



DEED OF ASSIGNMENT

This DEED OF ASSIGNMENT is made and entered into this 5 day of Jan, 2025 by and between:

1. TAZACO INVESTMENT LIMITED, a company duly registered and incorporated under the laws of Tanzania, with its registered office at P.O. Box 6244, Dar Es Salaam, hereinafter referred to as the "Assignor" (which expression shall, where the context so admits, include its successors and assigns);

AND

2. JASTAN DISTRILOG LIMITED, a company duly registered and incorporated under the laws of Tanzania, with its registered office at Level 10, Plot No 2217/1/168, Block A, Sokoine Drive, Dar Es Salaam, hereinafter referred to as the "Assignee" (which expression shall, where the context so admits, include its successors and assigns).

WHEREAS:

1. The Assignor is the legal investor of land measuring 1,800 acres located in Mpemba, Tunduma Nkonde Road, designated for economic development under the Mpemba SEZ Project.
2. The Assignee is a logistics and infrastructure development company engaged in large-scale investment and development activities, including transport, warehousing, and trade facilitation.
3. The Assignor agrees to assign and transfer investment of the said land to the Assignee for the purpose of implementing and developing the Mpemba SEZ Project, as per the agreed terms.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Assignment and Transfer of Investment

1.1. The Assignor hereby assigns, transfers, and conveys to the Assignee all its rights, title, and interest in the 1,800-acre land situated at Mpemba SEZ, Tunduma Nkonde Road, for the purposes of implementing the Mpemba SEZ Project.

1.2. The transfer of investment grants the Assignee full legal rights to own, develop, and utilize the land in accordance with the applicable laws of Tanzania.

1.3. The Assignee shall have full authority to engage in all activities necessary for the execution of the project, including but not limited to:

No. 2217/ 1/168, Block A, SOKOINE Drive/ Morogoro Road/ Mansfield Street
Zanaki Street CBD Ilala District Dar es Salaam, Tanzania



- Infrastructure development, including roads, warehouses, and logistics centers.
- Establishing container freight stations and inland container depots.
- Collaborating with government agencies such as TRA, LATRA, and TPA for regulatory compliance.
- Commercial leasing and sub-leasing for project-related businesses.

2. Consideration

2.1. The transfer of investment is made in consideration of the agreed terms and conditions as stipulated in a separate agreement between the parties.

2.2. The Assignee acknowledges receipt of all necessary land investment documents and undertakes to comply with all regulatory requirements, including land registration and title processing.

3. Execution

IN WITNESS WHEREOF, the parties have executed this Deed of Assignment as of the date first written above.

SIGNED by the authorized representative of

TAZACO INVESTMENT LIMITED:

Name: YU ZHANG

Designation: Director

Signature: [Handwritten Signature]

Date: 5/1/2025



No. 2217/ 1/168, Block A, SOKOINE Drive/ Morogoro Road/ Mansfield Street
Zanaki Street CBD Ilala District Dar es Salaam, Tanzania



SIGNED by the authorized representative of

JASTAN DISTRILOG LIMITED:

Name: Soon Chin Yang

Designation: Director

Signature: Chin Yang Soon

Date: _____



Witnesses:

1. Name: Geoffrey Mwakatundu Signature: Geoffrey



2. Name: _____ Signature _____

No. 2217/ 1/168, Block A, SOKOINE Drive/ Morogoro Road/ Mansfield Street
Zanaki Street CBD Ilala District Dar es Salaam, Tanzania

MEMORANDUM OF UNDERSTANDING

BETWEEN

TUNDUMA TOWN COUNCIL

AND

TAZACO INVESTMENT LIMITED

PREPARED BY:

**LEGAL UNIT
TUNDUMA TOWN COUNCIL,
P.O BOX 73,
TUNDUMA-SONGWE, SONGWE.
EMAIL: td@tundumatc.go.tz
PHONE: 025 295 7388**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into on this 17
day of October, 2024,

Between:

TUNDUMA TOWN COUNCIL, a town council established under the Local Government (Urban Authorities) Act, 1982 of P.O Box 73, Tunduma with its principle office located at Tunduma Town, Songwe Region, United Republic of Tanzania (hereinafter referred to as "TTC"), and

And,

TAZACO Investment Limited, a private limited company incorporated under the laws of the United Republic of Tanzania, with its address being P.O Box 6244, Dar es Salaam (hereinafter referred to as "TAZACO").

WHEREAS:

TTC is the legal owner of a parcel of land measuring approximately **One Thousand Eight Hundred (1,800) acres** located in Katenjele area, Mpemba ward, within the jurisdiction of Tunduma Town Council.

1. TAZACO is an investor interested in acquiring and developing the said land for investment purposes, specifically for the establishment of a Special Economic Zone (SEZ).

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NOW, THEREFORE, the Parties hereto agree as follows:

1. SUBJECT OF THE MATTER OF THE MOU:

TTC agrees to sell and TAZACO agrees to buy the parcel of land measuring approximately **One Thousand Eight Hundred (1,800) acres** located in Katenjele area, Mpemba ward, Tunduma Town Council, for the purpose of developing a Special Economic Zone (SEZ) and TPA dry port.

2. PURCHASE PRICE:

The purchase price for the said land shall be **TZS 15,000,000,000.00 /= (Fifteen Billion Tanzanian Shillings)**.

3. PAYMENT TERMS:

3.1 The payment shall be paid in two installments as follows:

3.1.1 The first installment of **TZS 7,500,000,000.00 /= (Seven Billion Five Hundred Million Tanzanian Shillings)** to be paid on or before 30th October 2024.

3.1.2 The second installment of **TZS 7,500,000,000/= (Seven Billion Five Hundred Million Tanzanian Shillings)** to be paid on or before 30th November 2024.

3.2 Payments shall be deposited into the following bank account:

BANK NAME: National Microfinance Bank PLC

ACCOUNT NAME: Tunduma Town Council Miscellaneous Deposit

ACCOUNT NUMBER: 61510001584

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4. DEVELOPMENT OBLIGATIONS:

TAZACO shall develop the land in accordance with the business proposal presented, including the construction of a dry port and other related infrastructure necessary for the SEZ and TPA dry port.

5. DUTIES AND OBLIGATIONS OF EACH PARTY:

5.1 TTC shall ensure the following;

5.1.1 TTC shall ensure all transit trucks and IT vehicles park inside the SEZ under the supervision of the Tanzania Revenue Authority (TRA).


5.1.2 TTC shall ensure that it relocates the current authorities at the border post to the SEZ in consultation and agreement with the relevant government agencies. All activities currently carried out at the border post shall be relocated and undertaken at the SEZ. It shall be the obligation of TAZACO to construct and ensure that the buildings and facilities for the relocation are constructed and ready for operation in line with the current standards.


5.1.3 TTC in consultation with the relevant government authorities shall undertake to ensure that no licenses are issued that allow the public to use the area outside the SEZ for parking purposes. TTC shall receive remuneration from TAZACO for all the vehicles parked within the SEZ at an agreed rate that will be negotiated and agreed in the Framework Agreement that shall be entered into between TTC and TAZACO after the successful execution of this Agreement (MoU).

5.1.4 TTC shall facilitate TAZACO in obtaining all the required licenses and necessary permits under its authority pertaining to the implementation of the project.

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5.1.5 TTC shall ensure that all the necessary framework agreements for the envisaged project are signed within 30 days after signing this MoU.

5.1.6 If TTC fail to secure the framework agreements within the specified timeframe, TAZACO will be entitled to a full refund of the paid purchase price and postpone the signature of the land purchase agreement.

5.1.7 In the event the land sale agreement cannot be finalized before the payment of the first instalment, both parties shall agree to extend the payment deadline.

5.2 Upon the signing of this MoU TAZACO shall ensure the following;

5.2.1 All payments are made in accordance with the terms enshrined in this Memorandum of Understanding (MoU).

5.2.2 Pay all levies and other charges payable to the Council and Central government.

6. EXCLUSIVITY AND NON-COMPETE:

6.1 Upon completion of the construction project within the SEZ and TPA dry port, TTC shall ensure that no activities designated for the SEZ are conducted outside its boundaries.

6.2 TTC shall not allocate additional land for similar use within its jurisdiction to avoid competition with the SEZ and TPA dry port.

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7. LOCAL EMPLOYMENT:

TAZACO shall ensure that all unskilled labor required for the development and operation of the SEZ and TPA dry port are hired from the local community in Tunduma. In addition, TAZACO shall ensure that it abides with all local content requirements in the United Republic of Tanzania coupled with a succinct succession plan.

8. COMPLIANCE WITH REGULATIONS:

Both parties agree to comply with all applicable laws, regulations, and guidelines governing the establishment and operation of the SEZ and TPA dry port.

9. DISPUTE RESOLUTION:

Any dispute arising from or in connection with this MoU shall be resolved amicably through mutual consultations and mediation. If the dispute cannot be resolved amicably through mediation, the Parties shall refer the dispute to arbitration in accordance with the rules of the Arbitration Act of Tanzania.

10. TERMINATION:

This MoU may be terminated by mutual consent of both parties or if one party materially breaches any of the terms and conditions contained herein. If this MoU is terminated due to actions by TTC or interference from the government of Tanzania to the extent of making it difficult or impossible for TAZACO to continue with this project, the MoU shall be terminated and the breaching party shall compensate the affected party (TAZACO) for all damages and losses as will be assessed by TAZACO.

11. GOVERNING LAW:

This MoU shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

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12. MISCELLANEOUS:

12.1 This MoU constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind.

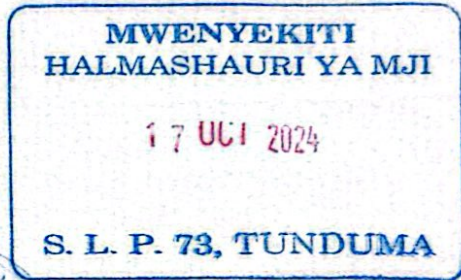
12.2 Any amendments or modifications to this MoU must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

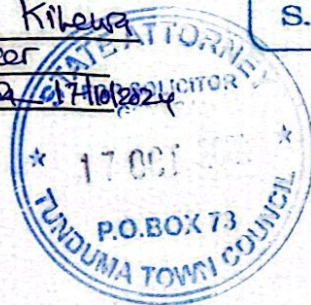
Tunduma Town Council
Name: MARWAU CHA/RECEIVED
Title: TOWN DIRECTOR
Signature: [Signature]



Tunduma Town Council
Name: ABU I. MUMBA
Title: CHAIRMAN
Signature: [Signature]



BEFORE ME:
Name: Jumana Kilewa
Title: Legal Officer
Signature: [Signature]



AND

Name: _____
Title: _____
Signature: _____

TAZACO Investment Limited

[Signature]
17/10/2024

[Signature]
17/10/2024

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[Signature]
24/10/2024

Name: YUE YIN
Title: Director
Signature: [Signature]



TAZACO Investment Limited
Name: Bo FEI Zhang
Title: Director
Signature: [Signature]

BEFORE ME:
Name: Geoffrey Mwakatindi
Title: Advocate
Signature: [Signature]





JAMHURI YA MUUNGANO WA TANZANIA
OFISI YA RAIS
TAWALA ZA MIKOA NA SERIKALI ZA MITAA
HALMASHAURI YA MJI TUNDUMA



Unapojibu tafadhali taja

Kumb. Na.CA. 301/439/01/16

Tarehe 4/3/2025

Meneja wa Kanda
Kituo Cha Uwekezaji Tanzania (TIC)
S.L.P 1319,
MBEYA

**YAH: KUWASILISHA HATI ZA KIWANJA NAMBA 1 KITALU "B" NANDANGA KWA
AJILI YA KUTIWA SAHIHI NA WAKURUGENZI WA TIC**

Husika na kichwa cha habari hapo juu.

2. Halmashauri ya Mji wa Tunduma imepima kiwanja husika hapo juu kwa matumizi ya eneo la **Bandari Kavu**, kupitia ramani ya upimaji namba E¹⁴604/44 kwa namba ya usajili 205926. Kiwanja hiki kina ukubwa wa mita za mraba 899,489 sawa na ekari 222.

3. Taratibu zote za kutangaza eneo husika kuwa la uwekezaji zimefanyika kupitia TIC na pia kamati ya kugawa ardhi ya Wizara ya Ardhi imepitisha maombi husika ya mwekezaji ambaye anaitwa JASTAN DISTRILOG LIMITED. Aidha Halmashauri ya Mji Tunduma imeandaa rasimu za hati ambazo tunazileta kwako kwa ajili ya hatua ya Wakurugenzi wa TIC kutia sahihi.

Nawasilisha.

Gilbert J. Mbowe
**KAIMU MKURUGENZI
HALMASHAURI YA MJI
TUNDUMA**

Nakala. Katibu Tawala(M),
Mkoa wa Songwe,
S.L.P 23,
MBOZI.

Kamishna wa Ardhi Msaidizi(M)
S.L.P 327
MBOZI-SONGWE

*OfisiyaMkurugenziwaMji, Tunduma S.L.P 73 Simu Na: 025 295 7388, Nukushi:025 295 7391,
BaruaPepe:td@tundumatc.go.tz, Tovuti:www.tundumatc.go.tz*