

SALE AGREEMENT

BETWEEN

OBEDIE SOLOMON KIMARO

AND

PIONEER METALS LIMITED

**CONCERNING THE SALE LAND ON PLOT NO. 336 LOCATED AT KWA
KIWETE, KEREGE, COSTAL REGION WITH 6930 SQUARE METERS**

**Drawn by:
Winning Law Chambers,
P. O. Box 78240
Dar es Salaam**

**THIS SALE AGREEMENT OF PLOT NO. 336, KWA KIWETE, KEREGE WITHIN
COSTAL REGION WITH 6930 SQUARE METERS**

This agreement is made this made the 8TH day of JULY 2025

BETWEEN

OBEDIE SOLOMON KIMARO of P.O BOX 31895 Dar es Salaam whose office is situated at Plot No.19/20 Mikocheni Light Industrial Area -Coca- Cola Road (hereinafter referred to as "VENDOR")

AND

PIONEER METALS LIMITED a limited liability company registered under the laws of United Republic of Tanzania with TIN NO. 136-135-589 having its registered office in Dar es Salaam ('hereinafter referred to as the "THE PURCHASER")

WHEREAS the Vendor is the owner of land with Plot No. 336 situated at Kwa Kiwete, Kerege area within Pwani Region with 6930 square meters **AND WHEREAS** the Vendor is desirous of selling and the Purchaser is desirous of purchasing the said land.

AND WHEREAS the Vendor is desirous to sell and the Purchaser is desirous to purchase the said land subject to certain fundamental terms and conditions as brought to the attention of the Purchaser in the pre-contract report;

NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

2.0 DESCRIPTION OF THE LAND: The land is situated at Kerege area within Pwani Region. The land has the following boundaries;

- North is bordered by Rostar Vehicle Equipment's Limited
- South is bordered by Obedie Solomon Kimaro
- West is bordered by Public way (Barabara)
- East is bordered by Pioneer Metals Limited

3.0 PURCHASE PRICE

In consideration of the purchase, the Vendor shall pay to the Purchaser the purchase price of **Tanzania Shillings Ten Million (Tsh 10,000,000/=)**

4.0 MODE OF PAYMENT

The Purchaser shall pay the total contractual price in a single transaction at the total of **Tanzania Shillings Ten Million (Tsh 10,000,000/=)** which shall be paid in cash at the signing of the contract.

5.0 THE VENDOR'S COVENANTS

5.1 Vendor's hereby covenants with the Purchaser as follows:

5.1.2 The Purchaser shall pay all Government fees in relation with transfer of the said land in the name of the purchaser except for Land rent before execution of the contract shall be paid by the vendor.

6.0 PURCHASER'S COVENANTS

6.1 The Purchaser hereby covenants to the vendor as follows: -

6.1.1 The Purchaser shall pay all government fees except land rent.

6.1.2 The Purchaser hereby acknowledges that he has sought the necessary advice before signing any of the documents in relation to this sale.

7.0 SELLER'S AND PURCHASER'S COVENANT

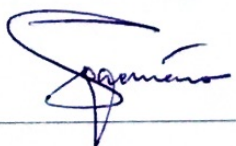
7.1 The Seller and the Purchaser hereby expressly agree that: -

7.1.1 The Purchaser shall observe and cause his representatives, assignees, agents, employees, servants, guests invited or uninvited or any other person deriving title under it or who shall occupy the land for whatever period of time to observe the fundamental terms of the contract.

8.0 NOTICE

The Vendor and the Purchaser agree that all notices in respect of any matter related to this sale agreement or related to any matter in respect of the Estate of the vendor shall be in writing may be sent by e-mail at the email address below provided that the same shall be forwarded and delivered by courier mail to the physical addresses set out herein below;

Vendor signature



Purchaser



For the Vendor:

OBEDIE SOLOMON KIMARO

EMAIL: oskimaro@gmail.com

PHONE NO: 0754 299753

For the purchaser

PIONEER METALS LIMITED

EMAIL: _____

PHONE NO: 0765745549

9.0 ENCUMBRANCES

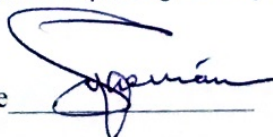
- 9.1 The Land is free of any encumbrance and there are no any charges, mortgages, liens and other encumbrances which relate to or affect the properties. The vendor has a good marketable landed property and that the properties are not subject to any mortgage, charge, lien, bill of sale, hire purchase, lease or other encumbrance of any nature whatsoever.
- 9.2 The Purchaser having been supplied with adequate information and maps related to the sale therein prior to the date of this Agreement shall be deemed to purchase with full notice and knowledge of them and shall not raise any requisition or make any objection in relation to them.

10.0 DISCLAIMER

The Purchaser admits that:

- 10.1 The Purchaser has inspected the properties and purchases it with full knowledge of its actual state and condition and shall take the properties as it stands before the signing and exchange of contracts.
- 10.2 The Purchaser enters into this Agreement solely as a result of its own inspection and on the basis of the terms of this Agreement and not in reliance upon any representation or warranty either written or oral or implied made by or on behalf of the vendor (save for any representation or warranty contained in written replies given by the Agent of the vendor to any preliminary inquiries

Vendor signature



Purchaser



raised by the Purchaser)

11.0 DISPUTES

Any dispute or difference between the parties to this Agreement arising from or in connection with this agreement shall first be settled amicably by the parties, failing of which the matter may be referred to Courts with Competent Jurisdiction. Within the United Republic of Tanzania

12.0 MISCELLANEOUS PROVISIONS

This Agreement is a deed and has been executed by the parties to it as a deed. All matters arising from or in connection to this Sale Agreement shall be governed and construed in accordance with Tanzanian Laws.

15.3 This Agreement shall be in the English Language and in two (2) originals each being authentic. Authentic copies to the Purchaser and the vendor.

IN WITNESS HEREOF, the Parties hereto have executed this Sale Agreement on the date and year first herein above written in the following manner:

Signed by the said **OBEDIE SOLOMON KIMARO**
Who is known to me/ introduced to me by _____
_____ the; latter being known to me
Personally, in my presence
This 8TH day JULY 2025

[Handwritten Signature]

VENDOR



BEFORE ME:

NAME: WINNIE SIMON KIMARO
SIGNATURE: *[Handwritten Signature]*
POSTAL ADDRESS P.O Box 78240
QUALIFICATION: ADVOCATE

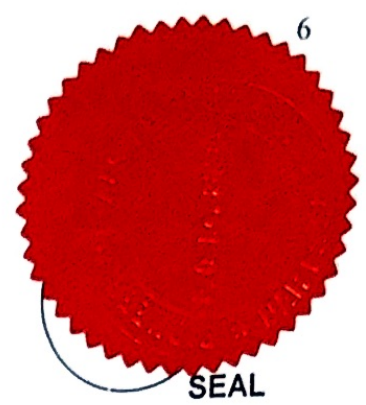


Vendor signature *[Handwritten Signature]*

Purchaser *[Handwritten Signature]*

Seal with the Common Seal of the said
PIONEER METALS LIMITED

in my presence
This 8TH day July 2025



NAME: Zhou Jiang w.
SIGNATURE: [Handwritten Signature]
POSTAL ADDRESS _____
QUALIFICATION: GM

NAME: Liu chun lei.
SIGNATURE: [Handwritten Signature]
POSTAL ADDRESS _____
QUALIFICATION: GM

Drawn By:

Winnie Simon (Advocate) [Handwritten Signature]
P. O. Box 78240
Dar es Salaam

Vendor signature [Handwritten Signature]

Purchaser [Handwritten Signature]