

DATED AS OF THE _____ DAY OF OCTOBER 2024

SAINT - GOBAIN CONSTRUCTION PRODUCTS TANZANIA LIMITED

AND

MERU BOARDS LIMITED

ASSETS SALE AGREEMENT

Prepared by:

Abenry Advocates
5th Floor, ALFA Plaza
Chabruma Street, Off Ali Hassan Mwinyi Road
P.O. Box 3167
Dar-es-Salaam
TANZANIA



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ASSET SALE AGREEMENT

This Asset Sale Agreement is dated the ____ day of October, 2024 and is made;

BETWEEN:

SAINT - GOBAIN CONSTRUCTION PRODUCTS TANZANIA LIMITED, a private company duly incorporated and existing under the Laws of Tanzania, and whose address is at Plot 17, Sakila Village Arumeru District, Arusha, Tanzania ("the Vendor" which term shall, unless the context does not so permit, include its assigns and successors in title) of the other Part);

AND

MERU BOARDS LIMITED, a private company duly incorporated and existing under the Laws of Tanzania, and whose address is at Old Moshi Road, near Kibo Palace Hotel, Arusha Tanzania ("the Purchaser" which term shall, unless the context does not so permit, include its assigns and successors in title) of the other Part).

each "the Party" and together "the Parties".

RECITALS:

- A. Whereas the Vendor is the legal and beneficial owner of the Assets as more particularly provided in **Schedule 1**.
- B. The Vendor is desirous of selling the said Assets to the Purchaser and the Purchaser is willing and desirous of buying the said Assets free from any encumbrances on terms and conditions set forth below.
- C. The Vendor and the Purchaser wish to enter into this Agreement setting forth the terms and conditions for the sale and purchase of the Assets.

THEREFORE, THE PARTIES HEREIN AGREES AND WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

"Abenry" means the legal representatives of the Vendor on this transaction;



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“Agreement”	means this Asset Sale Agreement;
“Assets”	means the Assets agreed to be sold and purchased pursuant to this Agreement as set out in the Schedule 1 to this Agreement;
“Completion”	means the date of which the Conditions Precedent have been fully satisfied or waived in accordance with this Agreement;
“Claim”	means a claim in respect to any of the Vendor’s warranties set out in clause 7.1;
“Closing Date”	means the day no later than 7 days after Completion and in any case being not later than the Longstop Date;
“Commission”	means the Fair Competition Commission established under the Fair Competition Act, Cap 285;
“Competition Act”	means the Fair Competition Act, Cap 284;
“Conditions Precedent”	the conditions precedent set out in clause 5 of this Agreement;
“Encumbrance”	means any mortgage, charge, pledge, hypothecation, lien, assignment by way of security, title retention, option or any other security, right of pre-emption, right of first refusal, preferential right or other third party right, equity or restriction, and any agreement, arrangement or obligation to give or create any of the foregoing and “encumber” means to create an Encumbrance;
“Longstop Date”	means 28 February 2025;
“Party”	means any one or all of the signatories to this Agreement and “Parties” shall be construed accordingly;



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“Person”	includes any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organisation, trust, company, body corporate, and a natural person in his capacity as trustee, executor, administrator, or other legal representative;
“Purchase Price”	means the purchase price as provided in clause 3 of this Agreement;
“Surviving Provisions”	means clauses 1, 2, 7, 17 to 22 (inclusive);
“VAT”	means value added tax, being 18% of purchase price in accordance to clause 3.1; and
“VAT Act”	means Value Added Tax Act, Cap 148.

1.2. Interpretation

In this Agreement, unless the context requires otherwise:

- (a) the headings are for convenience only and shall not be considered in construing this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) references to clauses and schedules are references to Clauses and Schedules of this Agreement; and
- (d) in the event of any conflict between the provisions of this Agreement and any Schedules the provisions of this Agreement shall prevail.

2. THE PROPERTY

2.1. The Vendor presents that it is the legal and beneficial owner of the Assets and is desirous to sell the same to the Purchaser.

2.2. The Purchaser is willing and desirous of purchasing the described Assets.



2.3. The Vendor solemnly declares that it has full rights and absolute authority to enter into this Agreement and sell the said Assets and that it has not executed any deed whatsoever that may prevent the Vendor from entering into this Agreement for sale and transfer of the said Assets.

2.4. The Vendor's Assets that are sold to the Purchaser is free of all encumbrances including Court Orders, mortgage, liens, taxes, encroachments and any other acts or omissions on the party of the Vendor or any other third party, assignee or agent who is acting on behalf of the Vendor that may invalidate this sale or renders the sale under this deed void or anyhow not enforceable.

3. PURCHASE PRICE AND MODE OF PAYMENT

3.1. That the agreed total Purchase Price for the Assets referred in **Schedule 1** is Tanzania Shillings Five Billion Six Hundred Million (TZS 5,600,000,000/=) which is exclusive of VAT as apportioned in Schedule 1 hereto.

3.2. Capital Gains Tax shall be payable by the Vendor.

3.3. Stamp duty assessed shall be payable by the Purchaser. The Purchaser shall also remit the VAT in line with the VAT Act.

3.4. The Purchaser upon satisfaction of the Conditions Precedent set out at clause 5 (Conditions Precedent) below and in accordance with this Agreement shall pay the purchase price to the bank accounts and in the manner set out herein below.

3.5. The Purchaser shall pay the Purchase Price to the Vendor in two instalments. The first instalment equivalent to twenty (20%) percent of the Purchase Price shall be payable upon the signature of this Agreement and the balance of eighty (80%) percent shall be payable on the Closing Date.

3.6. Any instalment of the Purchase Price shall be paid in the following manner:-

3.6.1. fifty percent (50%) will be paid in Tanzania Shillings to the following bank account:-

Account name: Saint Gobain Construction Products Tanzania Limited

Account numbers: 01-060-223569-00 (TZS)

Bank: Standard Chartered Bank Tanzania Ltd



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3.6.2. the other fifty percent (50%) will be paid in United States Dollars to Vendor's Bank Account with the following details:

Account name: Saint Gobain Construction Products Tanzania Limited

Account numbers: 87-060-223569-00 (USD)

Bank: Standard Chartered Bank Tanzania Ltd

3.7. The Vendor hereby agrees and declares that it has authorized by the Purchaser to disburse the purchase price directly to the above-named bank accounts as provided under paragraph 3.5 of this Agreement.

3.8. The Vendor with free consent and for the purchase price agreed is willing to sell to the Purchaser, the Assets with all rights and benefits permissible under the Laws of Tanzania and further guarantees to assist the Purchaser through all the transfer processes where applicable and where any dispute shall emanate or accrue relating to the ownership of the Assets.

4. TRANSFER OF THE ASSETS

4.1. Subject to the terms of this Agreement, the Vendor shall sell, and transfer and the Purchaser shall purchase and take the Assets as they are in their current condition, with effect from the Closing Date, save that the Vendor confirms that the Assets are free from all liens, charges and encumbrances.

4.2. The Assets shall be transferred by the Vendor as the legal and beneficial owners.

4.3. The following are expressly excluded from the sale of the Assets:

4.3.1. the Vendor's creditors and all liabilities including current liabilities of the Vendor relating to the Assets whatsoever without limitation;

4.3.2. any tax for which the Vendor is liable, whether or not due or known or unknown as of the date of this Agreement and all amounts recoverable in respect of any statutory payments including taxation accountable for periods ending on or before the Closing Date or as the case may be that part of any relevant period up to Closing Date;

4.3.3. the transfer of any employees or any liabilities related to the sale of the Assets;

4.3.4. any right of action to which the Vendor may be entitled (whether in contract, tort or otherwise) other than pursuant to or in connection with any Contract;



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4.3.5. the Vendor's accounts and accounting records which do not relate exclusively to the business.

4.4. Nothing in this Agreement shall pass to the Purchaser, or shall be construed as acceptance by the Purchaser, of any liability, debt or other obligation of the Vendor, other than as expressly set out in this Agreement.

5. CONDITIONS PRECEDENT

5.1 Closing of the transaction contemplated under this Agreement shall be conditional upon the following Conditions Precedent which must be fulfilled on or by the Longstop Date:

5.1.1. obtaining a merger clearance issued by the Commission for the sale of the Assets unless:

(a) the Commission issues a legal opinion confirming that the proposed sale of Assets is not a notifiable merger within the meaning of section 11(1) of the Competition Act;

(b) the period for considering any merger notice given to the Commission under section 11(3) of the Competition Act having expired without the Commission notifying either of the Parties that the proposed sale of Assets will be examined or requesting the submission of further information or documents; or

(c) the granting by the Commission of an exemption or approval to the proposed sale of Assets pursuant to section 13 of the Competition Act;

5.1.2. removal, if any of all encumbrances, liens, levies, charges, liabilities and claims of any kind on the Assets of the Vendor including but not limited to release of any existing charge created in favour of the bank, such that the Purchaser shall acquire the Assets at Closing Date absolutely free and clear of all encumbrances, liens, levies, charges, liabilities and claims of any kind

5.1.3. the Vendor delivering to the Purchaser the tax clearance certificate in relation to the Capital Gains Tax payable by the Vendor in relation to the Assets

5.1.4. the expiry of two months from the issuance of the public notice of the intended transfer of Assets in accordance with section 3(1)(b) of the Transfer of Business (Protection of Creditors) Act, Cap 327;



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- 5.1.5. the delivery of the shareholder and/or board resolution(s) of the Vendor, as the case may be, approving the transfer of the Assets and appointing the relevant signatories to this Agreement;
 - 5.1.6. the execution of any documents required to give effect to the transfer of the Assets from the Vendor to the Purchaser to the reasonable satisfaction of the Vendor;
 - 5.1.7. having received the approval/consent from relevant governmental authorities for the transfer, including but not limited to approval/consent from Commissioner for Lands and the Tanzania Investment Centre (with the Purchaser having registered itself with the Tanzania Investment Centre); and
 - 5.1.8. the Purchaser's satisfaction with all aspects of the Assets as determined by the Vendor.
- 5.2. The Parties shall be entitled, by agreement in writing, to waive any of the Conditions Precedent, but only to the extent that such waiver of the Conditions Precedent does not breach any mandatory provisions of the Law.
- 5.3 If all the Conditions Precedent have not been fulfilled or waived by the Longstop Date then the provisions of this Agreement will never become of any force or effect, save for the Surviving Provisions which will remain of full force and effect;

6. CLOSING

- 6.1. At Closing the Purchaser shall pay the purchase price to the Vendor as contemplated under clause 3.5 of this Agreement; and
- 6.2. The Vendor shall deliver to the Purchaser:
- 6.2.1. all original documents evidencing title to the Assets;
 - 6.2.2. duly executed documents required by the Purchaser to give effect to the transfer of the Assets including but not limited, a form for the change of particulars, the land forms, the most recent land rent receipts;



6.2.3. the Vendor and the Purchaser understand and agree that the performance or tender of performance of all matters applicable to a party under this Agreement shall be deemed concurrent conditions, and that neither party shall be required to perform or tender performance of its obligations hereunder unless, coincident therewith, the other party from whom performance is required under this Agreement performs or tenders performance of its obligations as described herein.

7. REPRESENTATIONS OR WARRANTIES

7.1. WARRANTIES BY THE VENDOR

7.1.1. the Vendor has good and sufficient power, authority and right to enter into this Agreement and complete the sale transaction envisaged therein;

7.1.2. the Vendor is the beneficial owner of the Assets;

7.1.3. the Vendor is entitled to transfer the beneficial ownership of the Assets to Purchaser on the terms of this Agreement;

7.1.4. the Assets are free of any encumbrances;

7.1.5. the Assets are all insured with a reputable insurer in accordance with the policies availed to the Purchaser;

7.1.6. the Assets are not subject to any direct or indirect legal proceedings which may impede the transaction or shall have a material adverse effect on the Seller, the Assets or the transaction contemplated under this Agreement;

7.1.7. Vendor is the legal and beneficial owner of the Assets, and will transfer the same to Purchaser at Closing free of any Encumbrances, save for any exceptions and reservations contained in any applicable law.

7.1.8. Vendor is not to the best of its knowledge aware of any kind of industry claim, action, hearings or proceedings which have been threatened or are pending by any governmental, administrative agency, regulator or similar body which may have a material adverse effect on the Assets or the transaction contemplated by this Agreement.

7.1.9. there are no circumstances in existence which shall be removed by the Vendor prior to entering into this Agreement that would prevent the transfer of the Assets in accordance with the terms hereof;



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- 7.1.10. the Vendor will not do or omit or permit to be done any act or thing or permit the omission of any act or thing which is intended to or may impact or have an adverse effect upon the Assets or related assets;
- 7.1.11. the execution and performance of this Agreement by the Vendor do not conflict with, and do not and shall not result in a breach of any applicable law, rule or regulation or any agreement or obligation to which the Vendor is a Party or by which the Vendor is bound, except for breaches which would not individually or in the aggregate impair the validity of this Agreement or have material adverse effect of the ability of the Vendor to perform its obligations there under;
- 7.1.12. the execution of this Agreement and the consummation of the transactions contemplated thereby have been duly and validly authorized by the Vendor and such authorization is in full force and effect. No other procedures on the part of the Vendor are necessary to authorize the execution and delivery of this Agreement shall be binding and enforceable against the Vendor; and
- 7.1.13. each of the Vendor's Representations and Warranties is true, accurate and not misleading. The Representations and Warranties shall be deemed to be repeated immediately before Completion with reference to the facts and circumstances then existing.

7.2. WARRANTIES BY THE PURCHASER

7.2.1. The Purchaser warrants and represents to the Vendor that it is a company validly existing under the laws of Tanzania and is entering this Agreement as a competent legal entity, and in particular:

- (a) it has good and sufficient power, authority and right to enter into this Agreement and to complete the transactions contemplated hereby;
- (b) it undertakes to ensure that full payment of the purchase prices is made in accordance with the terms of this Agreement;

the Purchaser has inspected and accepts the Assets as they are in their current condition and that the Vendor shall not be held liable whatsoever except as agreed in this Agreement;



- (c) the execution and performance by it of this Agreement do not and shall not conflict with, and do not and shall not result in a breach of its constitution, other organizational documents, by-laws or resolutions of the Purchaser or any applicable law, rule or regulation or any agreement or obligation to which the Purchaser is a party or by which the Purchaser is bound;
- (d) the execution of this Agreement and the consummation of the transactions contemplated thereby have been duly and validly authorized by the Purchaser and no other corporate procedures on the part of the Purchaser are necessary to authorize the person who will execute and deliver this Agreement on behalf of the Purchaser or the consummation of the transactions contemplated thereby: Provided that upon due execution and delivery by the Vendor, this Agreement shall be binding and enforceable against the Purchaser.

7.2.2. the execution of this Agreement and the performance of the Purchaser's obligations hereunder do not conflict with, and do not and shall not result in a breach of any applicable law, rule or any agreement or obligation to which the Purchaser is a party or by which the Purchaser is bound;

7.2.3. each of the Purchaser's Representations and Warranties is true, accurate and not misleading. The Representations and Warranties shall be deemed to be repeated immediately before Completion with reference to the facts and circumstances then existing.

8. INDEMINIFICATION

8.1. In the event of any breach, whether before or after the Closing Date, of the warranties made by the Vendor under clause 7.1, the Vendor shall fully indemnify and hold harmless the Purchaser in respect of the same up to the value of the Purchase Price paid by the Purchaser .

8.2. Upon sufficient notice period and receipt of a reasonable Claim from the Purchaser, the Vendor shall fully indemnify the Purchaser for any losses incurred by the Purchaser as a result of the breach of the Vendor's warranties up to the Purchase Price paid by the Purchaser.



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9. FURTHER ASSURANCES

9.1. From time to time, at the request of any Party hereto and without further consideration, the other Party will execute and deliver to such requesting Party such documents and take such other action as such requesting Party may reasonably request to consummate more effectively the releases contemplated hereby.

10. OWNERSHIP, RISK AND OBLIGATIONS ASSUMED BY PURCHASER

10.1. The risk in and beneficial ownership of the Assets shall be deemed to have passed to the Purchaser and the sale and purchase shall be deemed to have effect on and from the Closing Date.

10.2. The Purchaser shall accept and pay the Purchase Price upon being satisfied with all aspects of the Assets as determined by the Vendor in accordance with the terms on mode of payments as stipulate herein.

11. VENDOR'S OBLIGATION TO NOTIFY

11.1. The Vendor hereby agree to disclose promptly to the Purchaser in writing immediately upon becoming aware of any matter, event or circumstance (including any omission to act) which may arise or become known to them after the date of this Agreement and before Closing which may constitutes a breach of or is inconsistent with any of the Warranties and undertakings given.

12. NO PARTNERSHIP

12.1. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency between any of the Parties and none of them shall have any authority to bind the others in any way whatsoever other than as contemplated or provided for in this Agreement.

13. BENEFIT OF AGREEMENT

13.1. This Agreement shall be binding on and shall ensure for the benefit of the successors and assigns and personal representatives (as the case may be) of each of the Parties.

14. APPORTIONMENTS

14.1. Unless the Purchaser waives its rights under this clause, all transactions relating to the Assets in respect of the period up to (but excluding) the Closing Date shall be borne by the Vendors.



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15. ACCRUED RIGHTS

15.1. The termination of this Agreement howsoever caused shall be without prejudice to any obligations or rights of any of the Parties, which shall have accrued prior to such termination and shall not affect any provision of this Agreement, which is expressly or by implication provided to come into effect on or to continue in effect after such termination.

16. INTELLECTUAL PROPERTY

16.1. All intellectual property rights, including but not limited to copyrights, patents, trademarks belonging to the Vendor shall not be used by the Purchaser at any given time in their business. If the Purchaser intends to manufacture plasterboard, they are permitted to do so, but they must refrain from using any branding belonging to the Vendor or its affiliate companies.

17. PURCHASER'S RIGHT OF RESCISSION

17.1. In the event of it becoming apparent on or before Closing Date that the Vendor are in breach of any of the Warranties or there is a breach of any other warranty, undertaking or term of this Agreement, the Purchaser may (without any liability on its part) rescind this Agreement by notice in writing to the Vendor.

18. TERMINATION

18.1. This Agreement may be terminated by:-

18.1.1. mutual written consent of each of the Parties on or prior to the Closing Date;
or

18.1.2. by the Vendor or the Purchaser as the case may be, where the other party fails to meet any of their respective obligations under this Agreement by the Closing date.

18.2. If this Agreement is terminated all obligations of the Parties under this Agreement shall automatically terminate with no further act or conduct being necessary or required on the part of any such Party, or any liability of any such Party, and each of the Parties shall irrevocably be released from all obligations and liabilities hereunder, except that, in each case:

18.2.1. such termination shall not constitute a waiver by any Party of any obligation of the other Party that by its terms shall survive such termination pursuant to this Agreement;



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18.2.2. such termination shall not constitute a waiver by any Party of any claim it may have for actual damages caused by reason of, or relieve any Party from liability for, any breach of this Agreement prior to termination;

18.2.3. the termination of this Agreement will be without prejudice to any Surviving Provisions which shall remain enforceable under this Agreement; and

18.2.4. the Vendor shall re-imburse the Purchaser any portion of the Purchase Price paid to them within 14 working days of termination of this Agreement.

19. FORCE MAJEURE

19.1. "Force Majeure" means:

19.1.1. war (declared or undeclared), mobilisation, blockage, embargo, coup d'état, insurrection, civil disturbance, riots, strike and other labour conflicts, epidemic, storm, flood, drought, or other adverse weather conditions, explosion, act of God or the public enemy, break-down of facilities or machinery, whenever occurring, which is of such nature as to delay, curtail or prevent timely action by the Party affected;

19.1.2. any other unforeseen and irresistible event over which the affected Party has no reasonable control, and which is of such a nature as to delay, curtail or prevent timely action by such Party;

19.2. Force Majeure shall not include:

19.2.1. any event which is caused by the negligence or intentional act of a Party or such Party's consultants, contractors or agents or employees;

19.2.2. any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of this Agreement to avoid or overcome in the carrying out of its obligations hereunder.



- 19.3. Failure on the part of either Party to comply with any of the terms and conditions of this Agreement shall not be grounds for termination or give rise to a claim for damages against the other Party when such failure arises from a Force Majeure, provided appropriate precautions, due care and reasonable alternative measures have been taken with the objective of avoiding such failure to carry out the obligations hereunder. The affected Party shall take all reasonable measures with a minimum delay to remove such inability to fulfil the terms and conditions hereof provided that in no event shall such Party be obligated to resolve any disagreement with a third party, including labour disputes, except under conditions acceptable to it.
- 19.4. The affected Party shall, within a reasonable time, notify the other Parties of any event of Force Majeure affecting its ability to fulfil the terms and conditions of this Agreement and similarly notify the other Party within a reasonable time of the restoration of normal conditions.
- 19.5. Should any or all the Parties hereto be prevented from fulfilling their respective contractual obligations by a state of Force Majeure lasting for a period of more than three (3) months, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

20. GOVERNING LAW

- 20.1. This Agreement This Agreement shall be governed by and construed in all respects in accordance with the laws of Tanzania.

21. DISPUTE RESOLUTION

- 21.1. In the event of any dispute arising between the Parties in connection with this Agreement:

21.1.1. neither Party shall take any steps against the other nor exercise any rights whether regarding termination or otherwise until the dispute resolution procedure set out in this paragraph has been exhausted; and

21.1.2. the Parties shall forthwith meet in good faith to resolve the dispute without recourse to legal proceedings.

- 21.2. If the Parties resolve any matter amicably and such resolution calls for amendment of this Agreement, an addendum to this Agreement may be added to reflect the new consensus. All Parties to this Agreement shall agree to the addendum before it is executed.



- 21.3. If the dispute is not resolved as a result of meetings in accordance with clause 19.1.2. above, either Party may at such meeting or within seven (7) days from its conclusion propose to the other Party that structured negotiations be entered into with the assistance of a mediator.
- 21.4. If following negotiations in accordance with clause 19.3 the dispute has not been resolved, each Party shall appoint an arbitrator and both arbitrators appointed by the Parties shall appoint the third arbitrator who shall be the umpire. The decision of the arbitrators shall be final and binding as between the Parties.
- 21.5. The venue of arbitration shall be in United Republic of Tanzania or any other venue as may be agreed by the Parties and the proceedings shall be conducted in the English language.
- 21.6. Nothing in this Agreement shall preclude the making of an application to the High Court of Tanzania (Commercial Division) for conservatory or provisional relief.

22. COUNTERPARTS

- 22.1. This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

23. ENTIRE AGREEMENT

- 23.1. This is the entire Agreement between the Parties with respect to this matter. There are no other agreements or understandings, written or oral, express or implied.

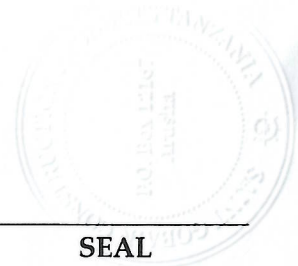


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IN WITNESS WHEREOF, this Agreement been signed in the manner and date(s) shown below:

THE VENDOR

SEALED with the Common Seal of
SAINT - GOBAIN CONSTRUCTION
PRODUCTS TANZANIA LIMITED in our
presence this ____ day of _____
2024



SEAL

Signature: _____

Name: _____

Postal Address: _____

Designation: _____

[Handwritten Signature]
ANSA GRIESCHE
300 JANADEL AVENUE, HALFWAY HOUSE, MIDRAND
DIRECTOR



SAKILA VILLAGE, ARUMERU DISTRICT
PLOT NO. 219 ARUSHA - TANZANIA
SOUTH AFRICA

Signature: _____

Name: _____

Postal Address: _____

Designation: _____



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THE PURCHASER

SEALED with of the Common Seal of
MERU BOARDS LIMITED
in our presence
this ____ day of _____, 2024



SEAL

For Mac Group

Signature: N. Sankaranarayanan
Name: N. SANKARANARAYANAN
Postal Address: Box 2552, DAR ES SALAAM
Designation: Director (Mac Group Limited)

Signature: Maki
Name: MOHAMEDBAKIR ABDULKARIM
Postal Address: P.O. BOX 2552, DAR ES SALAAM
Designation: Director (Mac Group Limited)

For Mr. Pardeep Singh Hans

Signature: Pardeep
Name: Pardeep Singh Hans
Postal Address: P.O. BOX 631, ARUSHI
Designation: Director



SCHEDULE 1 - LIST OF ASSETS

Moveable Assets

	Asset	Quantity
1.	Wuxi Zosen Thermal Oil Boiler YLW-7000AII	1
2.	Dryer	1
3.	Transformer	1

Immoveable Assets

Plot 17 Sakila

Title No.	34869
Area	Plot No. 17 Sakila Area, Arumeru District Council
Size	44,561 SQM
Term	99 Years from 1 October 2011 and expiring 30 September 2110
Registered survey plan no.	67546
L.O No.	383707
Developed/Undeveloped	Developed

Plot 18 Sakila

Title No.	40455
Area	Plot No. 18 Sakila Area, Arumeru District Council
Size	10,997 SQM
Term	99 Years from 1 April 2012 and expiring 31 March 2111
Registered survey plan no.	68355
L.O No.	383923
Developed/Undeveloped	Undeveloped



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Plot 38 Sakila

Title No.	45547
Area	Plot No. 38 Sakila Area, Arumeru District Council
Size	9,700 SQM
Term	33 Years from 1 October 2014 and expiring 31 August 2047
Registered survey plan no.	78296
L.O No.	516110
Developed/Undeveloped	Undeveloped

Purchase Price Apportionment

	Asset	Purchase Price
1.	Wuxi Zosen Thermal Oil Boiler YLW-7000AII	TZS.689,738,109.90
2.	Dryer	TZS. 69,343,532.66
3.	Transformer	TZS. 18,768,390.24
4.	Plot No. 17 Sakila Area, Arumeru District Council	TZS. 4,656,573,967.2
5.	Plot No. 18 Sakila Area, Arumeru District Council	TZS.87,976,000
6.	Plot No. 38 Sakila Area, Arumeru District Council	TZS.77, 600,000



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