

THIS AGREEMENT is made as of the 24th day of March 2025

BETWEEN

KIGAMBONI INTERNATIONAL BUSINESS CENTER COMPANY LIMITED, a limited liability company incorporated and existing under the laws of the United Republic of Tanzania for purpose hereof of P O Box 36153, Dar es salaam, Tanzania (hereinafter called the '**Vendor**' which expression shall, where the context so requires, include his agents, assigns and successors in tittle of the one part); and

KINGMA TANZANIA INVESTMENT COMPANY LIMITED, a limited liability company incorporated and existing under the laws of the United Republic of Tanzania for purpose hereof of P O Box, Dar es salaam, Tanzania (hereinafter called the '**Purchaser**' which expression shall, where the context so requires, include his agents, assigns and successors in tittle of the one part)

WHEREAS:

(D) The Vendor is the Registered owner of the property under Plot No. P50024, under registered Plan No.DSMS0033665 Measuring 0.8129 HA (2 ACRES) **with coordinates of beacons No (Easting, Northings): TAREF11/UTM 37S (EPH782:543 153.34, 9 235 497.93, EPH799:543 174.38.91, 9 235 609.26, EPH800:543 178.41,.38, 9 235 606.36, EPH801: 543 205.03, 9 235 414.02, EPH806: 543 137.41, 9 235 412.16 Situated at Kigogo Street, Kisarawe II Ward, Kigamboni Municipality, Dar es salaam** together with improvements erected and maintained thereon (the said piece of land shall hereinafter together be referred to as '**Property**')

(E) The vendor is desirous of selling the said Property at the price and on the terms set out below and the Purchaser is desirous of purchasing the same.

(F) That the Property occupies an area **Measuring 2 Acres**

IT IS HEREBY AGREED AND DECLARED as follows:

11. Upon and subject to the terms and conditions of the Agreement, the Vendor as the legal owner hereby sell to the Purchaser and the Purchaser purchases and acquires the Property at the price set out below
12. The Purchaser hereby agrees to pay the Vendor the consideration to the tune of **Tanzania Shillings two Hundred Million (TZS 200,000,000/=)** only (hereinafter referred to as the '**Purchase price**') which will be payable upon completion of registration of the purchaser at TIC. The Vendor shall be fully responsible for registration of ownership of title from the Vendor to him and / or obtaining all regulatory approvals from the Tanzania Investment Center that are required in relation to ownership and development of the property.
13. That the Vendor undertakes to offer his maximum cooperation at all material times , during the registration process of the landed property subject to this agreement , until ownership of land passes to the Purchaser in accordance with the Law governing ownership of land
14. The Property is with vacant possession sold free from all mortgages, charges and other security interests, restrictions, cautions, inhibitions, equities, easements, quasi-easements, rights of light and way, overriding interests and all other encumbrances whatsoever.
15. The Vendor hereby irrevocably and unconditionally represent, warrant and confirm that: There is no dispute in respect of the Property, access to the Property or its boundaries with the owners of any adjoining properties; the Property was not used for any public purpose and has not been set aside for any public purpose or to provide any public utilities.



16. That there is no ground or circumstance by virtue of which the sale of the Property by the Vendor to the Purchaser can be revoked or cancelled.

17. No person has raised any claim or dispute the validity of the grant of the Property to the Vendor and / or the right of any person to occupy and develop the Property.

18. The Vendor hereby unconditionally and irrevocably confirm and warrant 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 warrant and confirm that they will continue to comply with the said terms and conditions affecting the Property until the completion date and that no person other than the Vendors has any right or tittle to the Property and the Property has not been and will not be allocated to any other person.

19. No agreement varying, adding to. Deleting from or cancelling this Agreement shall be effective unless reduced into writing and signed by or on behalf of the parties. No indulgence , extension of time , relaxation, latitude, failure or delayon 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.

20. The Laws of Tanzania shall govern this Agreement.

IN WITNESS WHEREOF this Agreement has been dully executed by the parties hereto as of the day and year first hereinbefore written

VENDOR

SIGNED AND SEALED and DELIVERED at Dar es salaam}



For and On Behalf of KIGAMBONI INTERNATIONAL }
}

BUSINESS CENTER COMPANY LIMITED }
}

Name: HUSSEIN A. HUSSEIN

Signature: [Signature]

Qualification: DIRECTOR

BEFORE ME:

Name: OTHMAN OMARY OTHMAN

Signature: [Signature]

Qualification: ADVOCATE/COMMISSIONER FOR OATHS

Date: 24/3/2025



PURCHASER:

SIGNED , SEALED and DELIVERED at Dar es salaam

For and On Behalf of KINGMA TANZANIA

INVESTMENT COMPANY LIMITED

Name:

Signature: 金培凯

Qualification: DIRECTOR }
}

BEFORE ME:

Name: OTHMAN OMARY OTHMAN

Signature: [Signature]

Qualification: ADVOCATE/COMMISSIONER FOR OATHS

Date: 24/3/2025



THIS AGREEMENT is made as of the 07th day of November 2025

BETWEEN

KIGAMBONI INTERNATIONAL BUSINESS CENTER COMPANY LIMITED, a limited liability company incorporated and existing under the laws of the United Republic of Tanzania for purpose hereof of P O Box 36153, Dar es salaam, Tanzania (hereinafter called the '**Vendor**' which expression shall, where the context so requires, include his agents, assigns and successors in title of the one part); and

KINGMA TANZANIA INVESTMENT COMPANY LIMITED, a limited liability company incorporated and existing under the laws of the United Republic of Tanzania for purpose hereof of P O Box, Dar es salaam, Tanzania (hereinafter called the '**Purchaser**' which expression shall, where the context so requires, include his agents, assigns and successors in title of the one part)

WHEREAS:

- A) The Vendor is the Registered owner of the property under Plot No. P50024, under registered Plan No.DSMS0033665 Measuring 0.8129 HA (2 ACRES) **with coordinates of beacons No (Easting, Northings): TAREF11/UTM 37S (EPH782:543 153.34, 9 235 497.93, EPH799:543 174.38.91, 9 235 609.26, EPH800:543 178.41,.38, 9 235 606.36, EPH801: 543 205.03, 9 235 414.02, EPH806: 543 137.41, 9 235 412.16 Situated at Kigogo Street, Kisarawe II Ward, Kigamboni Municipality, Dar es salaam** together with improvements erected and maintained thereon (the said piece of land shall hereinafter together be referred to as '**Property**')
- B) The vendor is desirous of selling the said Property at the price and on the terms set out below and the Purchaser is desirous of purchasing the same.

(C) That the Property occupies an area **Measuring 4 Acres**

IT IS HEREBY AGREED AND DECLARED as follows:

1. Upon and subject to the terms and conditions of the Agreement, the Vendor as the legal owner hereby sell to the Purchaser and the Purchaser purchases and acquires the Property at the price set out below
2. The Purchaser hereby agrees to pay the Vendor the consideration to the tune of **Tanzania Shillings Four Hundred Four Million Six Hundred thousand (TZS 404,600,000/=)** only (hereinafter referred to as **the 'Purchase price'**) The Vendor shall be fully responsible for registration of ownership of title from the Vendor to him and / or obtaining all regulatory approvals from the Tanzania Investment Center that are required in relation to ownership and development of the property.
3. That the Vendor undertakes to offer his maximum cooperation at all material times , during the registration process of the landed property subject to this agreement , until ownership of land passes to the Purchaser in accordance with the Law governing ownership of land
4. The Property is with vacant possession sold free from all mortgages, charges and other security interests, restrictions, cautions, inhibitions, equities, easements, quasi-easements, rights of light and way, overriding interests and all other encumbrances whatsoever.
5. The Vendor hereby irrevocably and unconditionally represent, warrant and confirm that: There is no dispute in respect of the Property, access to the Property or its boundaries with the owners of any adjoining properties; the Property was not used for any public purpose and has not been set aside for any public purpose or to provide any public utilities.

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6. That there is no ground or circumstance by virtue of which the sale of the Property by the Vendor to the Purchaser can be revoked or cancelled.
7. No person has raised any claim or dispute the validity of the grant of the Property to the Vendor and / or the right of any person to occupy and develop the Property.
8. The Vendor hereby unconditionally and irrevocably confirm and warrant 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 warrant and confirm that they will continue to comply with the said terms and conditions affecting the Property until the completion date and that no person other than the Vendors has any right or tittle to the Property and the Property has not been and will not be allocated to any other person.
9. No agreement varying, adding to. Deleting from or cancelling this Agreement shall be effective unless reduced into writing and signed by or on behalf of the parties. No indulgence , extension of time , relaxation, latitude, failure or delayon 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.
10. The Laws of Tanzania shall govern this Agreement.

IN WITNESS WHEREOF this Agreement has been dully executed by the parties hereto as of the day and year first hereinbefore written

VENDOR

SIGNED AND SEALED and DELIVERED at Dar es salaam}



For and On Behalf of KIGAMBONI INTERNATIONAL }
BUSINESS CENTER COMPANY LIMITED }

Name: HUSSEIN A. HUSSEIN

Signature: [Signature]

Qualification: DIRECTOR



BEFORE ME:

Name: OTHMAN OMARY OTHMAN

Signature: [Signature]

Qualification: ADVOCATE / COMMISSIONER

Date: 24/3/2023



PURCHASER:

SIGNED, SEALED and DELIVERED at Dar es salaam

For and On Behalf of KINGMA TANZANIA

INVESTMENT COMPANY LIMITED

Name: JIN LU KAI

Signature: [Signature]

Qualification: DIRECTOR }

BEFORE ME:

Name: OTHMAN OMARY OTHMAN

Signature: [Signature]

Qualification: ADVOCATE / COMMISSIONER

Date: 24/3/2023

