



THE UNITED REPUBLIC OF TANZANIA
PRIME MINISTER'S OFFICE
REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT
KIBAHA MUNICIPAL



24/03/2026

TANZANIA INVESTMENT AND SPECIAL ECONOMIC ZONES AUTHORITY
PLOT NO. 9A & B
SHABAAN ROBERT STREET
P.O BOX 938,
11410-DAR ES SALAAM.

RE: OWNERSHIP OF LAND ON PLOTS NO. 75&76 BLOCK 'J' SITUATED AT
MISUGUSUGU IN KIBAHA MUNICIPAL COUNCIL.

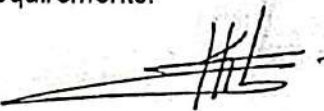
The heading above refers

2. The above-mentioned plot was formerly owned by ELIDADI FLIKLEY MACHA of P.O.BOX 30101 KIBAHA PWANI as surveyed land and now as it stands the property has been sold to U FRESH FOOD LIMITED of P.O. Box 30880 KIBAHA PWANI as per Sales Agreements and survey request and survey Plan No. E'354/107 with Reg. 51435 Owns 75&76 Block 'J' MISUGUSUGU.

3. The land bares and designated for the use of INDUSTRY as planning requirement and that there is no any dispute arose and filed in our office over the said plot in current.

4. Since this company stands as a foreign company, with regards to the requirement of law as far as ownership of land is concerned, I hereby introduce this company to your good office in order fulfill those requirements.

Yours sincerely,


Kennedy T. Mpandaji
(Authorised Land Officer)
FOR: TOWN DIRECTOR
KIBAHA TOWN COUNCIL

**MKURUGENZI WA MANISPAA
MASHAURI YA MANISPAA YA KIBAHA**

CC.
MUNICIPAL DIRECTOR
KIBAHA MUNICIPAL COUNCIL
P.O.BOX 33223
DAR ES SALAAM,

U FRESH FOOD LIMITED
P. O. Box 30880
KIBAHA PWANI.



THE UNITED REPUBLIC OF TANZANIA
PRIME MINISTER'S OFFICE
REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT
KIBAHA MUNICIPAL



24/03/2026

TANZANIA INVESTMENT AND SPECIAL ECONOMIC ZONES AUTHORITY
PLOT NO. 9A & B
SHABAAN ROBERT STREET
P.O BOX 938,
11410-DAR ES SALAAM.

**RE: OWNERSHIP OF LAND ON PLOTS NO. 103 BLOCK 'B' SITUATED AT
MISUGUSUGU IN KIBAHA MUNICIPAL COUNCIL.**

The heading above refers

2. The above-mentioned plot was formerly owned by **AMINI ALENGWA LEMA** of P.O.BOX 7086 DAR ES SALAAM as unsurveyed land and now as it stands the property has been sold to **U FRESH FOOD LIMITED** of P.O. Box 30880 KIBAHA PWANI as per Sales Agreements and survey request and survey Plan No. E'354/1519 with Reg. 220264 Owns 103 Block 'B' MISUGUSUGU.

3. The land bares and designated for the use of **INDUSTRY** as planning requirement and that there is no any dispute arose and filed in our office over the said plot in current.

4. Since this company stands as a foreign company, with regards to the requirement of law as far as ownership of land is concerned, I hereby introduce this company to your good office in order fulfill those requirements.

Yours sincerely,

Kennedy T. Mpanduji
(Authorised Land Officer) **Kny:MKURUGENZI WA MANISPAA**
FOR: TOWN DIRECTOR M. M. SHAIKU YA MANISPAA YA KIBAHA
KIBAHA TOWN COUNCIL

CC.
MUNICIPAL DIRECTOR
KIBAHA MUNICIPAL COUNCIL
P.O.BOX 33223
DAR ES SALAAM,

U FRESH FOOD LIMITED
P. O. Box 30880
KIBAHA PWANI.

Dated this 22nd day of December, 2025

THE LAND ACT (CAP 113 RE 2002)

AND

THE LAND REGISTRATION ACT
(CAP. 334 R.E 2002)

AGREEMENT FOR SALE OF LAND

POTS NUMBER 75 -76 BLOCKCONSTITUTING 14.851

HACTORES AT MISUGUSUGU KIBAHA DISTRICT PWANI REGION


BETWEEN

ELIDADI FLIKLEY MACHA

AND

U FRESH FOOD LIMITED

DRAWN BY:
IPC Legal Advocates,
6th Floor, Rear Wing,
PSSSF Plaza,
Kenyatta Road,
P.O.Box 1629, Mwanza.
Web. www.ipclegal.co.tz
Email. info@ipclegal.co.tz



THIS AGREEMENT is made as of the 22nd day of December, 2025

BETWEEN

ELIDADI FLIKLEY MACHA of P.O.Box 30101 Kibaha Pwani (hereinafter referred to as 'the vendor') which expression shall where the context so permits include the successors and heirs in title on the one part

AND

U FRESH FOOD LIMITED a limited liability company incorporated in the United REPUBLIC OF Tanzania under the Company's Act CAP 212 of 2002 of P.O.Box 14004 DAR ES SALAAM (hereinafter referred to as 'the purchaser') which expression shall where the context so permits include the successors and assigns in title on the other part

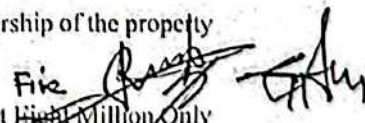
WHEREAS:

- A. The vendor is the owner of all Land known as Plots number 75 and 76 Blockconstituting 14.851 Hactores equivalent to 37.1275 Acres located at Misugusugu Kibaha Pwani dully surveyed as farms with Survey Plan Number 51435 but yet to be allocated (in this agreement together with the fixtures, erections and improvements shall collectively be referred to as "the property")
 - a. The Vendor is desirous and willing to sell the property to the purchaser and the purchaser is desirous and willing to buy the property at the price and on the terms set out below for investment purposes with view that the said property redesigned for industrial use and allocated to Tanzania Investment and Special Economic Zones Agency (TISEZA) who shall subsequently lease to the same to the purchaser

NOW WHEREFORE IN CONSIDERATION of the mutual covenants and agreements hereinafter set-forth and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Upon and subject to the terms and conditions of this agreement, the vendor as legal and beneficial owner hereby sells to the Purchaser and the Purchaser purchases and acquires the property from the Vendor for investment purpose at the price set out herein below.
2. The interest sold in the property is the vendor's right of ownership of the property from the Government of the united Republic of Tanzania
3. The purchase price of the property is Tanzania Shillings Four Eight Million Only (Tshs 45,000,000/-) per acre constituting the Total of Tshs 1,670,737,500/- for the 14.851 Hectares or 37.1275 Acres



Five Million Only 

4. On the date of signing this agreement and subject to the Local Authority Leaders signing proof of ownership of the property - SHAHADA YA KUMILIKI ARDHI - the purchaser shall pay to the vendor 50% of the purchase price equivalent to Tshs 835,368,750/- and the remaining 50% in the tune of Tshs 835,368,750/- shall be paid upon issuance of Registered Title deeds of the property redesigned in clause 5 herein below for Industrial use to Tanzania Investment and Special Economic Zones Authority
5. The property sold is surveyed for farm use. The Vendor, subject to the purchaser paying all required fees, undertakes to facilitate the redesigning of the property from farm use to Industrial use prior to payment of the Second installment. In the event the change of use from the farm to Industrial is not approved by the Government, this agreement shall terminate and the Vendor shall forthwith refund the first installment of Tshs 835,368,750/- received from the Purchaser in clause 4 above
6. Upon payment of the 1st Installment in clause 4 above, the vendor shall transfer ownership on the property to enable resurvey and allocation to TISEZA. In this regard the vendor to do all necessary steps as required under the law to ensure acquisition through TISEZA is completed
7. The purchaser shall pay the Vendor both installments of the purchase price as agreed in clauses 3 and 4 above through the vendor's bank account whose details is as herein-below

For purposes of this clause the Vendors account is:

Name: ELIDADI FLIKLEY MACHA
A/N: 080101000318
Bank details: NBC
Branch: KIBAHIA

8. The property sold is neither mortgaged nor encumbered in whatever form and the Vendor declares and states that the property is sold free from any mortgages, charges, or any other security interests, restrictions, cautions, overriding interests, inhabitations, equities, quasi- easements, rights of light and all other encumbrances whatsoever.
9. Any land rent and property tax as of the date of signing this agreement and Capital Gain Tax shall be to the vendor's account while Stamp duty, approval fee, fee for obtaining Title under Tanzania Investment and Special Economic Zones Authority and the subsequent Derivative Right thereof shall be for the account of the purchaser.
10. The vendor hereby irrevocably and unconditionally represents, warrants and confirms that:



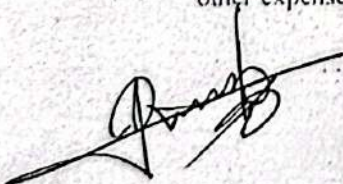
- (a) There is no dispute in respect of the property, access to the property or its boundaries with the owners of the adjoining properties
- (b) The property was not used for any public purposes and has not been set aside for any public purpose or to provide any public utilities
- (c) The vendor is the sole legal and beneficial owner of the property the Vendor acquired from the Customary owners and the vendors hereby hands over to the Purchaser the original sale agreements from the Customary owners
- (d) There is no ground or circumstances by virtue of which the sale of the property by the Vendor to the Purchaser can be revoked, cancelled and/or rejected
- (e) No person has raised any claim or disputed the validity of the grant of the property to the Vendor and/or the right of any person to occupy and develop the property; and
- (f) No person has raised any claim or dispute against the Vendor the success of which entitles the claimant to proceed against the property

11. The Vendor hereby unconditionally and irrevocably confirms and warrants that all the terms and conditions affecting the property have been complied with and that neither the vendor nor any other person has breached any of the said terms and conditions affecting the property and the Vendor hereby further irrevocably and unconditionally warrants and confirms that he will continue to comply with all the said terms and conditions affecting the property until the date titles are issued to Tanzania Investment and Special Economic Zones Agency and the latter issues Derivative right in favour of the purchaser. The Vendor confirms and warrants further that no person other than the Vendor has any right or title to the property and the property has not been and will not be allocated to any other person

12. Without prejudice to any of the purchaser's other rights under this agreement, if it comes to the knowledge of the Purchaser prior to the payment of the 2nd installment that any fact is inconsistent with the warranty given by the vendor pursuant to the provisions of clauses 10 and 11 above or which may cause the said warranties to be untrue, misleading or breached, the Purchaser shall be entitled to rescind this agreement and upon rescission the Vendor hereby agrees to reinstate the purchaser to original position including but not limited to refund of the first instalment in clause 4 above.

13. Under no circumstances shall either party make any public disclosure about the transaction prior to the date title deed on the 2nd piece of land is issued to Tanzania Investment Centre unless that disclosure is legally mandated

14. The Vendor hereby undertakes to indemnify and keep indemnified the Purchaser against all actions, claims, proceedings, costs and damages and legal costs and other expenses arising out of any breach of the warranties given by the Vendor

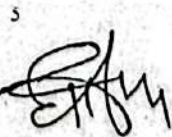


pursuant to the provisions of this agreement or out of any claim by a third party based on any facts which if sustained constitutes such a breach.

15. This agreement is limited to the purchase of the property as set forth in this agreement and the Purchaser assumes NO liabilities of whatsoever form against the Vendor.
16. Any condition of this agreement which is capable of being performed after but which has not been performed at or before the Vendor issues titles of the property to Tanzania Investment and Special Economic Zones Authority and all warranties and indemnities contained in or entered pursuant to this agreement shall remain in full force and effect notwithstanding the closure of the agreement.
17. This agreement shall be governed by and, construed under and in accordance with the provisions of the Laws of the United Republic of Tanzania.
18. Dispute resolution clause: In the event of any dispute, claim, question or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of 30 days, then upon notice by either party to the other, all disputes, claim, question or disagreement shall be determined under the laws and by the court of competent jurisdiction in the United Republic of Tanzania.
19. In the event any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provisions. This agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it.
20. No agreement varying, adding to, deleting from or cancelling this agreement and no waiver whether specifically, implicit or by conduct of any right to enforce any term of this agreement, shall be effective unless reduced into writing and signed by or on behalf of the parties.
21. No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.


IN WITNESS WHEREOF this agreement is hereby dully executed and sealed by the parties hereto as of the day and year first hereinbefore written



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THE VENDOR

SIGNED and DELIVERED at KIBAHIA PWANI by the said)
ELIDADLEFKLEY MAGHA who is known to me/identified)
to me by Juan Yang Cho the latter being known)
to me this 25th day of December, 2025)



VENDOR

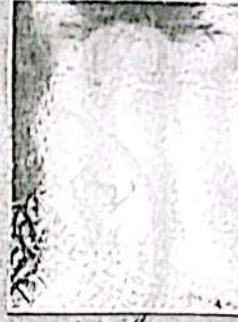
Before:
Signature

Name

Address

Designation


.....
Justina Angel
.....
Box 1629, Mwanza
.....
Advocate



THE PURCHASER

SEALED with the COMMON SEAL of the said)
U FRESH FOOD LIMITED)
and DELIVERED at KIBAHIA PWANI in our presence)
this 25th day of December, 2025)


SEAL

Signature

Name

Address

Designation


.....
JINSONG CHEN
.....
P.O. Box 14004 DSM
.....
DIRECTOR



Signature

Name

Address

Designation

陈金松
.....
JINSONG CHEN
.....
P.O. Box 14004 DSM
.....
DIRECTOR

Dated this 17th day of January , 2026

THE LAND ACT (CAP 113 RE 2002)

AND

THE LAND REGISTRATION ACT
(CAP. 334 R.E 2002)

AGREEMENT FOR SALE OF UNSURVEYED LAND
CONSTITUTING 14.6 ACRES LOCATED AT SAENI AREA,
MISUGUSUGU, KIBAHA PWANI REGION

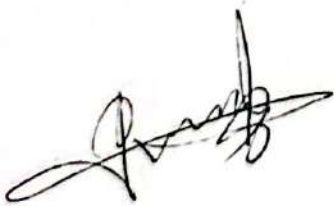
BETWEEN

AMINI ALEWANGWA LEMA

AND

U FRESH FOOD LIMITED

DRAWN BY:
IPC Legal Advocates,
6th Floor, Rear Wing,
PSSSF Plaza,
Kenyatta Road,
P.O.Box 1629, Mwanza.
Web. www.ipclegal.co.tz
Email. info@ipclegal.co.tz



THIS AGREEMENT is made as of the^{17th}.....day of ~~January~~^{January}, 2026

BETWEEN

AMINI ALEWANGWA LEMA of P.O.Box 7086 DAR-ES-SALAAM (hereinafter referred to as 'the vendor') which expression shall where the context so permits include the successors and heirs in title on the one part

AND

U FRESH FOOD LIMITED a limited liability company incorporated in the United Republic of Tanzania under the Company's Act CAP 212 of 2002 of P.O.Box 30880 KIBAHA PWANI (hereinafter referred to as 'the purchaser') which expression shall where the context so permits include the successors and assigns in title on the other part


WHEREAS:

- A. The vendor is the owner of un-surveyed land constituting 14.6 acres located at SAENI area, Misugusugu Kibaha Pwani as evidenced in SHAHADA YA KUMILIKI ARDHI signed by the Local Leaders to be read together with this agreement as one together with the fixtures and improvements erected and maintained thereon (the piece of land together with the fixtures, erections and improvements shall hereinafter be referred to as ' the property')
- B. The Vendor is desirous and willing to sell the property to the purchaser and the purchaser is desirous and willing to buy the property at the price and on the terms set out below for investment purposes with view that the said property shall be planned, surveyed and allocated to Tanzania Investment and Special Economic Zones Authority (TISEZA) who shall subsequently lease to the purchaser

NOW WHEREFORE IN CONSIDERATION of the mutual covenants and agreements hereinafter set-forth and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Upon and subject to the terms and conditions of this agreement, the vendor as legal and beneficial owner hereby sells to the Purchaser and the Purchaser purchases and acquires the property from the Vendor for Investment purpose at the price set out below.
2. The interest sold in the property is the vendor's right of ownership of the property from the Government of the united Republic of Tanzania
3. The purchase price of the property is Tanzania Shillings Thirty Five Million per acre the Total Price being Tshs 511,000,000 for 14.6 acres.
4. The purchaser agrees to pay the Vendor the purchase price in Two installments of Tshs 255,500,000 each. The first installment shall be paid upon signing this

agreement and the remaining Tshs 255,500,000 on obtaining Land Form Number 1 from the Ministry of Lands

5. The Vendor authorizes the Purchaser to pay both installments via the Vendors Wife bank account number 23310004784 in the name of THEODORA M/THEW LEMA maintained with NMB A 
6. Upon payment of the first installment in clause 4 above, the vendor shall transfer ownership on the property to the purchaser and the purchaser shall, therefrom, be the legal owner with rights to planning, surveying, acquiring title from the government as per the Investment law and developing the property in line with the Purchaser's intended business purposes
7. The property sold is neither mortgaged nor encumbered in whatever form and the Vendor declares and states that the property is sold free from any mortgages, charges, or any other security interests, restrictions, cautions, overriding interests, inhabitations, equities, quasi- easements, customary use, right of cemeteries, rights of light and all other encumbrances whatsoever. Should there arise any third party claim as a result of the Vendor's breach of this clause and/or clause 8 herein below, the Vendor shall refund to the purchaser the Purchase price together with 20% of the purchase price as compensation
8. The vendor hereby irrevocably and unconditionally represents, warrants and confirms that:
 - (a) There is no dispute in respect of the property, access to the property or its boundaries with the owners of the adjoining properties
 - (b) The property was not used for any public purposes and has not been set aside for any public purpose or to provide any public utilities
 - (c) The vendor is the sole legal and beneficial owner of the property
 - (d) There is no ground or circumstances by virtue of which the sale of the property by the Vendor to the Purchaser can be revoked, cancelled and/or rejected
 - (e) No person has raised any claim or disputed the validity of the ownership of the property by the Vendor and/or the right of any person to occupy and develop the property; and
 - (f) No person has raised any claim or dispute against the Vendor the success of which entitles the claimant to proceed against the property
9. The Vendor hereby unconditionally and irrevocably confirms and warrants that all the terms and conditions affecting the property have been complied with and



that neither the vendor nor any other person has breached any of the said terms and conditions affecting the property and the Vendor hereby further irrevocably and unconditionally warrants and confirms that he will continue to comply with all the said terms and conditions affecting the property until the date the property is planned, surveyed and titles are issued to Tanzania Investment Centre and the latter issues Derivative right in favour of the purchaser. The Vendor confirms and warrants further that no person other than the Vendor has any right or title to the property and the property has not been and will not be allocated to any other person except as per this agreement

10. Under no circumstances shall either party make any public disclosure about this transaction unless that disclosure is legally mandated
11. The Vendor hereby undertakes to indemnify and keep indemnified the Purchaser against all actions, claims, proceedings, costs and damages and legal costs and other expenses arising out of any breach of the warranties given by the Vendor pursuant to the provisions of this agreement or out of any claim by a third party based on any facts which if sustained constitutes such a breach.
12. This agreement is limited to the purchase of the property as set forth in this agreement and the Purchaser assumes NO liabilities of whatsoever form against the Vendor
13. Any condition of this agreement which is capable of being performed after but which has not been performed at or before the property is planned, Surveyed and titles granted to Tanzania Investment Centre and all warranties and indemnities contained in or entered pursuant to this agreement shall remain in full force and effect notwithstanding the closure of the agreement
14. This agreement shall be governed by and construed under and in accordance with the provisions of the Laws of the United Republic of Tanzania
15. Dispute resolution clause: In the event of any dispute, claim, question or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of 30 days, then upon notice by either party to the other, all disputes, claim, question or disagreement shall be determined under the laws and by the court of competent jurisdiction in the United Republic of Tanzania
16. In the event any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provisions. This agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it



17. No agreement varying, adding to, deleting from or cancelling this agreement and no waiver whether specifically, implicit or by conduct of any right to enforce any term of this agreement, shall be effective unless reduced into writing and signed by or on behalf of the parties.

18. No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future

IN WITNESS WHEREOF this agreement is hereby dully executed and sealed by the parties hereto as of the day and year first hereinbefore written

THE VENDOR

SIGNED and DELIVERED at KIBAHA by the said)
AMINI ALEWANGWA LEMA who is known to)
me/identified to me by NITA 1997 (22.5.16104400016, the latter)
being known to me this^{17th}..... day of January, 2026)

Before:
Signature :
Name : Justades Angelo
Address : Box 1629 Mwanza
Designation : Advocate



THE PURCHASER

SEALED with the COMMON SEAL of the said)
U FRESH FOOD LIMITED)
and DELIVERED at KIBAHA in our presence)
this...17th... day of ...January,....., 2026)

SEAL

Signature :

Name : JIAN YONG CHEN

Address : P.O. BOX 14004 DSM

Designation : DIRECTOR

Signature :

Name : JINSONG CHEN

Address : P.O. BOX 30880 KIBAHA

Designation : DIRECTOR