

Sale Agreement

销售合同

Agreement NO: TSEK20240808001

合同编号: TSEK20240808001

Party A (the Allocator) MASASI TOWN COUNCIL

甲方（出卖方）：马萨西镇议会

Address: P.O.Box 447 MASASI TOWN COUNCIL Mtwara Region

住所：姆特瓦拉省马萨西

Authorized representative: REUBEN S. JICHABU

授权代表：

Postbox: 447

邮箱：info@masasitc.go.Tz

Party B (the buyer): ER-KANG TANZANIA COMPANY LIMITED

乙方（买受方）：尔康坦桑尼亚有限公司

Address: Dar es Salaam

住所：达累斯萨拉姆

Authorized Representative: Xueyun Wu

授权代表：吴雪云

Postbox: 31191

邮箱：ektanzaniacoltd@gmail.com

Party B intends to invest in Mtwara Region, Masasi Town, in Tanzania. On the principle of equality, mutual benefit, honesty and credibility, party A and Party B voluntarily sign this agreement on the allocation of land from Party A through negotiation.

After the completion of payments, other procedures of land occupancy ownership will be carried out according to the Law of Tanzania country through Tanzania Investment Centre (TIC).

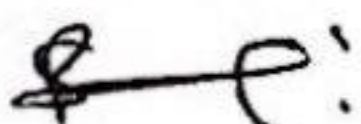
乙方有意在坦桑尼亚姆特瓦拉省马萨西进行投资。甲、乙双方本着平等互利、诚实信用的原则，经协商一致，自愿就乙方向甲方租赁土地是用权等相关事宜签署本合同。

1. BASIC INFORMATION OF THE PROJECT LAND

项目用地基本情况

Party B intends to be allocated the land in the Masassi Town Council Government in Tanzania to invest in the acquisition of agricultural products, and Party A agrees to allocate 152,219 square meters of industrial land managed by it according to law to Party B as the project land. Specific plot location information is as follows (see the attached red line diagram for details): Plot NO.1461-1468、1460、1477-1482 block B Mtandi area, Masasi urban area Mtwara Region.

乙方拟在坦桑尼亚马萨西市政府依法购买土地使用权，投资农产品收购加工贸易项目，甲方同意将其依法管理的 152,219 平方米的工业用地的使用权出售给乙方作为项目之用。具体地块位置信息如下（详见附后红线图）：





马萨西市区姆特瓦拉区 b 区马坦迪区 1461-1468、1460、1477-1482 号地块。

2. LAND PRICE AND ITS PAYMENT METHOD

土地价款及其支付方式

2.1 Both parties unanimously confirm that the allocation price of the aforementioned land is calculated at TZS 6,000 per square meter, with a total price of TZS 913,314,000.

双方一致确认，上述土地使用权售价按照每平方米 6,000 坦先令计算，总计价款为 913,314,000 坦先令。

2.2 After the signing of this agreement, Party B shall pay the total land amount of TZS 913,314,000 to Party A's designated bank account by Bank Transfer. Party A shall deliver the land certificate (Including occupancy rights and derivative rights) through Tanzania Investment Centre (TIC) to Party B within one month from the date of completion of the payment by Party B.

本合同签署后，乙方应以银行转账的方式将全部土地使用权价款即 913,314,000 坦先令，支付至甲方指定银行账户，甲方于乙方支付完成日起一个月内向乙方交付土地证（包括入住权和衍生权）。

2.3 According to Party A's evaluation report on the existing buildings and other ancillary facilities of the slaughterhouse on the above land, the parties unanimously confirm that the total price of the existing buildings and other ancillary facilities is TZS 77,000,000. After the signing of this MoU, Party B shall pay to Party A's designated bank account by bank transfer. Meanwhile, except for the slaughterhouse, Party B shall not be required to pay any compensation fees to any third party for the acquisition of the aforementioned land. In the event of similar situations, the relevant expenses shall be borne by Party A.

根据甲方对上述土地上屠宰场现有建筑物及其他附属设施的评估报告，双方一致确认，现有建筑物及其他附属设施总价款为 77,000,000 坦先令，本合同签署后，乙方以银行转账的方式支付至甲方指定银行账户；同时，除该屠宰场外，乙方购买上述土地无需再向任何第三方支付任何补偿费用。如有类似情形，相关费用将由甲方承担。

2.4 In addition to the aforementioned expenses, Party B shall pay the statutory fees of the land every year as it will be shown in the title deed.

除上述费用外，乙方需自行缴纳使用土地过程中法定由乙方缴纳的土地税费。

3. CONDITIONS AND TERM OF LAND DELIVERY

土地交付条件及期限

3.1 Party A undertakes to deliver all of the land to Party B after allocation of land and completion of payments.

甲方承诺在 2024 年 8 月 8 日前向乙方交付全部土地；

3.2 Party A shall meet the following conditions when delivering the land:

甲方在交付土地时，应达到以下条件：

(1) The water and electricity supporting facilities are nearby the allocated plots to facilitate part B's to lay the pipeline interface to the plots, which can meet Party B's project construction and production and operation needs;

水、电配套设施齐备，管道接口铺设至乙方地块红线处，可以满足乙方项目施工和生产经营需要；





4. RIGHTS AND OBLIGATIONS OF PARTY A

甲方的权利和义务

4.1 Party A undertakes that: the ownership of the land is clear and undisputed, party A has performed the approval procedures required for the allocation of the land according to law, and has the complete legal right to allocate the land on behalf of the land owner. If party B's exercise of all rights as the assigned land is hindered due to any ownership dispute or rights or procedural defects, Party A shall solve the dispute within a reasonable time and reasonably compensate Party B for any losses caused thereby.

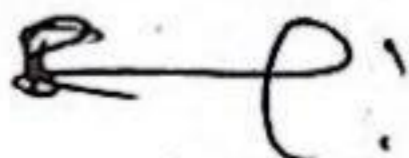
甲方承诺：上述土地权属清晰无争议，甲方已经依法履行出售上述土地使用权所需的审批程序，具有代表土地所有人出售上述土地的完整的合法权利。如因任何权属纠纷或权利、程序瑕疵致使乙方作为土地购买人的各项权利行使受到阻碍时，甲方应在合理的期限内予以解决，并就乙方因此所受到的损失予以合理赔偿。

4.2 Party A undertakes that it will provide Party B with the following preferential policies and services:

甲方承诺：将为乙方提供如下优惠政策及服务：

(1) Party B shall enjoy all the preferential policies of the national, provincial (state), county and industrial park in Tanzania, and Party A shall assist Party B to handle the relevant procedures required to enjoy the preferential policies.

乙方享受坦桑尼亚国家及省（州）县和园区的全部优惠政策，并由甲方协助乙方办理享受优惠政策所需的相关手续。



(2) Party A will provide policy support and guidance for Party B's project construction, coordinate with government functional departments of industry and commerce, taxation, fire protection, environmental protection and construction, and assist and guide Party B in project construction application, government approval, application for qualifications and certificates and other matters.

甲方将为乙方项目建设提供政策支持和引导,协调工商、税务、消防、环保、建设等政府职能部门,协助、指导乙方办理项目报建、政府许可审批、资质证照申领等事项。

(3) Party A shall coordinate with water, electricity, network, communication and other related service suppliers to ensure that Party B reaches a service agreement with it at the most preferential price and ensure the smooth progress of Party B's early construction and later production.

甲方将协调水、电、网络、通讯等相关服务供应商,确保乙方以最优惠价格与之达成服务协议,保障乙方前期建设和后期生产顺利进行。

(4) Party A shall actively coordinate the relationship between Party B and surrounding communities, village groups and residents, timely mediate and handle the conflicts and disputes between Party B and surrounding village groups and villagers, and maintain the normal production and operation order and legitimate rights and interests of Party B.

甲方将积极协调乙方与周边社区、村组及居民的关系,及时调解处理乙方与周边村组、村民的矛盾纠纷,维护乙方正常的生产经营秩序和合法权益。

(5) Party A is obliged to assist Party B in applying for the derivative rights of occupancy of the land allocated according to the





law.

甲方有义务协助乙方依法申领所购买土地的长期入住权和衍生权等权利证书。

4.3 Party A is obliged to properly deal with the relocation of the slaughterhouse within one month after the completion of payments, and ensure the delivery of the land to Party B on time.

甲方有义务合同签订后一月内妥善处理完成上述土地范围内的屠宰场搬迁问题，确保按时向乙方交付土地。

5. PARTY B'S RIGHTS AND OBLIGATIONS

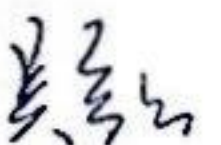

乙方的权利和义务

5.1 Party B shall pay the land price allocated and other amounts payable by Party B in full as agreed herein.

乙方应按本合同约定及时足额支付土地价款和其他应由乙方支付的款项。

5.2 After paying of the land price allocated, Party B shall have the right to occupy and derive the above land after being granted derivative right of occupancy according to the laws of Tanzania; Party B shall have the right to possess, use, manage and dispose of the above land, and obtain the corresponding income within the scope permitted by law. The term for which Party B enjoys the above rights is upon the discretion from Tanzania Investment Centre (TIC). Part A, though Regional Assistance Commissioner for Lands, will submit the prepared title deed of 99 years to TIC, who will grant Derivative Right of Occupancy under Certificate for Incentives to party B.

乙方付清土地价款后，依据坦桑尼亚法律，依法长期拥有对上述土地的占用权和衍生权；乙方有权依法占有、使用、管理和依法处置上述土地，并在法律允许的范围内获取相应的收益。乙方享有



上述权利的期限为 99 年。乙方享受上述权益的条款是经坦桑利亚投资中心 (TIC) 确认的。甲方将通过当地土地助理委员长向坦桑利亚投资中心提供准备好的该土地的 99 年地契 (TIC) 投资中心将依据优惠政策证书授权乙方该土地的使用权。

5.3 Party B shall consciously abide by the laws and policies of Tanzania, use the above land for project investment, production and operation, and have the right to adjust the investment projects and land use in time according to the changes in laws, policies and market.

乙方应自觉遵守坦桑尼亚的各项法律和政策，利用上述土地进行项目投资和生产经营，并有权根据法律、政策和市场的变化，对投资项目和土地用途适时进行调整。

5.4 Party B shall respect the folk customs and religious beliefs of Tanzania and get friendly with local communities, villages and residents; after the project is started, Party B shall provide employment opportunities for local residents as much as possible, abide by the relevant provisions of Tanzania Labor Laws and Social Security Law and protect the legitimate rights and interests of workers.

乙方应尊重坦桑尼亚的民俗习惯和宗教信仰，与当地社区、村组及居民友善相处；乙方项目投产后，将尽可能给当地居民提供就业机会，并遵守坦桑尼亚劳动法和社会保障法的相关规定，保障工人的合法权益。

6. CHANGE, TERMINATION AND RESCISSION OF THE AGREEMENT

合同的变更、终止与解除

6.1 This agreement may be changed upon mutual agreement, but it shall be in writing.

经双方协商一致，可以变更本合同，但应采用书面形式。

6.2 The performance of the agreement may be terminated in any of

the following circumstances and the termination shall be in writing:

本合同履行过程中出现下列情况之一时可以解除，解除合同应采取书面形式：

(1) Agreed upon by both parties through consultation;

经双方协商一致；

(2) If either party commits a serious breach of agreement as agreed herein, the other party may terminate this agreement according to law, provided that the other party shall notify the other party in writing within 28 working days . The breaching party shall be liable for breach of agreement and shall not be exempted from the termination of this agreement

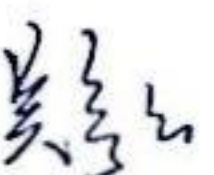
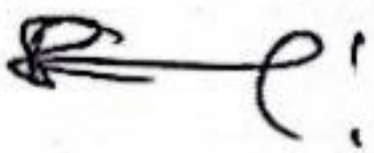
因一方发生本合同约定的严重违约行为，另一方可以依法解除本合同，但应提前 15 日以书面形式通知对方，违约方应承担的违约责任不因本合同的解除而免除。

7. RESPONSIBILITY OF BREACH

违约责任

7.1 After the signing of this agreement, neither party shall request to modify or terminate this agreement at will, except for statutory or agreed reasons. Otherwise, the party requesting modification or termination shall pay the liquidated damages which is 10% of the total land price to the other party. At the same time, the other party shall have the right to continue to perform or terminate this agreement.

本合同签署后，非因法定或约定事由，任何一方均不得随意要求变更或解除本合同；否则，要求变更或解除的一方应向对方支付土地总价款 10% 的违约金，同时，对方有权选择继续履行或是解除本合同。



7.2 If Party A fails to allocate the land to Party B in time, or Party A fails to resolve the issue within a reasonable time after Party B's written urging, Party B shall have the right to terminate this agreement and require Party A to return all paid amount and pay the liquidated damages which is 10% of the total land price.

如甲方无法及时向乙方交付土地及土地的权利证书，经乙方书面督促，甲方在合理期限内仍未解决时，乙方有权解除本合同，并要求甲方返还全部已付款项并按土地总价款的 10% 支付违约金。

7.3 In case of any other breach by either party, the non-breaching party shall have the right to require the breaching party to rectify or take remedial measures within a reasonable time, and shall have the right to require the breaching party to compensate for the losses caused to the non-breaching party. If the breaching party refuses to rectify or take remedial measures, the non-breaching party shall have the right to terminate the agreement and require the breaching party to pay the liquidated damages which is 10% of the total land price.

任何一方发生其他违约情形，守约方有权要求违约方在合理期限内予以纠正或采取补救措施，并有权要求违约方赔偿给守约方所造成的损失；违约方拒不纠正或采取补救措施的，守约方有权解除本合同，并要求违约方按土地总价款的 10% 支付违约金。

7.4 If the liquidated damages paid by the breaching party at the time of breach are insufficient to cover the losses suffered by the non-breaching party, the breaching party shall make up the insufficient part; At the same time, the reasonable expenses incurred by the non-breaching party in asserting its legitimate rights and interests (including but not limited to arbitration fees, appraisal fees, investigation and evidence collection fees, attorney agency fees, enforcement fees, etc.) shall be borne by the breaching party.





任何一方违约时所支付的违约金不足以弥补守约方因此所受的损失时，不足部分违约方应予以补足；同时，守约方为主张合法权益所支出的合理费用（包括但不限于仲裁费、鉴定评估费、调查取证费、律师代理费、执行费等）均应由违约方承担。

8. LAW APPLICATION AND DISPUTE RESOLUTION

法律适用和争议解决

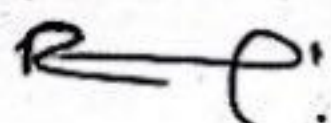
8.1 The parties agree that this Agreement shall be governed by Tanzanian laws; for the purposes of this Agreement, the Tanzanian laws under this Agreement shall mean the laws of Tanzania mainland.

双方一致同意，本协议适用坦桑尼亚法律；为本协议之目的，本协议项下的坦桑尼亚法律系指坦桑尼亚大陆（内地）法律。

8.2 All disputes arising from, or in connection with, this Agreement shall be settled by the parties through friendly negotiation. If no agreement can be reached through friendly negotiation, either party shall have the right to submit it to the arbitrator for arbitration in accordance with its arbitration rules of Tanzania or the city for arbitration shall be in Tanzania. The award shall be final and the arbitration result shall be binding on both parties.

因本协议引起的或与本协议有关的一切争议，各方应通过友好协商解决。如友好协商不成的，任何一方均有权提请坦桑尼亚经济贸易仲裁委员会按照其仲裁规则进行仲裁。该裁决应为最终裁决，仲裁结果对双方当事人均有约束力。

8.3 Both parties confirm that the correspondence / email address listed in the first page of the agreement is the written notice address of the other party, the court and the execution of the agreement during the performance of the agreement. Both parties shall notify the other party in writing or by E-mail within five days after the change of the



correspondence address.

双方确认本合同首页所列通信/邮件地址为其在履行本合同过程中接收对方、法院与本合同有关文件、违约及争议解决书面通知地址，双方通信地址发生变更应当在变更后的五日内以书面或者电子邮件的方式通知对方。

9. ANY OTHER BUSINESS

其他事项

9.1 The invalidation of a clause of this agreement does not void the whole agreement / or other clause of the agreement unless it is substantive, that is, the invalidity of such clause causes the failure of the purpose of the agreement.

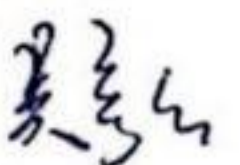
本合同某一条款被确认为无效，并不导致整个合同/或合同其他条款无效，除非该条款为实质性条款，即该条款的无效会导致合同目的不能实现。

9.2 For matters not covered herein, both parties may negotiate and sign a supplementary agreement separately. The supplementary agreement shall have the same legal effect as this agreement.

本合同未尽事宜，双方可另行协商签署补充协议，补充协议与本合同具有同等法律效力。

9.3 This agreement is made in quadruplicate, with each party holding two copies. It shall come into force upon signature and seal by the legal representatives or authorized agents of both parties. This agreement shall be written in both the Chinese and English language.

本合同一式四份，双方各执两份，经双方法定代表人或授权代理人签字盖章后生效。本合同同时以中文及英文撰写。



Party A (land allocator)

甲方：

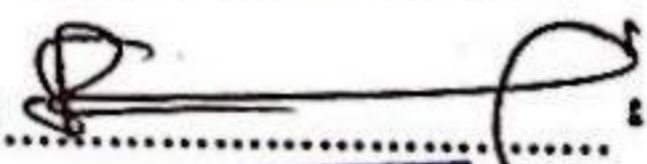
Masasi Town Council Authorized representatives:

Name: REUBEN S. JICHABU

Name: HASHIM H. NAMTUMBA

Position: TOWN DIRECTOR

Position: COUNCIL CHAIR PERSON

Signature.....

Signature.....



Date 09 AUG 2024

授权代表：

年 月 日

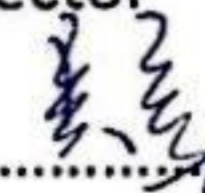
Party B (land allocatee):

乙方：

ER-KANG COMPANY LIMITED Authorized Representative:

Name: Xueyun Wu

Position: Director

Signature.....

Date..... 09 AUG 2024



授权代表：

2024年 08月 09日

