

AGREEMENT

FOR

**LAND ACQUISITION FOR INDUSTRIAL PARK
DEVELOPMENT**

BETWEEN

**Kibaha District COUNCIL ,
of P.O. Box 30153,
KIBAHA, COAST REGION**

AND

**Sino Dar Industrial Park Tanzania Limited, of P.O. Box
2754,
DAR ES SALAAM**



This agreement is hereby entered into on 12th AUGUST 2025

BETWEEN

Kibaha District Council, of P.O. Box 30153, Kibaha, Coast Region, (herein referred to as a "**COUNCIL**") of the one part;




AND

Sino Dar Industrial Park Tanzania Limited, a Company with Certificate of Incorporation No. 174527415 of P.O. Box 2754, Dar Es Salaam, (herein referred to as an "**INVESTOR**") of the other part.

WHEREAS, the COUNCIL is the local government authority under the president's office, the regional and local government authority, and the sole and absolute owner of the 625 acres located in Kwala, Coast Region.

WHEREAS the COUNCIL has planned and surveyed a **total of 252.93 Hectares located at Kwala area, Coast Region, Plot No. 2/2 and Plot No. 2/4, Block B**, within Kibaha District Council for investment purposes for construction of Industrial Park (herein referred to as a "**PROPERTY**") and the approved master plan and survey plan of 625 Acres shall form part of this Agreement.

AND WHEREAS it is agreed that the COUNCIL shall sell and the Investor shall acquire the said property for the sum of **Tanzania Shillings Seven Billion, Five Hundred and Eighty-Eight Million Only (TZS 7,588,000,000/=)** free of all encumbrances.



NOW THIS AGREEMENT OF SALE WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context admits otherwise:
- 1.1.1 **"Agreement"** means this Sale Agreement governing the sale of the Property (as defined herein above) by the COUNCIL and the purchase thereof by the Investor.
 - 1.1.2 **"Commissioner for Lands"** means the Commissioner for Lands, appointed by the President of the United Republic of Tanzania.
 - 1.1.3 **"Payment"** Means the agreed sums and their reimbursement regarding the purchase of the land as required under this agreement.
 - 1.1.4 **"Parties"** shall mean the signatories of this agreement as also specified in the preambles herein above as the Council and the Investor.
 - 1.1.5 **"The Property"** refers to the land located in the Kwala area, Coast Region, encompassing a total of 625 acres, specifically identified as Plot No. 2, Block B, and Plots No. 2/1 - 2/4 within Kibaha District Council.
 - 1.1.6 **"The Purchase Price"** shall mean Tanzania Shillings Seven Billion, Five Hundred and Eighty-Eight Million Only (TZS 7,588,000,000), payable by the Investor to the COUNCIL as consideration for the purchase of the Property.
 - 1.1.7 **"TZS"** means Tanzania Shillings.
 - 1.1.8 **"Warranties"** means the covenants, representations and warranties from the COUNCIL and Investor set out herein below and any other representations or warranties made by the COUNCIL and Investor in this Agreement or which have become terms of this Agreement and Warranty shall be construed accordingly.
- 1.2 Words importing the singular shall be construed as importing the plural and vice versa;
- 1.3 Words importing persons shall be construed as importing a corporate body and vice versa;



- 1.4 The headings of clauses do not form part of this Agreement and shall not be taken into account in its construction or interpretation; and
- 1.5 Any obligation on any party not to do or to omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done by any employee, agent or servant or advisor or any person authorized by that party.

2. DESCRIPTION OF THE PROPERTY

- 2.1. The PROPERTY subject to this Agreement is a parcel of land located in the Kwala area, Coast Region, Tanzania, measuring approximately 252.93 Hectares , registered under **Plot No. 2/2 and Plot No. 2/4, Block B, , Kibaha District Council.**
- 2.2. The PROPERTY is more popularly described in the registered Land Survey Plan No. RO 8553 and Town Plan NO 19/KBA/255/062021A annexed hereto as Annexure A which shall form part and parcel of this agreement.

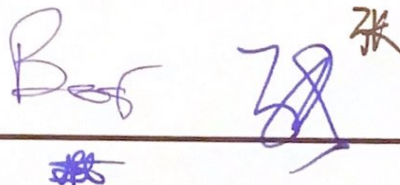
The COUNCIL warrants that it is the sole and absolute owner of THE PROPERTY and that the PROPERTY is free from any Encumbrances

3. EFFECTIVE DATE:

The Parties to this Agreement have mutually agreed that the effective date of this agreement shall be on the date of execution of this Agreement by both Parties.

4. TENURE

- 4.1. The Council hereby agrees to sell, transfer, and convey to the Investor, and the Investor hereby agrees to purchase and acquire the said Property for a tenure period of **ninety-nine (99) years**, commencing from the effective date of this Agreement. This tenure shall be granted subject to all covenants, conditions, restrictions, and obligations contained within this Agreement, as well as any applicable laws and regulations governing land tenure in Tanzania.

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- 4.2. Furthermore, the tenure granted to the Investor shall be subject to, and shall incorporate, all existing terms and conditions under which the Property was held by the Council prior to the execution of this Agreement. This includes, but is not limited to, any land use restrictions, environmental regulations, easements, rights of way, or any other encumbrances, licenses, or approvals associated with the Property.
- 4.3. The Investor acknowledges and agrees to comply fully with all such covenants, terms, and conditions throughout the tenure period. The Council warrants that it holds the Property free from any impediments that would prevent the lawful granting of such tenure to the Investor.
- 4.4. The ninety-nine (99) year tenure shall constitute a leasehold or equivalent right as recognized by the relevant Tanzanian land laws and shall entitle the Investor to exclusive possession, use, and enjoyment of the Property for the duration of the tenure, subject always to compliance with all applicable laws, regulations, and this Agreement.
- 4.5. Upon expiry of the ninety-nine (99) year leasehold tenure, the Investor shall be entitled to apply for a renewal of the leasehold title for a further term of Ninety -nine Years (99), in accordance with the applicable laws and procedures then in force. Provided that the Investor has complied with the terms of this Agreement and all relevant legal requirements, such renewal shall be favorably considered, subject to prevailing policies and any statutory conditions governing land tenure at the time of renewal.

5. CONSIDERATION AND MODE OF PAYMENT

- 5.1. The purchase price for the Property shall be Tanzania Shillings Seven Billion, Five Hundred and Eighty-Eight Million Only (TZS 7,588,000,000/=). The Investor agrees to pay a deposit equivalent to ten percent (10%) of the total purchase price within seven (7) calendar days from the date of signing





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this Agreement, through the Control Number issued by the relevant authority. The Control Number shall serve as the official payment reference issued by the authorized government body, and the Investor shall ensure that payment is made promptly and in full using the Control Number to facilitate the proper recording and acknowledgment of the transaction by the Council and the relevant authorities. The remaining ninety percent (90%) shall be paid in full within fourteen (14) calendar days from the date of payment of the first deposit, also through the Control Number system. In the event the Investor fails to pay the full amount within the stipulated periods, the Agreement shall be automatically revoked, unless otherwise agreed in writing by both parties.

- 5.2. Upon confirmation of receipt of each payment through the Control Number, the Council shall provide the Investor with an official receipt or acknowledgment evidencing full payment. The payments represent the entire consideration for the acquisition of the Property and must be completed in accordance with the terms of this Agreement to enable the smooth transfer of ownership and issuance of all necessary land documents.
- 5.3. The Council shall be solely responsible for the payment of applicable taxes, levies, duties, and charges arising from or in connection with the sale and transfer of the Property, including but not limited to Capital Gains Tax, land rent arrears (if any), and any other statutory charges payable by The Council as a Seller under the laws of the United Republic of Tanzania.
- 5.4. In the event that The Council claims or relies on any exemption from the payment of such taxes or duties, it shall be required to furnish the Investor with a valid written exemption certificate or ruling issued by the Tanzania Revenue Authority (TRA) or any other competent statutory authority prior to the completion of the transaction.

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- 5.5. Should such claimed exemption be denied, reversed, or challenged by the relevant authority at any time, resulting in the Investor being held liable or required to settle such taxes or any related penalties, The Council shall fully indemnify and hold harmless the Investor from and against all such liabilities, costs, losses, and expenses, including any interest or penalties that may be imposed.

6. INVESTMENT COMPLIANCE WITH TISEZA

6.1. Payment of TISEZA Facilitation Fee

The Investor shall be obligated to pay a facilitation fee equivalent to **ten percent (10%)** of the total purchase price to the Tanzania Investment and Special Economic Zones Authority (TISEZA). This facilitation fee shall be paid in one lump sum installment and is separate from the purchase price of the Property. The Investor agrees to make this payment promptly and in full as a prerequisite for the formal processing of the land acquisition and related investment approvals. The Council will provide the necessary documentation and guidance to the Investor to facilitate timely payment of this fee in accordance with TISEZA's policies and procedures. Payment of the facilitation fee ensures that the Investor qualifies for facilitation services and support provided by TISEZA during the project implementation.

6.2. Project Registration with Tanzania Investment and Special Economic Zones Authority

The Investor shall be required to formally register the investment project with the Tanzania Investment and Special Economic Zones Authority (TISEZA) within the timelines prescribed by the relevant regulations and guidelines. Registration with TISEZA is mandatory for the Investor to access and be eligible for both fiscal incentives, such as applicable tax holidays,

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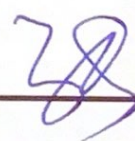
exemptions, or deductions, and non-fiscal incentives, including but not limited to advisory services, capacity building, and facilitation of permits and licenses. The Council agrees to assist the Investor in the registration process by providing any necessary documentation or information required by TISEZA to support the Investor's application and compliance.

7. SURRENDER OF DOCUMENTS

- 7.1. The Council hereby undertakes and agrees to surrender, transfer, and deliver to the Investor all original and valid land ownership documents, titles, certificates, and any other relevant documentation evidencing the Council's ownership and rights over the Property. Such a surrender of documents shall occur promptly upon the Investor's full settlement of all outstanding payments as stipulated under the terms of this Agreement, including the purchase price and any applicable fees or charges.
- 7.2. The Council warrants that the land documents to be surrendered are genuine, valid, and free from any encumbrances or third-party claims, except as expressly disclosed in this Agreement. The transfer of these documents shall be conducted in accordance with applicable laws and procedures to enable the Investor to obtain full legal ownership and control of the Property without undue delay or hindrance.
- 7.3. Upon the successful surrender of the original land documents and completion of all payments, the Investor shall be entitled to use the Derivative Title issued in respect of the Property. The Derivative Title shall serve as legal proof of the Investor's interest and rights in the Property and may be utilized by the Investor for various lawful transactions within the scope and mandate of the Investor's business operations.
- 7.4. Such transactions include all kinds of dispositions of interest in the property provided that all actions comply strictly with the terms and conditions









attached to the Derivative Title and any applicable laws and regulations. The Investor acknowledges that any use of the Derivative Title must adhere to the limitations and obligations imposed by the governing authorities and must not contravene the conditions set forth in this Agreement or any related land laws.

8. DUE DILIGENCE

- 8.1. The Investor shall have the unequivocal right, at their sole cost and expense, to undertake comprehensive inspections, investigations, and all necessary due diligence activities related to the Property prior to the completion of the purchase. Such due diligence may include, but shall not be limited to, physical inspections of the land, verification of title and ownership documents, assessment of land boundaries and survey plans, environmental impact assessments, and any investigations regarding zoning, land use restrictions, or regulatory compliance.
- 8.2. The Investor shall also be entitled to conduct searches and inquiries into the existence of any encumbrances, liens, mortgages, easements, disputes, claims, or any other encumbrances or legal matters affecting the Property, which may have an impact on the value, usability, or intended development of the Property.
- 8.3. Should the due diligence process uncover any material defects, unresolved disputes, encumbrances, or other substantial issues that materially affect the value, marketability, or suitability of the Property for the Investor's intended purpose, the Investor shall notify the Council in writing within a reasonable period specified by the Investor.
- 8.4. Upon such notification, the Investor shall have the right to immediately terminate the negotiations prior to the signing of the Agreement without incurring any penalties, liabilities, or obligations

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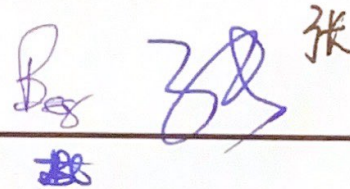
8.5. This due diligence clause is intended to protect the Investor's interests by ensuring transparency and full disclosure of any material issues relating to the Property prior to finalization of the transaction, and to facilitate an informed decision-making process. Both parties agree to cooperate and provide all necessary assistance to enable thorough due diligence investigations.

9. COOPERATION IN THE TRANSFER

9.1. The Council agrees and undertakes to exercise its best efforts and act in good faith to facilitate the lawful, timely, and efficient transfer of ownership and all proprietary interests in the Property to the Investor. This includes initiating, processing, and securing all necessary governmental and administrative consents, approvals, and authorizations required for the legal transfer of the Property.

9.2. Specifically, the Council shall take responsibility for initiating the application and pursuing the requisite consents from the Commissioner for Lands, the Tanzania Investment and Special Economic Zones Authority (TISEZA), and any other duly authorized government office or regulatory agency whose approval is legally necessary for the execution and finalization of the transfer process. The Council shall ensure that all procedural steps under the Land Act, the Village Land Act (if applicable), and relevant investment laws are complied with.

9.3. The Council shall collaborate closely with the Investor and provide full support and cooperation by furnishing all documentation, certifications, reports, and legal instruments necessary to process the transfer, including but not limited to the original title deed(s), land use plans, survey diagrams, consent to transfer, and any investment approval letters as may be required under the applicable legal framework.

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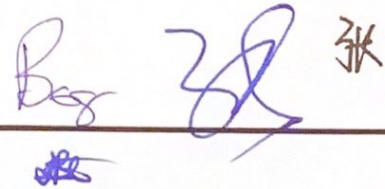
- 9.4. The Council further undertakes to engage with the relevant authorities to ensure that the transfer of the Property is not only legally valid but also free from delays, administrative bottlenecks, or procedural omissions. This includes making timely submissions, responding to official queries, and attending any meetings or inspections that may be required as part of the evaluation and approval process.
- 9.5. Until the transfer process is fully completed, the Council shall remain available to offer continuous assistance to ensure that all steps necessary for legal and regulatory compliance are fully satisfied. Both parties agree to act with due diligence and maintain open communication to resolve any unforeseen issues that may arise during the transfer process.
- 9.6. The Council confirms that it will not unreasonably withhold or delay its actions or approvals and will actively support the Investor in acquiring full legal ownership of the Property subject to the applicable laws and procedure, including facilitating the issuance of derivative titles or certificates of occupancy as applicable.

10. CONFIDENTIALITY

- 10.1. Both the Council and the Investor (hereinafter referred to collectively as "the Parties") acknowledge and agree that all information exchanged between them during the negotiation, execution, and performance of this Agreement, including but not limited to the terms and conditions herein, business strategies, technical data, pricing, proprietary plans, project intentions, correspondence, and any documentation marked or reasonably understood to be confidential, shall be treated as strictly confidential.
- 10.2. The Parties covenant that they shall not disclose, divulge, communicate, or otherwise make available any of the aforementioned confidential information, either directly or indirectly, to any third party without the prior written consent of the other Party, except where disclosure is:

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- 10.2.1. Required by applicable law, regulation, or court order;
- 10.2.2. Necessitated by any regulatory body or government authority in the course of lawful inspection or oversight;
- 10.2.3. Required for the purpose of enforcing the terms of this Agreement through legal means, in which case only the necessary portion of such information shall be disclosed and subject to confidentiality protection to the extent legally permissible.
- 10.2.4. Where disclosure is mandated under Clause 10.2, the disclosing Party shall, to the extent legally permissible, provide the other Party with prompt written notice of the requirement to disclose and shall cooperate in seeking a protective order or other appropriate remedy to safeguard the confidentiality of the information.
- 10.2.5. The Parties further agree to take all reasonable precautions, including instructing their employees, officers, agents, legal representatives, consultants, and affiliates to maintain the confidentiality of such information and not to use it for any purpose other than in connection with the execution and performance of this Agreement.
- 10.2.6. This obligation of confidentiality shall remain in force throughout the duration of this Agreement and shall continue to bind both Parties indefinitely, for so long as the Confidential Information retains its confidential nature, unless otherwise required by applicable law or expressly agreed in writing by both Parties.
- 10.2.7. The Parties agree that a breach of this confidentiality obligation may result in irreparable harm, and the non-breaching Party shall be entitled to seek injunctive relief, specific performance, or any other



equitable remedy in addition to any legal remedies available under applicable law.

11. INDEMNIFICATION

11.1. The Council hereby represents, warrants, and covenants that it is the legal and beneficial owner of the Property and that the said Property is free and clear from all forms of encumbrances, liens, third-party claims, disputes, legal proceedings, adverse interests, mortgages, charges, easements, or any other rights or liabilities, whether known or unknown, registered or unregistered, that could affect the Investor's quiet enjoyment, use, or legal ownership of the Property.

11.2. The Council further covenants that it has full right, authority, and capacity to sell, transfer, and convey title to the Property to the Investor, and that no consent, authorization, or approval (other than those expressly provided for in this Agreement) is required from any third party which would prevent or materially delay the performance of its obligations hereunder.

11.3. In the event that any claim, demand, loss, proceeding, dispute, or legal action is brought or threatened against the Investor arising directly or indirectly from:

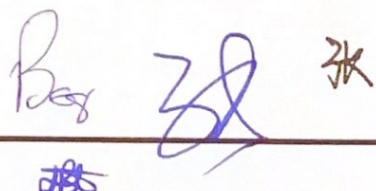
11.3.1. any misrepresentation, breach of warranty, or non-fulfillment of any covenant made by the Council under this Agreement;

11.3.2. any defect in the title or ownership of the Property;

11.3.3. any pre-existing encumbrance, charge, liability, or legal dispute affecting the Property;

11.3.4. any act or omission by the Council or its agents which compromises the Investor's rights under this Agreement,

the Council shall fully indemnify and hold harmless the Investor from and against all losses, damages, liabilities, costs, expenses, penalties, or claims



suffered or incurred, including reasonable attorney's fees and other costs of legal proceedings, whether incurred in litigation, arbitration, or administrative proceedings.

- 11.4. The obligation of indemnity under this clause shall extend to include all direct and indirect damages and any consequential loss suffered by the Investor as a result of any breach or defect in title, including but not limited to loss of investment opportunity, delay in development, or reputational harm.
- 11.5. In the event of any third-party claim arising after the execution of this Agreement, the Council agrees to cooperate fully with the Investor in investigating, contesting, or settling such claim and shall bear all costs of defense or resolution, including legal representation and settlement amounts, unless the claim arises from an act or omission on the part of the Investor.
- 11.6. This indemnity shall survive the execution, delivery, and completion of this Agreement and the transfer of the Property to the Investor and shall remain in force notwithstanding the termination or expiration of this Agreement.

12. ASSURANCE OF VACANT POSSESSION

- 12.1. The Council hereby undertakes and covenants that it shall deliver the Property to the Investor with full and undisputed vacant possession on the agreed Completion Date, as defined in this Agreement. For avoidance of doubt, "vacant possession" shall mean that the Property shall be physically unoccupied, free from any temporary or permanent structures, dwellings, or constructions erected by third parties, and not subject to any tenancy, leasehold, customary occupation, license to occupy, or adverse possession claims.

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- 12.2. The Council further confirms that, as of the date of completion of the sale, it shall have taken all necessary legal and administrative steps to ensure that the Property is free from occupation by squatters, licensees, unauthorized tenants, or any other individuals or entities claiming possession, use, or interest in the Property.
- 12.3. As an integral part of this Agreement of Sale, the Council assumes full and unconditional responsibility for identifying, notifying, and lawfully relocating any current occupants residing, operating, or otherwise present on the Property, whether with or without the Council's prior knowledge or consent. The Council undertakes to carry out such relocations in compliance with the applicable laws and regulations, including but not limited to provisions under the Land Act, Village Land Act, and the Land (Compensation Claims) Regulations of Tanzania.
- 12.4. The Council shall also bear, at its sole cost and expense, all financial liabilities, compensation, and administrative costs related to such relocation, including any resettlement allowances, transport, temporary accommodation, or any compensation lawfully due to occupants as a result of their removal from the Property.
- 12.5. The Council shall indemnify the Investor from and against any third-party claims, disputes, disturbances, legal proceedings, or administrative actions arising out of or relating to any failure to deliver the Property with vacant possession, including any demands made by prior occupants for compensation, re-entry, or restoration of possession.
- 12.6. The Council shall provide the Investor with documentary proof that all persons previously occupying the land have been relocated and/or have vacated voluntarily, and that no further claims or objections remain outstanding with regard to possession. Such documentary evidence may

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include but is not limited to, signed relocation agreements, compensation receipts, clearance certificates, and minutes of relevant public meetings confirming the absence of any occupation.

- 12.7. Delivery of vacant possession shall be a material condition precedent to the final registration of the Property in the name of the Investor, and any failure by the Council to fulfill this obligation shall constitute a fundamental breach of this Agreement, entitling the Investor to withhold final acceptance of the Property, defer registration, or pursue other remedies as stipulated under this Agreement or applicable law which may include but not be limited to claim of all and total refund of the purchase amount.

13. BREACH AND FAILURE TO PERFORM

- 13.1. In the event that either Party breaches any material term, condition, covenant, or obligation contained in this Agreement, including but not limited to failure to perform, delay in performance, or defective performance, the non-breaching Party shall issue a written notice specifying the nature of the breach and requiring the breaching Party to remedy the same within a period not exceeding fourteen (14) days from the date of receipt of the notice. Failure to pay the total contract amount within twenty on (21)days from the date of contract signing is not part of Article 13.

- 13.2. If the breaching Party fails to rectify or remedy the breach within the stipulated period, the aggrieved Party shall be entitled to pursue legal remedies, including but not limited to a demand for specific performance, restitution, damages, or any other relief as provided under the applicable laws of the United Republic of Tanzania.

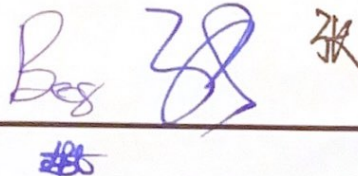
- 13.3. Any disagreement, controversy, or dispute arising out of or in connection with this Agreement, or the performance, breach, interpretation,

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termination, or enforcement thereof (hereinafter referred to as a "Dispute"), which cannot be resolved amicably through good faith negotiations within thirty (30) calendar days of the dispute arising, shall be submitted to a court of competent jurisdiction in the United Republic of Tanzania for determination.

- 13.4. The Parties hereby expressly agree and submit to the exclusive jurisdiction of the courts of Tanzania, and waive any objection to proceedings in such courts on the basis of venue or inconvenience of forum.
- 13.5. In the event of any such dispute, each Party shall bear its own legal costs and expenses, unless otherwise ordered by the court as part of its final decision or judgment.
- 13.6. Without prejudice to the above, if any of the conditions for sale, including but not limited, surrender of documents, or transfer of title, are not fulfilled by the Council within the timeframes agreed herein, the Investor shall have the right to terminate this Agreement upon written notice to The Council and TISEZA, and the Council shall be obligated to refund in full all sums paid by the Investor under this Agreement, without deduction within a period of 14 days from day of receipt of such notice
- 13.7. The termination of this Agreement under Clause 13.6 shall not affect the Investor's right to claim for any consequential or actual loss or damage suffered as a result of such breach or non-performance, and shall not prejudice any other rights or remedies available to the Investor under the law.

14. NOTICES

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All notices, requests, or other communications under this Agreement shall be made in writing at a 30 days' notices period unless otherwise provided herein, and shall be deemed to have been duly given when delivered personally, sent by registered or certified mail, or sent by unreturned email, to the parties at their respective addresses as set forth in this Agreement or at such other address as either party may specify in writing.

15. GOVERNING LAWS

- 15.1. This Agreement shall be interpreted, enforced, and governed in accordance with the laws of the United Republic of Tanzania, including but not limited to the Land Act, Cap. 113 R.E. 2019, the Law of Contract Act, Cap. 345 R.E. 2019, the Local Government (District Authorities) Act, and all other relevant legal and regulatory frameworks applicable to land transactions, investments, and contractual obligations within the jurisdiction of Tanzania.
- 15.2. All actions, obligations, and decisions undertaken by either Party in the performance and execution of this Agreement shall strictly conform to the legal and regulatory standards set forth in the governing statutes mentioned in Clause 15.1 above. This shall include compliance with requirements related to land ownership, land transfers, investment registration, taxation, and all procedures mandated by government authorities such as the Ministry of Lands, the Tanzania Investment and Special Economic Zones Authority (TISEZA), and any other competent authority.
- 15.3. In the event that any provision, term, or clause of this Agreement is found to be inconsistent, ambiguous, or in conflict with any mandatory provision of the laws of Tanzania, the prevailing legal statute or regulation shall take precedence and be deemed to override such conflicting provision. In such circumstances, the Parties shall, in good faith and without undue delay, take all necessary steps to revise, amend, or rectify the affected portion of this

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Agreement so as to ensure its full compliance with applicable legal standards, while preserving, to the extent possible, the original intent and mutual benefit of the Parties.

15.4. The Parties further acknowledge and agree that any legal interpretation, enforcement, or remedy sought under this Agreement shall be pursued before a court or tribunal of competent jurisdiction within Tanzania, and all disputes shall be resolved in accordance with the Tanzanian legal system.

15.5. To the extent permitted by applicable law, the Council hereby irrevocably and unconditionally waives any right of sovereign immunity (whether with respect to jurisdiction, enforcement, execution, or otherwise) in respect of:

(a) any legal proceedings, or other dispute resolution mechanisms arising out of or in connection with this Agreement; or

(b) any claim for indemnity brought by the Investor; or

(c) any enforcement or execution of judgment.

15.6. This waiver includes immunity from suit, from jurisdiction of any court, from execution upon any judgment, and from pre-judgment proceedings.

16. FORCE MAJEURE

16.1. Neither the Council nor the Investor shall be held liable or responsible for any failure or delay in fulfilling or performing any term, condition, obligation, or covenant of this Agreement if such failure or delay is caused by or results from causes beyond the reasonable control of the affected party. Such causes shall include but are not limited to: acts of God, floods, droughts, earthquakes, storms, pandemics or epidemics, war (whether declared or

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undeclared), acts of terrorism, civil unrest, rebellion, sabotage, governmental or administrative embargoes or restrictions, changes in laws or regulations, strikes, lockouts, industrial disturbances, power outages, or failure of public utilities or services.

- 16.2. In the event of the occurrence of any such force majeure event, the party affected shall, within five (5) working days of becoming aware of the event, notify the other party in writing, clearly describing the nature of the event, its expected duration, and the anticipated effect on the performance of its obligations under this Agreement.
- 16.3. Upon such notification, the affected party shall be excused from the performance or punctual performance of its obligations under this Agreement for so long as the event of force majeure continues, and the time for performance shall be extended for a period equivalent to the period of such delay or non-performance, provided that the party continues to use its reasonable efforts to mitigate the effects of the force majeure and resume performance as soon as possible.
- 16.4. Notwithstanding the foregoing, if the event of force majeure continues for a period exceeding ninety (90) consecutive days, either party shall have the right to terminate this Agreement by providing written notice to the other party, and in such event, neither party shall be liable to the other for any damages or losses arising from such termination, save for obligations accrued and payable prior to the force majeure event or mutually agreed upon post-termination arrangements.
- 16.5. Neither party shall be liable for any delay or failure to perform under this Agreement due to reasons beyond their reasonable control, including acts of God, war, government restrictions, or natural disasters. The affected

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party shall notify the other in writing within 5 working days of such event, and the time for performance shall be extended accordingly.

17. ENTIRE AGREEMENT

17.1. This Agreement, including any attachments, exhibits, or copies, constitutes the entire understanding between the parties and supersedes all prior agreements.



17.2. Titles and numbering within this Agreement are provided solely for convenience and reference purposes and shall not be construed to affect the interpretation or meaning of the provisions contained herein; accordingly, such titles and numbers shall have no legal effect or bearing on the obligations or rights of the parties as stipulated in this Agreement.

18. SEVERABILITY

If any provision is found invalid or unenforceable and cannot be reconstructed in such a manner as to not defeat the intention of the parties or affect the provisions of this agreement, the remainder shall remain in effect without the defective provision.

19. EXECUTION

This Agreement may be executed in counterparts, including fax or electronic copies, each of which shall be deemed an original.

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IN WITNESS WHEREOF, the parties hereto have duly executed these presents in the manner and on the day and year hereinafter appearing.

SIGNED AND SEALED FOR AND ON BEHALF OF KIBAHA DISTRICT COUNCIL:

Name: REGINA L. BIEDA

Title: District Executive Director

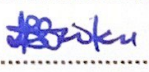
Date: 12/08/2025

Signature: 

Name: Brown H. Nziuku

Title: District Land Dev. Officer

Date: 12/08/2025

Signature: 

SIGNED AND SEALED FOR AND ON BEHALF OF SINO DAR INDUSTRIAL PARK TANZANIA:

Name: Zhang Zhi Gang

Title: chairman of TIG

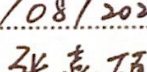
Date: 12/08/2025

Signature: 

Name: Zhang Jia shuo

Title: Director

Date: 12/08/2025

Signature: 

BEFORE ME:

Name: EMMANUEL W. MKWE

Signature: 

Date: 12/08/2025

Title: ADVOCATE/SOLICITOR

BEFORE ME:

Name: Musa Raphael Mbagi

Signature: 

Date: 12/08/2025

Title: ADVOCATE

