sell the Assets to the Purchaser subject to the Seller providing the Purchaser with a written undertaking issued by the Bank to the Purchaser undertaking to release all existing security interests and charges over the Property upon receipt of the payments from the Purchaser to be made subject to the terms and conditions of this Agreement.
- E. **WHEREAS** the Seller acknowledges and agrees that the sale of Assets to the Purchaser under this Agreement is subject to and conditional upon the sub-division of all the piece of parcel of land measuring 32 acres known as Plot No. 5, Block J, Kitopeni Area Bagamoyo Urban Area, Coastal Region as registered under certificate of occupancy number 92352 ("Plot No. 5") and sale of a portion thereof measuring approximately 12 acres to the Purchaser ("**Sub-divided Property**") subject to the terms of conditions stipulated herein and to be contained in an agreement to be entered into between the Parties.
- F. **WHEREAS** the Purchaser has agreed to purchase the Assets from the Seller subject to the terms and condition provided herein.

NOW THIS AGREEMENT WITNESSETH as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement if the context so allows:

Agreement means these assets purchase agreement and includes any other addendum signed by the parties in accordance with the terms of this Agreement.

Assets means the Property together with all the appurtenances, buildings, developments, equipment, plant and machinery collectively, including all buildings, developments, fixtures, fittings, plant, equipment, and any other tangible or intangible improvements affixed to or forming part of the Property.

Bank means KCB Bank Tanzania Limited of P.O. Box 804, Dar es Salaam.

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BRELA means the Business Registration and Licensing Agency of Tanzania.

Business Day means a day, other than a Saturday, Sunday or public holiday, on which commercial banks are open for non-automated commercial business in Tanzania and in Kenya, and Business Days means more than one of them.

Certificate of Occupancy means the certificate of occupancy number 92354 dated 8th December 2011 and registered in the name of the Seller.

Commissioner means the Commissioner for Lands, or any person holding the position of the Commissioner for Lands, appointed from time to time under the Land Act, or any other person upon whom the powers of the Commissioner to consent dispositions of land have been vested or delegated or upon whom the functions of part of the Commissioner's powers to approve dispositions of land have been vested or delegated or authorized to be performed under the Land Act.

Completion Date means a 31st August 2025, subject to the satisfaction of all condition precedents, or such other time as may be agreed by Parties.

Completion means when all conditions precedent in respect to the transfer of the Assets have been fulfilled, including but not limited to the transfer of the Property to the Purchaser, satisfaction of all financial obligations, and execution of all necessary legal documents.

Consideration has the meaning given in clause 3.1 of this Agreement.

Encumbrance means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust, arrangement or other encumbrance, security, agreement or arrangement of any kind or any right conferring a priority of payment.

Escrow Agreement means the escrow agreement on or about the date of this Agreement and entered into and among the Bank, Purchaser and the Seller and the Bank.

FCC means the Fair Competition Commission of Tanzania.

Governmental Authority means (a) any national, state, city, town, village, municipal or local government, or any political subdivision thereof, (b) any agency, authority, instrumentality, regulatory body, court, central bank, department, commission, board, or bureau, whether civilian or military, or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government

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(including any supra-national bodies), or (c) a government-owned, government-run or government-controlled association, organization, business, or enterprise.

Land Act means Land Act, Cap. 113 (Revised Edition, 2019) as may be amended from time to time.

Letter of Undertaking means an undertaking in such form and substance satisfactory to the Purchaser in its sole discretion, issued by the Bank undertaking to discharge the Permitted Encumbrances and release of the Certificate of Occupancy to the Purchaser.

Long Stop Date means 31st December 2025 or such later date as may be agreed in writing by the Purchaser and the Seller.

Mortgage means the mortgage over the Property created by the Seller in favor of the Bank dated 10th April 2019 and registered with BRELA and with the Registrar of Titles under Folio Number 202166 to secure an unspecified amount.

Notice means any notice issued under this Agreement.

Permitted Encumbrance means the Mortgage registered in favour of the Bank.

Purchaser's Advocates means the law firm of Dentons EALC East African Law Chambers whose registered office is situated at House No. 18, Rukwa Street, Masaki, P.O. Box 38912, Dar es Salaam.

Signature Date means the last date upon which this Agreement has been duly executed and signed by each of the parties.

Tanzania means the United Republic of Tanzania.

Tax Authority means any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official competent to impose, administer, levy, assess or collect Tax in Tanzania.

Taxation or Tax or Taxes means all forms of taxation and social security contributions and all statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, levies and withholdings of any nature whatsoever, in each case imposed anywhere in the world, whenever imposed and whether chargeable directly or primarily or solely against or attributable directly or primarily or solely to the Seller or any other person, together with all penalties, charges and interest relating to any of the foregoing.

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Transaction means the arrangements contemplated by this agreement and the other documents between the Parties.

TZS means the lawful currency of Tanzania.

USD or US\$ means the lawful currency of the United States of America.

- 1.2 References to numbered Clauses and Schedules are references to the relevant Clause or Schedule in this Agreement, unless the context otherwise requires.
- 1.3 References in any Schedule to numbered paragraphs are references to the relevant paragraph in that Schedule, unless the context otherwise requires.
- 1.4 References to any provisions of this Agreement or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as may be amended, varied, supplemented, substituted or changed in any other way from time to time.
- 1.5 References to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Agreement) and are to include any orders, regulations, instruments or other subordinate legislation made under or deriving validity from that statutory provision.
- 1.6 The Clause, Schedule and paragraph headings in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of the Clause, Schedule or paragraph to which they refer.
- 1.7 Words importing the singular meaning include, where the context so admits, the plural meaning, and vice versa.
- 1.8 Words of one gender include both other genders, and words denoting natural persons include corporations and firms.
- 1.9 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done, and words placing a party under a restriction include an obligation not to permit infringement of the restriction.

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- 1.10 Where the Purchaser comprises two or more parties, the obligations of the Purchaser are in relation to each such party joint and several.
- 1.11 The obligations of the Seller are in relation to each party joint and several.
- 1.12 References to 'liability' include where the context so allows, claims, demands, proceedings, damages, costs and expenses.


2.0 AGREEMENT FOR SALE AND PURCHASE OF THE ASSETS

2.1 Purchase and Sale

- 2.1.1 The Seller as legal and beneficial owner hereby agrees to sell to the Purchaser with full title guarantee and free from any Encumbrances, and with all rights attached or accruing to them on and after the date of this Agreement, save for the Permitted Encumbrance, and the Purchaser hereby agrees to purchase the Assets subject to the terms and conditions of this Agreement.
- 2.1.2 The Parties hereby acknowledge and agree that the sale and purchase of the Assets is subject to the release of the Permitted Encumbrance and free from any other Encumbrances.
- 2.1.3 This Agreement is subject to the Seller procuring a written undertaking issued by the Bank to the Purchaser in such form and substance satisfactory to the Purchaser, confirming the release of the Certificate of Occupancy and ancillary discharge and transfer documents to the Purchaser's Advocates for purposes of processing the transfer of the Assets to the Purchaser.

2.2 Purchase Consideration

- 2.2.1 The consideration payable by the Purchaser to the Seller for the purchase of the Assets shall be Tanzania Shillings twelve billion four hundred fifty-five (TZS 12,455,000,000) ("**Consideration**") being the equivalent of United States Dollars four million seven hundred thousand (USD 4,700,000), calculated using the exchange rate of 1 USD = TZS 2650 which shall be paid pursuant to the terms and conditions provided under clauses 2.3, 2.4 and 2.5 below.

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2.2.2 The purchase Consideration is exclusive of any value added tax (VAT), if applicable.

2.3 Payment of the Consideration

2.3.1 It is hereby agreed that within fourteen (14) Business Days from the Signature Date, the Purchaser shall deposit an amount of Tanzania Shillings twelve billion four hundred fifty-five (TZS 12,455,000,000) being the full amount of the Consideration into an escrow bank account held with the Bank ("**Escrow Account**"), and provide the Seller with confirmation of the deposit of the payment into the Escrow Account subject to the terms of the Escrow Agreement.

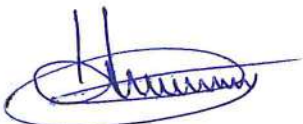
2.3.2 It is hereby agreed that on or before the Signature Date, the Seller shall provide the Purchaser with the Letter of Undertaking issued by the Bank to the Purchaser, undertaking the release of the Certificate of Occupancy and discharge of the Permitted Encumbrance immediately upon the Purchaser's deposit of the Consideration in the Escrow Account.

2.3.3 Within five (5) Business Days from the date of deposit of the Consideration by the Purchaser into the Escrow Account, the Seller shall procure the immediate release of the Certificate of Occupancy by the Bank to the Purchaser's Advocates and such other documents as may be necessary to allow the discharge of the Permitted Encumbrances to allow the Purchaser to undertake the transfer of the Assets to its name.

2.3.4 For avoidance of doubt it is hereby recorded and mutually agreed between the Parties that the payment of the Consideration by the Purchaser as specified under clause 2.2.1 above is subject to and conditional upon the receipt of the Letter of Undertaking by the Purchaser prior to and not later than the Signature Date. The Purchaser shall be under no obligation to pay the Consideration into the Escrow Account as specified under Clause 2.2.1 above if the Letter of Undertaking is not received by it on or before the Signature Date.

2.3.5 In the event that Completion is not achieved or waived by the Purchaser pursuant to the terms of this Agreement, the Seller shall be under obligation to ensure that the full amount of the Consideration is refunded to the Purchaser promptly and in full and without any deductions, set-off, counter-claims or other withholding.

2.4 Transfer Costs and Taxes

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2.5.1 Upon Completion the Purchaser shall authorize the Bank to release of the available balance in the Escrow Account to the Seller subject to deduction of any liabilities payable to the Bank by the Seller ("**Loan Settlement Amount**").

2.6 **Restriction on Transfer**

The Seller shall not sell or cause the disposition in any transaction which will result in a change in the beneficial or legal ownership of Plot No. 5 and the Sub-divided Property thereof, including without limitation to a voluntary or involuntary sale, assignment, transfer, pledge, hypothecation, encumbrance, disposal, loan, gift, attachment or levy (a "**Transfer**"), except as provided in this Agreement, and any such Transfer of Plot No. 5 of the Sub-divided Property in contravention of this Agreement shall be void and ineffective for any purpose or confer on any transferee or purported transferee any rights whatsoever.

3.0 **POSSESSION OF THE ASSETS**

3.1 The Seller shall grant vacant possession of the Assets to the Purchaser on Completion Date or on such date as may be mutually agreed upon by the Parties in writing.

3.2 Further to clause 3.1 above and pending the completion of the transfer of the Subdivided Property, the Purchaser shall have the right, subject to the Parties mutually entering into an agreement, to occupy and use the premises of the Subdivided Property.

3.3 The Seller shall at its own expenses, maintain in full force and effect comprehensive insurance cover over the Assets, and such property damage cover in respect of the Assets, including risk of damage to or destruction of the Assets from the date of this Agreement to the Completion Date.

3.4 The Seller shall confirm in writing to the Purchaser as and when renewals or new policies have been effected and provide details of any material changes to, or in relation to, the insurances arising in connection with any such renewal or new policies pending Completion.

4.0 **CONSENT OF THE COMMISSIONER FOR LANDS**



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4.1 The transfer of the Property envisaged under this Agreement and any other terms and conditions contained under this Agreement are subject to and conditional upon the grant of the Commissioner's approval for disposition of land and is subject to the Commissioner's consent being obtained.

4.2 Unless otherwise stated in this Agreement, the Purchaser shall make reasonable effort to obtain all necessary approvals and subject to clause 2.4 above, shall bear the costs of applying for such approvals.

4.3 The Seller shall promptly notify the Purchaser once the Commissioner's approval is obtained. In assuring that the Commissioner's approval is granted, each of the Parties undertakes and covenants that it will:

4.3.1 promptly supply such information, documentation and references as may reasonably be required of it, and as may otherwise be required under the Land Act, or under the terms and conditions of the transfer of the Certificate of Occupancy; and

4.3.2 if so required by the Commissioner, observe and perform the covenants of the occupier and fulfill all the conditions contained in the Certificate of Occupancy, or such other conditions as may be directed by the Commissioner.

5.0 COMPLETION CONDITIONS AND ARRANGEMENTS

5.1 Completion is subject to and conditional on the satisfaction or waiver, by the Completion Date, of the following conditions:

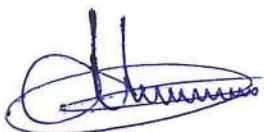
5.1.1 the Seller having obtained the necessary corporate approvals authorizing it to enter into this Agreement and take all such other actions required under this Agreement;

5.1.2 the delivery by the Seller to the Purchaser of the original Certificate of Occupancy and duly executed and registered discharge forms confirming the discharge of all Encumbrances including the Permitted Encumbrance;

5.1.3 the Seller obtaining the required relevant approval from the Tax Authority, and any other applicable Governmental Authority on terms and conditions acceptable by both parties

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- 5.1.4 to the extent required, relevant regulatory approvals and competition clearances for the Transaction being received.
- 5.1.5 receipt by the Parties of the relevant tax clearances for the Transaction being received from the Tax Authority with respect to stamp duty and capital gains tax;
- 5.1.6 the Purchaser having completed and being satisfied with the results of its due diligence investigation in respect of the Assets. For purposes of this Clause 5.1.6, it is hereby agreed that the Parties shall conduct a joint inspection of the Assets and prepare a report to be signed by both Parties confirming the condition of the Assets immediately upon execution of this Agreement and immediately prior to Completion, it being agreed that the plant, machinery and equipment shall be in good working order and condition as indicated in Schedule B to this Agreement ; and
- 5.1.7 the Seller having obtained evidence, in form and substance satisfactory to the Purchaser and their advocates, of written consent and/or memorandum of satisfaction of a charge from CRDB Bank Plc ("CRBD") and National Bank of Commerce (Tanzania) Limited ("NBC"), and taken all actions and done all things necessary to the Purchaser's satisfaction to cause any existing Encumbrance of any kind or nature whatsoever that in any way affects the Assets is fully discharged and/or terminated.
- 5.2 Unless this Agreement is terminated in accordance with its terms, Completion shall take place before 5 p.m. within five (5) Business Day following receipt by the Purchaser of right of occupancy and approval of the Transaction by the FCC. Completion shall take place on the Completion Date at the Purchaser's Advocates office or such other place or at such other time and place as the Parties may agree.
- 5.3 At Completion, the Seller shall confirm that the Purchaser holds the following documents:
- 5.3.1 the right of occupancy duly registered in the name of the Purchaser;
- 5.3.2 approval of the Transaction by the Fair Competition Commission;
- 5.3.3 a copy of the capital gains tax clearance certificate issued by the Tax Authority with respect to the transfer of the Assets to the Purchaser;
- 5.3.4 a copy of the consent of the Commissioner for the transfer of the Property to the Purchaser;
- 5.3.5 all drawings pertaining to the plumbing, drainage and electrical system of the Property;

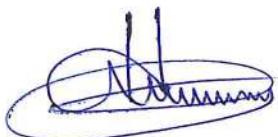


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- 5.3.6 all building permits pertaining to the developments within the Property;
 - 5.3.7 original documents in respect to the purchase, importation and ownership of all the movable Assets;
 - 5.3.8 confirmation of payment of the land rent, property tax, utility bills and any other charges relating to the Assets as at the Completion Date;
 - 5.3.9 all supplier contacts, warranties, maintenance logs, manuals, and operating instructions relating to the movable Assets, together with any existing insurance policies;
 - 5.3.10 proof of all necessary environmental, regulatory, and other statutory permits, licenses, or consents obtained in relation to the Assets;
 - 5.3.11 all other documents relating to the Assets which are in the possession of the Seller.
- 5.4 In the event that all the Completion conditions shall not have been fulfilled or waived by the Long Stop Date this Agreement shall terminate and cease to have force or effect as of the Long Stop Date and no Party shall have any right or claim, whether arising in contract (including under this Agreement) or in tort, against the other for breach of this Agreement or otherwise arising out of this Agreement or the Transaction. Notwithstanding the foregoing, if the non-fulfillment of any condition is due to the breach of a Party, the nonbreaching Party shall be entitled to exercise its termination rights under this Agreement.

6 POSTPONEMENT OF COMPLETION DATE

- 6.1 If the Commissioner's consent has not been obtained by the Completion Date, the time for completion is to be postponed until such other date as may be agreed between the Parties. Where the Bank gives notice to the Parties that the Commissioner's consent has been obtained, the postponed date is to be treated as the Completion Date instead.
- 6.2 The above notwithstanding where the Commissioner's consent has not been obtained by the Long Stop Date, the Purchaser may, without prejudice to any other rights or remedies it has:
- 6.2.1 defer Completion to a Business Day that is no more than sixty (60) days after the Long Stop Date and that deferred date shall be treated as the Long Stop Date; or

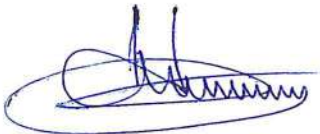


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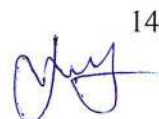

- 6.2.2 terminate this Agreement by giving notice in writing to the Seller, unless the Commissioner's consent is obtained prior to delivery of the termination notice; or
- 6.2.3 In case of termination of this Agreement under the terms of clause 6.2.2 above, neither the Seller nor the Purchaser is to be treated as in breach of contract unless the failure to obtain the Commissioner's consent is due to failure by the Seller to perform any required action to give effect to such consent.

7 FAILURE TO OBTAIN THE COMMISSIONER'S CONSENT

- 7.1 If the Commissioner's approval has not been obtained by the Completion Date or such other date as may be agreed between the Parties, either party may then, or at any time after, rescind this Agreement by notice to the other, unless the Commissioner's consent or a declaration is obtained in the meantime.
- 7.2 A party, otherwise entitled to rescind this Agreement for inability to obtain the Commissioner's consent, may not exercise the right if it has not performed its obligations required in connection with obtaining the Commissioner's approval, unless and until its own breach of obligation has ceased for a reasonable time to be a cause of the withholding of the Commissioner's consent.
- 7.3 Without prejudice to Clause 7.2, the Seller shall not be entitled to rescind the Agreement unless it has demonstrated, to the reasonable satisfaction of the Purchaser, that it has taken all necessary steps with due diligence and in good faith to obtain the Commissioner's consent, and that such consent or title has been delayed or denied through no fault or omission on the part of the Seller.
- 7.4 In case of rescission under the terms of this clause neither the Seller nor the Purchaser is to be treated as in breach of contract, and the Parties shall revert to their original position that existed prior to entering into this Agreement. For avoidance of doubt, any amount deposited into the Escrow Account by the Purchaser shall stand to the credit of the Purchaser until Completion occurs. It is hereby agreed that if this Agreement is rescinded under the provisions of clause 7.1 above, the amount deposited in the Escrow Account and any part of the Consideration deducted from the Escrow Account by the Bank on account of the CGT Amount or any other payment, charges, levy of whatever nature shall be immediately, and in any event not later than three (3) Business Days from the date of the rescission of this Agreement shall be returned to the Purchaser without any deductions or other further repercussions.



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8 AMENDMENT AND WAIVER

- 8.1 This Agreement shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Parties.
- 8.2 No indulgence, extension of time, relaxation, latitude, failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

9 PARTIES' REPRESENTATIONS AND WARRANTIES

9.1 Seller's Representations and Warranties

The Seller doth hereby covenants with the Purchaser that:

- 9.1.1 it is a company with limited liability duly incorporated under the laws of Tanzania and has power to carry on its business as presently conducted;
- 9.1.2 it has the power to enter into and perform its obligations under this Agreement and all required ancillary documents including the transfer deed required to complete the Transaction herein;
- 9.1.3 it shall at its own cost and prior to entering into this Agreement , obtain and deliver to the Purchaser written consents, releases, or no-objection letter or memorandum of satisfaction of a charge, as may be applicable, from CRDB and NBC and any other person or institution holding a charge, lien, or encumbrance over any of the Assets confirming that they consent to the sale of the Assets to the Purchaser and that they will release their respective interests over such Assets upon receipt of the agreed consideration or otherwise on Completion;
- 9.1.4 subject to the discharge of the Permitted Encumbrance, the Assets shall be transferred to the Purchaser free of charge, and free from any liens, encumbrances, or claims. In the event that any encumbrances are discovered after Completion, the Seller shall indemnify

the Purchaser for all related costs, expenses, and damages incurred as a result of such encumbrances.

- 9.1.5 no development by the Seller at the Property has been carried out in breach of applicable planning laws and regulation;
- 9.1.6 so far as the Seller is aware, there are no proposals for the compulsory acquisition of the whole or any part of any of the Property or affecting any access to or egress from any of them
- 9.1.7 that all movable Assets are in good working order and condition of maintenance. In the event that any defects in the movable Assets are discovered upon Completion, the Consideration shall be adjusted accordingly to reflect the value of such defects.
- 9.1.8 shall provide the Purchaser with all necessary post-Completion documentation including but not limited to evidence satisfactory to the Purchaser of payment of all utility bills, rents, outgoings and permits and all operational manuals in relation to the Assets;
- 9.1.9 shall provide the Purchaser with post Completion support including but not limited to support with the operation of the plant, machinery and equipment and training of the Purchaser's staff members to operate the plant, machinery and equipment for a period of ninety (90) days following Completion.
- 9.1.10 it has duly observed and performed the covenants and conditions contained in the Certificate of Occupancy relating to development, state and condition of the Property;
- 9.1.11 save for the governmental approvals, it is not entitled to receive any consent from any person whatsoever and if any such consent will be required, the Seller shall use all their reasonable endeavors to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the Assets.
- 9.1.12 there is not and has not been any governmental or other investigation, inquiry or disciplinary proceeding concerning the Seller and none is threatened or pending. The Seller warrants that it is not aware of any event or circumstance likely to give rise to any such investigation, inquiry or proceeding.
- 9.1.13 all the fixtures, plant, machinery, equipment owned or used by the Seller within the Assets:
 - (a) are in good repair and working order save for fair wear and tear;

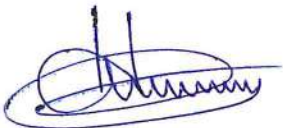
- (b) have been regularly and properly maintained (by appropriate specialist contractors) in accordance with appropriate technical specifications, health and safety regulations and the terms and conditions of any applicable agreement, and so as to preserve any manufacturer's warranty;
- (c) comply with all relevant health and safety regulations and codes of practice; and
- (d) are not dangerous, obsolete or in need of renewal or replacement or any major repair or expense is not deferred which can accrue within three (6) months after Completion.

9.1.14 to the best of its knowledge, information, and belief, having made reasonable inquiries:

- (a) its directors, officers, and employees have at all times complied with all applicable Environmental Laws, and no notice of non-compliance has been issued or threatened against the Seller within the last three (3) years;
- (b) there are no facts or circumstances that may give rise to any breach of or liability under any Environmental Law or any Environmental Proceeding now or in the future, and the Seller has not received any notice of, and is not otherwise aware of, any actual or threatened Environmental Proceeding relating to its activities;
- (c) All Environmental Permits required for the Seller's operations have been duly obtained, are current and in full force and effect, and the Seller is in compliance with all such Environmental Permits;
- (d) there are no facts or circumstances that may result in the revocation, suspension, variation, non-renewal, or inability to transfer any Environmental Permit, nor are there any unsatisfied conditions requiring improvement, upgrading, replacement, or alteration of buildings, plant, or equipment; and
- (e) no material expenditure is currently required or anticipated to ensure compliance with Environmental Laws or Environmental Permits.

9.1.15 that the Assets are duly licensed, and that:

- (a) the Seller has obtained all licences, consents, permissions, and authorisations required in respect of the Assets in its name, and are not subject to onerous conditions;



- (b) no act, event, or omission has occurred or is alleged which may result in the suspension, cancellation, revocation, or non-renewal of any such licence, consent, permission, or authorisation, and there are no events or circumstances (including the execution or performance of this Agreement) likely to lead to the same; and
- (c) the Seller has at all times complied in all material respects with, and has not breached the terms of, any material licence.

9.1.16 has complied in all material respects with all applicable Tax laws in Tanzania, including the timely filing of all tax returns and the full payment of all taxes due. All Tax filings made by Seller are, to the best of the Seller's knowledge and belief after due and careful inquiry, true, complete, and accurate in all material respects and made on a proper basis. Further the Seller covenants that it is not and has not been involved in any dispute, audit, investigation, or enquiry by any Tax Authority, nor has it received any notice or indication of any pending or threatened proceedings.

9.1.17 this Agreement constitutes a legal, valid and binding obligation of the Parties and is enforceable against each party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights or remedies generally;

9.1.18 the entry into and performance of this Agreement and the Transactions contemplated herein, do not conflict with any law or regulation or any official or judicial order governing the Seller or to which the Seller is subject;

9.1.19 the entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the Seller or require any consent under any agreement or other instrument to which the Seller is a party or by which it is bound or any judgment, decree or order of any statute, rule or regulation applicable to the Seller. The transactions provided for in any other material contracts to which the Seller is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;

9.1.20 no litigation or arbitration proceeding or claim, including any environmental litigation or claims, which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect their ability to observe or perform their material obligations under this Agreement and the Transaction contemplated thereby,



is presently in progress or, to the best of their knowledge and belief after making reasonable enquiries, is pending or threatened against the Purchaser and/or the Assets;

9.1.21 the Purchaser purchases the Property subject to all terms of use applicable, and as stipulated in the Certificate of Occupancy;

9.1.22 all the information that has been made available to the Purchaser or its representatives by the Seller or any of its representatives in connection with the Transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact;

9.1.23 all the Assets of the Company that are capable of being insured are insured to their full replacement value against fire and other risks normally insured against by companies carrying on the same classes of business or owning Assets of a similar nature;

9.1.24 the Seller has at all material times been and is at the date of this Agreement and as at the Completion Date, adequately insured the Assets against accident, physical loss or damage, third party liability (including product liability), environmental liability (to the extent that insurance is reasonably available), and other risks (including loss of profit and business interruption) normally insured against by companies in similar businesses.;

9.1.25 the Seller shall ensure sub-division of Plot No. 5 and the transfer of the Sub-divided Property to the Purchaser;

9.2 Each representation and warranty in sub-clause 9.1 above shall be a separate representation and warranty and shall be deemed to be material and to have induced the Purchaser to enter into this Agreement. The Seller acknowledges that the Purchaser has entered into this Agreement relying on these representations.

9.3 Purchaser's Representations and Warranties

The Purchaser does hereby covenant with the Seller that:

9.3.1 it is a company with limited liability duly incorporated under the laws of Tanzania and has power to own its property and assets, to carry on its business as presently conducted;

9.3.2 it has all necessary power and authority to execute and deliver this Agreement and all ancillary documents including the deed of transfer required to complete the Transaction,

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and that the execution and completion of this Agreement will not result in any breach of any agreement to which the Purchaser is a party;

9.3.3 this Agreement constitutes a legal, valid and binding obligation of the Parties and is enforceable against each party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights or remedies generally;

9.3.4 the entry into and performance of this Agreement and the Transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order governing the Purchaser or to which the Purchaser is subject; or with the constitutional documents of the Purchaser;

9.3.5 the entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the Purchaser or require any consent under any agreement or other instrument to which the Purchaser is a party or by which it is bound or any judgment, decree or order of any statute, rule or regulation applicable to the Purchaser. The transactions provided for in any other material contracts to which the Purchaser is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;

9.3.6 no litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect its ability to observe or perform its material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of its knowledge and belief after making reasonable enquiries, is pending or threatened against it;

9.3.7 the Purchaser purchases the Property subject to all terms of use applicable, and as stipulated in the Certificate of Occupancy; and

9.3.8 the Purchaser shall not assume any liabilities of the Seller, including any liabilities related to the Assets that occurred prior to Completion, employee-related claims, obligations arising from the Seller's operations, or any taxes, fines, or penalties incurred during the period before Completion;

9.4 The Purchaser confirms and acknowledges to the Seller that:



9.4.1 any condition or warranty whatsoever as to the condition of the Property or its fitness for any purpose whatsoever is hereby excluded; and

9.4.2 the entry into this Agreement is conditional on the Seller undertaking the sub-division of Plot No. 5 and entering into an agreement for the sale and transfer of the Sub-divided Property to the Purchaser.

9.5 Survival of Warranties

The representations and warranties contained in this Agreement will survive the execution and delivery of this Agreement and shall continue in full force and effect until the date which is twenty-four (24) months from the Completion Date.

10 NO ASSIGNMENT OF THIS AGREEMENT

This Agreement is personal to the Parties and the Parties are not obliged to assign, convey or transfer the whole or any part of the Agreement to anyone other than the Parties hereto, without the prior written consent of all the Parties hereto.

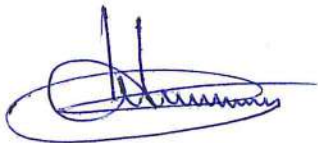
11 MISREPRESENTATIONS

Save for the representations and warranties given under clause 9 hereinabove, the Parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf have induced the Parties to enter into this Agreement.

12 INDEMNITIES

12.1 None of the Seller's covenants set out in this Agreement is subject to any qualification or limitation whatsoever and the Seller hereby agrees to indemnify and keep the Purchaser indemnified against any loss suffered by the Purchaser following breach of any such covenant.

12.2 Furthermore, the Seller irrevocably undertake to indemnify and keep the Purchaser indemnified in respect of all claims, demands, proceedings, liabilities, losses, costs and expenses, howsoever arising directly or indirectly relating to:



- 12.2.1 the absence or insufficiency of any license, permit, consent or authorization necessary for Assets to conduct business;
- 12.2.2 non-compliance with any applicable law; and
- 12.2.3 breach of any warranties given under this Agreement.

13 CONTINUATION OF THIS AGREEMENT AFTER COMPLETION

Completion does not discharge liability to perform any outstanding obligation under this Agreement.

14 TERMINATION

14.1 If between the time of this Agreement and Completion any matter or circumstance occurs which would render any of the covenants, warranty or representations by a Party to be untrue, inaccurate or misleading, the non-defaulting Party may terminate this Agreement by giving written notice to the other Party.

14.2 In the event that either party (the "Defaulting Party") fails to discharge its obligations in any manner contemplated under this Agreement such failure shall constitute a material breach of this Agreement, and the non-defaulting Party may serve a written notice of default specifying the breach and requiring remedy and if the Defaulting Party fails to cure such breach within seven (7) Business Days after receipt of that notice, then the non-defaulting Party shall be entitled at its sole discretion and without any further recourse by the breaching party, terminate this Agreement.

14.3 Upon termination of this Agreement, the Seller shall immediately and in any event within seven (7) Business Days procure a full refund of all monies paid or held in the Escrow Account and any escrow account pursuant to this Agreement to the Purchaser, and the Purchaser shall be released from any further obligations. Termination shall be without prejudice to any rights or remedies accrued to the Purchaser prior to termination in respect of claims or liabilities which arose before or gave rise to termination, and those provisions of this Agreement expressed to survive termination of this Agreement.

15 DEFAULT AND PENALTIES

15.1 If the Defaulting Party under clause 14.2 fails to remedy its default within the seven (7) Business Day of its obligations under this Agreement, then, without limiting the terminating Party's right to terminate this Agreement under clause 14.2, the Defaulting Party shall pay to

the non-defaulting Party, a penalty of Tanzanian Shillings two hundred and fifty million (TZS 250,000,000) within seven (7) Business Days of the expiry of the remedy period.

15.2 Payment of the penalty under clause 15.1 is without prejudice to any other rights or remedies the non-defaulting Party may have under this Agreement or at law, including the right to terminate under clause 14.

16 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

16.1 The validity, construction and performance of this Agreement shall be governed by the laws of Tanzania.

16.2 All disputes, claims or proceedings between the Parties relating to the validity, construction or performance of this Agreement shall be subject to a court of competent jurisdiction in Tanzania.


16.3 Prior to the institution of a suit to the court as above provided, the Parties shall seek to resolve in the first instance any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, amicably. If any such dispute, controversy or claim ("Dispute") between the Parties is not resolved within thirty (30) days of such notice by the aggrieved party, such party may institute proceedings in a court of competent jurisdiction in Tanzania.

17 FORCE MAJEURE

17.1 Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, terrorist activity preventing any of the Parties from or hindering any of the Parties' ability to fulfill the obligations hereunder undertaken to be provided.

17.2 If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one of the reasons explained under clause 17.1 above, that party shall give written notice to the other of the inability, which sets out full details of the reason in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reasons continue. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than ninety (90) days and substantially affects the commercial intention



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of this Agreement, the party not claiming relief under this clause 17.2 shall have the right to rescind this Agreement, upon giving a written notice of such rescission to the other party and the provision for failure to obtain the Commissioner's approval shall apply *mutatis mutandis*.

18 ILLEGALITY

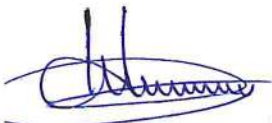
If any provision or term of this Agreement or any part thereof shall become or be declared illegal, inoperative, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of the Commissioner or any court or other Governmental Authority having jurisdiction over the Parties or this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement in the jurisdiction in question provided always that, if any such deletion substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

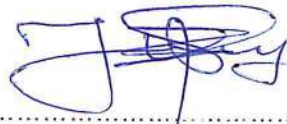
19 NOTICES

19.1 Any notice or notification required to be given under this Agreement must be in writing. All notices to be sent by any party to the other shall be sent by post, registered mail, electronic mail (e-mail) or delivered by hand to the other party. Any notice given by post shall be deemed to have been served seven (7) days after posting. Any notice given by e-mail shall be deemed to have been delivered if sent to the correct address on the same day that it is sent. In proving such services, it shall be sufficient to prove that the letter, e-mail (as the case may be) containing the notice was properly addressed and posted or (as the case may be) transmitted. Any notice given by hand shall be deemed to have been served at the time of delivery and shall be delivered to the following addresses:

In the case of the Seller:

Mr. Erick Shoo
Fresho Group of Companies
Limited
P.O.Box 342 Bagamoyo
Email Address eshoo@fresho group.co.tz;
Mobil: +255 653345670




Signature: 
Name: ERICK FREDDY SHOO
Address: P.O. BOX 342 - BAGAMOYO
Designation: Director /Company Secretary




SEALED with the COMMON SEAL of the said)
KAPA MANUFACTURING TZ LIMITED)
and DELIVERED on this)
.....day of2025)

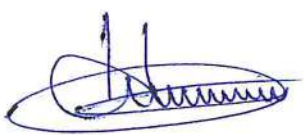
SEAL

Signature: 
Name: AMIRUDDIN SHAIT
Address: 8540, Moshi, Tanzania

Designation: Director

Signature: 
Name: Hilary V. Laswai
Address: 8540, Moshi, Tanzania

Designation: Director/Company Secretary



SCHEDULE A

THE PROPERTY

1. Property registered under Certificate of Occupancy Number 92354, Plot No. 6, Block J, Kitopeni Area Bagamoyo Urban Area, Coastal Region.

MOVABLE ASSETS

A. EQUIPMENT SCHEDULE

S/N	Equipment No.	Equipment Description	Construction Material	Capacity	Picture Tag No.	Comments (E.g. Safety critical instrument)
1.	R-126.02	Saponification Reactor		6T/hr	IMG_101 4	
2.	P-126.20	Saponification Reactor Pump		180 m ³ /hr	IMG_100 6	
3.	D-124.03	Kettle Tank		20 Tons	IMG_100 4	
4.	P-124.03	Kettle Transfer Pump to Reactor		200L/min	IMG_100 1	
5.	P-206.01	Vacuum Pump		860 m ³ /hr	IMG_099 8	
6.	P-201.01	Turbomixer Pump			IMG_103 1	
7.		Additive (Titanium Dioxide) Mixing Tank				Not in use
8.	DS-129.01	Additive (Titanium Dioxide) Dosing Tank			IMG_102 3	
9.	P-249.01	ICS Chiller Pump	Mild Steel	75 m ³ /hr	IMG_099 6	

S/N	Equipment No.	Equipment Description	Construction Material	Capacity	Picture Tag No.	Comments (E.g. Safety critical instrument)
10.	E-206.03	ICS Heat Exchanger		756KW	IMG_102 8	
11.	PX-249.01	ICS Water Chiller			IMG_099 4	
12.	PS-125.01	Slurry Dosing Tank			IMG_102 0	
13.	P-125.01	Slurry Dosing Pump	Cast Iron	1300L/hr	IMG_102 2	
14.	PL-204.01	Duplex Vacuum Plodder	SS304	6T/hr	IMG_103 5 / IMG_103 6	
15.	P-209.01B	Perfume Dosing Pump		164L/hr	IMG_103 7	
16.	P-209.01A	Colour Dosing Pump		164L/hr	IMG_103 8	
17.	PX-211.01	Electronic Cutter	SS304		IMG_103 9	
18.		Conveyor Belt	PP		IMG_104 0	
19.	PX-262.01	MLB 500 Flowpack	SS304		IMG_104 1	
20.	286-4915	Generator		453KW @ 1500rpm	IMG_097 3	Not serviced since acquisition
21.	Andromatic 803	RO Unit		4T/hr Input	IMG_097 5	2T/hr Concentrate water disposed in drainage
22.	EA-208.01	Cooling Tower			IMG_099 3	

S/N	Equipment No.	Equipment Description	Construction Material	Capacity	Picture Tag No.	Comments (E.g. Safety critical instrument)
23.	P-208.02	Cooling Tower Pump	Cast Iron	120 m ³ /hr	IMG_099 2	
24.	PZX-C42UA01	Comblock Boiler	Mild Steel	4T/hr	IMG_098 8 / IMG_098 9	10barg Steam produced. Uses woodlogs, coal & briquettes
25.	E200	Transformer		500KVa	IMG_096 6	33KV power input
26.	P-121.01A	FAT offloading Pump	Mild Steel	25 m ³ /hr	IMG_097 9	Same pump used for transferring PFAD and Stearine to Blend Oil Tank
27.	P-130.02	Silicate Offloading Pump	Mild Steel	25 m ³ /hr	IMG_097 8	
28.	D-121.03	Brine Digester	SS304	3200 litre / Batch	IMG_098 1	
29.		Caustic Digester	SS304	10T/Batch (Liquid)	IMG_098 0	
30.		Brine Transfer Pump	SS316	12 m ³ /hr	IMG_098 2 / IMG_098 3	
31.		PFAD Transfer Pump				Same pump as fat offloading
32.		Stearine Transfer Pump				Same pump as fat offloading

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S/N	Equipment No.	Equipment Description	Construction Material	Capacity	Picture Tag No.	Comments (E.g. Safety critical instrument)
33.	P-126.01B	CPKO Dosing Pump	SS316	3 m ³ /hr	IMG_105 7	
34.		Silicate Transfer Pump		10 m ³ /hr	IMG_104 2	
35.	P-126.02	Caustic Dosing Pump		1.2 m ³ /hr	IMG_104 4	
36.	P-126.01A	Blend Oil Dosing Pump		6 m ³ /hr	IMG_105 5	
37.		Blend Oil Dosing Tank		45 Tons	IMG_100 9	
38.		Silicate Bulk Tank		520 Tons	IMG_101 1	
39.	D-121.06A	Caustic Bulk Tank A		15 Tons	IMG_100 7	
40.	D-121.06B	Caustic Bulk Tank B		15 Tons	IMG_100 8	
41.		PFAD Bulk Tank		710 Tons	IMG_101 3	
42.		Stearine Bulk Tank		310 Tons	IMG_101 2	
43.		CPKO Bulk Tank		45 Tons	IMG_101 0	
44.		Power Room				New panel required - undersized
45.	QE-126.01	Control Room		169KW & 320A		
46.		Changeover Switch			IMG_096 9	Manual switch
47.		Main circuit Breaker		2500A	IMG_097 0	
48.		Borehole Switch			IMG_097 2	

S/N	Equipment No.	Equipment Description	Construction Material	Capacity	Picture Tag No.	Comments (E.g. Safety critical instrument)
49.		Brine Circulation Pump	SS304	8 m ³ /hr		
50.	D-120.05	Condensate Tank			IMG_098 4	
51.	P-120.05	Condensate Transfer Pump	SS304	4 m ³ /hr		
52.		Permeate Water Tank	MS	140MT	IMG_098 7	
53.		Permeate Water Pump	SS304	25 m ³ /hr	IMG_098 6	bearing / mechanical seal to be checked
54.		Boiler Steam Header	MS Schedule 10		IMG_099 0	
55.		Chilled Water Tank		10.5MT	IMG_099 5	
56.	CO-128.01	Air Compressor		2960L/hr	IMG_099 7	
57.		Borehole 1			IMG_097 7	
58.	P-126.03	Water Dosing Pump			IMG_105 1	
59.	E-126.01	Fats Heat Exchanger		235KW	IMG_102 6	
60.	E-126.02	Caustic / Water Heat Exchanger		214KW	IMG_102 7	
61.	F-126.01A	Blend Oil Filter		2 x 4Ltr	IMG_105 6	

S/N	Equipment No.	Equipment Description	Construction Material	Capacity	Picture Tag No.	Comments (E.g. Safety critical instrument)
62.	F-126.01B	CPKO Filter		2 x 4Ltr	IMG_105 9	
63.	F-126.02	Caustic Filter		2 x 4Ltr	IMG_104 3	
64.	F-126.03	Water Filter		2 x 4Ltr	IMG_105 2	
65.	PS-104.01	EDTA Tank (Mixing)	SS304		IMG_101 7	
66.	P-104.02	EDTA Dosing Pump	MS	116SPM	IMG_101 5	
67.	F-104.01	EDTA Filter	SS304	2 x 4Ltr	IMG_101 6	
68.	F-129.01	Titanium Dioxide Filter	SS304	2 x 4Ltr	IMG_102 4	
69.	P-129.01	Titanium Dioxide Dosing Pump	Cast Iron	280L/hr	IMG_102 5	
70.	PS-125.01A	Slurry Preparator Tank	SS304		IMG_103 0	
71.	F-125.01	Slurry Filter	SS304	2 x 16L	IMG_102 1	
72.		Tank Farm Steam Header	MS Schedule 10		IMG_101 9	
73.		Process Steam Header	MS Schedule 10		IMG_101 8	
74.	D-120.07	Drain Water Tank				

S/N	Equipment No.	Equipment Description	Construction Material	Capacity	Picture Tag No.	Comments (E.g. Safety critical instrument)
75.	SM-201.01	Inline Static Mixer	MS		IMG_103 2	
76.	SD-204.01	Vacuum Spray dryer	MS	6T/hr	IMG_103 4	
77.	DC-205.01	Dust Cyclone	MS		IMG_103 3	
78.	C-206.02	Barometric Condenser	MS		IMG_102 9	
79.	P-206.02	ICS Water Circulation Pump	MS	130 m ³ /hr	IMG_099 9	
80.	PJ-206.04	Air Ejector				
81.	D-124.06	Lye Storage Tank			IMG_100 2	
82.	P-120.08	Lye Transfer Pump	MS	6 m ³ /hr	IMG_100 3	

B. MOTOR SCHEDULE

S/N	Tag no	Equipment Description	kW	Speed	Mounting	Starting method
1.	P126.2	Saponification Reactor Pump	4.5	1478	foot	VFD
2.	P124.03	Kettle Transfer Pump	5	1475	foot	VFD
3.	P206.01	Vacuum Pump	30	1770	foot	Soft starter
4.	R201.01	Turbomixer Pump			foot	VFD
5.	PS-104.01	Additive Mixing Tank	0.75	1440	flanged	
6.	P-104.01	Additive Dosing Tank	0.67	1400	flanged	
7.	P-249.01	ICS Chiller Pump	30	2965	foot	

S/N	Tag no	Equipment Description	kW	Speed	Mounting	Starting method
8.	PX-249.01	ICS Water Chiller	223			
9.	P-130.01	Silicate Dosing Pump	7.5	2950	foot	DOL
10.	DXVB350/54	Duplex Vacuum Plodder	160		foot	
11.	P-209.01B	Perfume Dosing Pump	0.75	1420	geared	VFD
12.	P-209.01A	Colour Dosing Pump	0.75	1420	geared	VFD
13.	PX211.01	Electronic Cutter	3.6		flanged	
14.		Conveyor Belt	0.31	1540	flanged	VFD
15.	PX-262.01	MLB 500 Flowpack	8		flanged	
16.		Generator	400			
17.	EA-208.01	Cooling Tower	7.5	705	flanged	DOL
18.	P208.02	Cooling Tower Pump	18.5	2955	foot	
19.		Cocomax Boiler	23			
20.		Transformer	500			
21.	PM7	FAT offloading Pump	5.5	2935	foot	DOL
22.		Silicate Offloading Pump	5.5	2935	foot	DOL
23.		Brine Transfer Pump				
24.		Caustic Transfer Pump				
25.		PFAD Transfer Pump				
26.		Stearine Transfer Pump				
27.		CPKO Transfer Pump				
28.		Silicate Dosing Pump				
29.		Caustic Dosing Pump				
30.		Blend Oil Dosing Pump				
31.	SD-204.01	Drier Atomizer	5.5	1450	flanged	DOL
32.	PL-204.01	Preliminary plodder	75	1485	foot	VFD
33.	PL-204.05	Final Plodder	75	1485	foot	VFD
34.	PL-204	Vacuum pump	0.9	1417	foot	DOL

S/N	Tag no	Equipment Description	kW	Speed	Mounting	Starting method
35.	PL205.01	Cyclone	5.5	1485		DOL
36.	PL-205.01A	Cyclone	0.18	1485		DOL
37.		Boiler ID Fan	15	2845	foot	star delta
38.		Boiler FD Fan	3.7	2845	foot	DOL
39.		Water pump 1	3	2880	vertical	DOL
40.		Water pump 2	3	2880	vertical	DOL
41.		Deashing	0.37	1415	geared	DOL
42.		Chemical dosing	30		foot	DOL
43.		RO Pressure pump	5.5	2900	vertical	DOL
44.		Permeate pump	0.75	2900	foot	DOL
45.		Chilled water pump	30	2955	foot	star delta

C. Instrument Schedule

S/N	Instrument Tag No.	Instrument Description	Instrument Type	Runnin g Conditio n	Picture Tag No.	Materials of Construction
1.	LAH 206.3	Barometric Condenser	Level switch	Ok		SS304
2.	LAL 206.3		Level switch	Ok		SS304
3.	LLAL 206.3		Level switch	Ok		SS304
4.	TI 206.3		Temperature Transmitter	Ok	VKAU97 51	SS304
5.	TI 206.2		Temperature Transmitter	Ok		SS304
6.	TI 126.9	Reactor	Temperature Indicator controller	Ok	PGLN03 99	SS304
7.	PIC 126.1		Pressure indicator	Ok	VNKB36 56	SS304
8.	PAH 126.6		Pressure indicator	Ok		SS304

S/N	Instrument Tag No.	Instrument Description	Instrument Type	Running Condition	Picture Tag No.	Materials of Construction
9.	PAL 126.20		Pressure indicator	Ok		SS304
10.	LAL 126.20		Level Switch	Ok		SS304
11.	PAL 201.1		Pressure indicator	Ok		SS304
12.	LAL 201.1		Level Switch	Ok		SS304
13.	PS 104.01		Pressure indicator	Ok		SS304
14.	LAH 104.1	EDTA Dosing Tank	Level Switch	Ok	MMYJ55 35	SS304
15.	LAL 104.1		Level Switch	Ok	MMYJ55 35	SS304
16.	PAH 104.2		Pressure Switch	Ok		SS304
17.	PIS 104.01		Pressure Transmitter	Ok	QBOH94 15	SS304
18.	FL 104.1		Flow switch	Ok	QBOH94 15	SS304
19.	LAL 129.1	Additive Dosing Tank	Level Switch	Ok	BFEB77 86	SS304
20.	LAH 129.1		Level Switch	Ok	TPEG19 36	SS304
21.	WL 125.1		Load cell	Ok		SS304
22.	WL 125.2		Load cell	Ok		SS304
23.	LAH 120.5	Condensate Tank	Level Switch	Ok		SS304
24.	LAL 120.5		Level Switch	Ok		SS304
25.	LAL 120.7		Level Switch	Ok		SS304
26.	LAH 120.7		Level Switch	Ok		SS304
27.	PAL 120.14		Level Switch	Ok		SS304
28.	PAL 120.12		Level Switch	Ok		SS304
29.	PAL 120.3		Level Switch	Ok		SS304

S/N	Instrument Tag No.	Instrument Description	Instrument Type	Running Condition	Picture Tag No.	Materials of Construction
30.	LAH 249.1	Chilled Water Tank	Level Switch	Ok		SS304
31.	LAL 249.1		Level Switch	Ok		SS304
32.	TI 249.1		PT100	Ok		SS304
33.	LAH 204.13	Dryer	Level Switch	Ok		SS304
34.	ZS 204.14		Limit Switch	Ok		SS304
35.	PIC 205.11		Pressure Transmitter	Ok		SS304
36.	ZS 204.29		Limit Switch	Ok		SS304
37.	LAH 204.29		Level Switch	Ok		SS304
38.	ZS 205.1		Limit Switch	Ok		SS304
39.	LAL 209.1A	Colour dosing	Level Switch	Ok		SS304
40.	FAL 209.1A		Flow switch	Ok		SS304
41.	FAL 209.2A		Flow switch	Ok		SS304
42.	LAL 209.1B	Perfume dosing	Level Switch	Ok		SS304
43.	FAL 209.1B		Flow switch	Ok		SS304
44.	FAL 209.2B		Flow switch	Ok		SS304

D. Actuated Valve Schedule

S/N	Instrument Tag No.	Instrument Description	Instrument Type	Running Condition	Picture Tag No.	Materials of Construction
1.	FV 126.1A	Stearine - Tankfarm	Control valve	Ok	WJOK537 3	SS304
2.	FV 126.1B	CPKO - Tankfarm	Control valve	Ok	JKSO770 4	SS304
3.	FV 126.2	Caustic - Tankfarm	Control valve	Ok	LRAB977 5	SS304

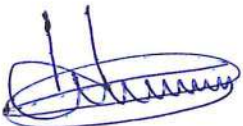
S/N	Instrument Tag No.	Instrument Description	Instrument Type	Running Condition	Picture Tag No.	Materials of Construction
4.	FV 126.3	Process Water Tankfarm	Control valve	Ok	MDVG6745	SS304
5.	AV 206.2	Barometric Condenser	Actuating valve	Ok		SS304
6.	AV 126.32	Reactor	Actuating valve	Ok	OINR2610	SS304
7.	AV 126.31		Actuating valve	Ok	MHTS4896	SS304
8.	AV 126.33		Actuating valve	Ok	GPEE9922	SS304
9.	AV 126.7		Actuating valve	Ok		SS304
10.	AV 126.90		Actuating valve	Ok	SELY4565	SS304
11.	PV 126.10		Actuating valve	Ok		SS304
12.	XIC 104.102		Control Valve	Ok		SS304
13.	AV 104.6	EDTA Dosing Tank	Actuating valve	Ok		SS304
14.	AV 104.5		Actuating valve	Ok		SS304
15.	AV 129.2	Additive Dosing Tank	Actuating valve	Ok		SS304
16.	AV 129.1		Actuating valve	Ok		SS304
17.	AV 125.3		Actuating valve	Ok		SS304
18.	AV 125.2		Actuating valve	Ok		SS304
19.	AV 125.4		Actuating valve	Ok	BHZR9007	SS304

S/N	Instrument Tag No.	Instrument Description	Instrument Type	Running Condition	Picture Tag No.	Materials of Construction
20.	AV 126.6		Actuating valve	Ok	VUIS5158	SS304
21.	AV 125.5		Actuating valve	Ok		SS304
22.	AV 204.1	Dryer	Actuating valve	Ok		SS304
23.	AV 204.2		Actuating valve	Ok		SS304
24.	AV 204.3		Actuating valve	Ok		SS304
25.	AV 204.01		Actuating valve	Ok		SS304

E. Flowmeter Schedule

S/N	Instrument Tag No.	Instrument Description	Instrument Type	Running Condition	Picture Tag No.	Materials of Construction
1.	FICQ 126.1A	Stearine - Tankfarm	Flow meter	Ok		SS316
2.	FICQ 126.1B	CPKO - Tankfarm	Flow meter	Ok		SS316
3.	FICQ 126.2	Caustic - Tankfarm	Flow meter	Ok		SS316
4.	FICQ 126.3	Process Water - Tankfarm	Flow meter	Ok		SS316
5.	FAL 206.2	Barometric Condenser	Flow meter	Ok		SS316
6.	FT 104.1		Flow meter	Ok		SS316

SCHEDULE B: INSPECTION REPORT OF THE ASSETS AS CONFIRMED JOINTLY BY THE SELLER AND THE PURCHASER.



TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:

Title Number: 92254

Land Office Number: 464116

Land: PLOT No 6 BLOCK 'J' KITOPENI BAGAMOYO URBAN AREA

Term: NINETY NINE (99) YEARS

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF LANDS AND HUMAN SETTLEMENTS DEVELOPMENT



LAND REGISTRY,
P.O.Box 1191,
Dar es Salaam.

Date: 20th December, 2011

Telegrams: LANDS
Telephone: 2121241-9
In reply please quote:

Ref. No. LR/T 92354

FRESHO GROUP OF COMPANIES LIMITED
P. O. BOX 50
SHINYANGA

Sir/Gentlemen/Madam,

RE: TITLE NO: 92354 LAND OFFICE NO: 464116
PLOT NO.6 BLOCK J KITOPENI BAGAMOYO

I have the honour to enclose herewith duplicate of the Certificate of Title Numbered as above please.

Asst. Registrar
Asst. REGISTRAR OF TITLES

Copy to: Commissioner for Lands

Your LD File No: 303937 refers

92354
13-12-2011
12:00 pm
Atoghela.

Land Form No.22
TANGANYIKA STAMP DUTY ACT
Stamp Duty 34,000/-
Receipt No. 43827985
23-11-2011
Atoghela.

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

TANGANYIKA STAMP DUTY ACT
Stamp Duty 100/-
on original Receipt No. 43827985 of 23-11-2011
Atoghela.

Title No. 92354
L.O. No. 464116
Ref. No. BAG/LD/12822

The 8th day of December, Two thousand and Eleven.

THIS IS TO CERTIFY that **FRESHO GROUP OF COMPANIES LIMITED** a limited liability incorporated in Tanzania under the Companies Ordinance (Cap 212) of P.O. Box 50, **SHINYANGA** (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **ninety nine(99) years from the first day of October, two thousand and eleven** according to the true intent and meaning of the **Land Act** and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of **June, 2012**, shall thereafter pay rent of shillings **six hundred and eighty thousand (680,000/=) only**, a year in advance on the first day of July in every year of the term without deduction **PROVIDED** that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective
 - (iii) The occupier shall erect on the land building (hereinafter called the buildings) in permanent materials.
 - (iv) Submit building plans to the **Bagamoyo Township Authority** within six months from the date of the commencement of the Right.
 - (v) Building construction to begin within six months after approval of plans.
 - (vi) Building to be complete within thirty six (36) months from the date of the commencement of the Right.
3. **USER:** The land shall be used for **Light Industry Purpose Only, Use Group 'M'** use **Classes (a) (b) and (c)**, as defined in the Town and Country Planning (Use Classes) Regulations in 1960 **as amended in 1993**.
4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with all premia, taxes and dues prescribed in connection with the disposition.
6. The President may revoke the right for good cause or in public interest.

SCHEDULE

ALL that land known as **Plot No.6 Block 'J'** situated at **Kitopeni in Bagamoyo Urban Area** containing **seven (7) acres** shown for identification only edged **red** on the plan attached to this Certificate and defined on the registered Surveys Plan Numbered **67725** deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

Given under my hand and **official seal** the day and year first above written


ASSISTANT COMMISSIONER FOR LANDS

The within named **FRESHO GROUP OF COMPANIES LIMITED** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the common seal of)
FRESHO GROUP OF COMPANIES LIMITED)
and delivered in the presence of us this)
day of 28 NOVEMBER.....2011)
Signature [Handwritten Signature])
Name FREDRICK ALFAYO SHOO)
Qualification DIRECTOR)

Signature [Handwritten Signature])
Name GRACE FREDDY SHOO)
Qualification DIRECTOR)

