

**AN AGREEMENT MADE THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2025.**

**TRANSFER AGREEMENT**

**BETWEEN**

**PING TOUGE COMPANY LIMITED**

**OF**

**IDOFI STREET MAKAMBAKO - NJOMBE**

**P.O. BOX 1046 NJOMBE**

**AND**

**GREAT EARTH WOOD INDUSTRY COMPANY LIMITED**

**OF**

**PLOT No: 19 BLOCK No: 3 MAKWAIYA STREET KINONDONI**

**P.O. BOX 42450 DAR ES SALAAM TANZANIA**

## TRANSFER AGREEMENT

Agreement made this 20<sup>TH</sup> day of SEPTEMBER, 2025

Between

**PING TOUGE Co. LIMITED** of **P.O. Box 1046 NJOMBE** (Hereinafter referred to as a '**VENDOR**' which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the successor and assigns) of the *ONE PART.*

**AND**

**GREAT EARTH WOOD INDUSTRY COMPANY LIMITED** of **P.O. Box 62450 KINONDONI DAR ES SALAAM** herein after referred as the "**ASSIGNEE**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the assigns) of the *OTHER PART.*

### **WHEREAS:**

- A. The VENDOR is the owner the Factory situated at MSD Road, Idofi Street, within the Makambako town admeasuring Length 250 Square Meter, and Width 150 Square Meter In total of 800 Square Meters surveyed.
- B. The VENDER has expressed the desire to hand over the property and the assignee has the desire to take the property.
- C. In the aforesaid premises, the parties have agreed to record the terms and conditions in this agreement.

### **NOW THIS AGREEMENT WITNESSTH AS FOLLOWS;**

- 1. That, the OWNER has agreed to hand over and the assignee has agreed to take the property for total consideration of Tshs 50,000,000.00 In word (*Fifty Million Tanzanian Shilling In words*)
- 2. That, a sum of Tshs 50,000,000.00 In words (*Fifty Million Tanzanian Shilling*) have been paid as replacement in full at the time of execution of this agreement to the OWNER.

3. The Owner hereby represent, covenant, warrant, undertake and declare that;
  - I. Its title to the said property is free, clear and marketable
  - II. It is in physical possession of the said property
  - III. That the said property or any part thereof is not subject of any litigation or proceeding and not subject to any attachment by the process of the courts or in possession or custody by any receiver, judicial or revenue court or any officer thereof or there is no any notice of acquisition or requisition in respect of the said property.
  - IV. The OWNER undertake and declare liabilities, liens, charges or encumbrances with regard to the said property including any government dues, which would affect the title of the OWNER for the said property.
  - V. The OWNER in the possession of and is not prohibited from handling over quite, vacant and peaceful possession of the said property the assignee as contemplate herein.
  - VI. The ASSIGNEE has received the said property after taking requisite permission from all concerned authorities if any inquired and till date they have not received any advice notice from any authority in respect of the said property
  - VII. The OWNER and the ASSIGNEE have good right, full power and absolute authority to enter into this agreement to do whatever they agree.
4. That this agreement shall be binding upon and inure to benefit of the parties, their successor, assigns and personal representatives.
5. That, each part to this agreement of handing over the land represents that it possesses full power and authority to enter into this agreement to give and to perform its obligation hereunder.
6. That, the OWNER allow the ASSIGNEE to transfer the owner of the property and the cost of the said transfer will be carried out by the ASSIGNEE.
7. This agreement shall confirm to and interpreted under the laws of Tanzania as to all matters including validity interpretation and performance thereof.

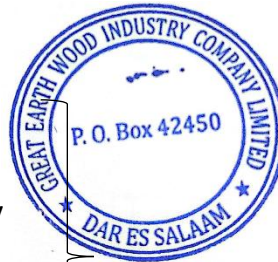
**IN WITNESS WHEREOF:** Both Parties hereto have hereunto set and subscribed their respective signature the day and year first herein above mentioned.

**SIGNED AND DELIVERED** by the said  
**PING TOUGE COMPANY LIMITED**  
(Within named **"OWNER"**)  
Who is known to me personally/introduced to  
Me by: .....Xwi Zhung Mio.....  
The latter being personally known to me in  
My presence this 20<sup>th</sup> day of September 2025


陈涛  
.....  
**OWNER**

**Witnessed by;**  
Name: .....BONIVENTURE MIHAMBO.....  
Signature: ..........  
Postal Address: .....  
Qualification: .....TRANSLATOR.....

**SIGNED AND DELIVERED** by the said  
**GREAT EARTH WOOD INDUSTRY Co. LIMITED**  
(Within named **"ASSIGNEE"**) Who known to me/  
Introduced to by .....Zhou Haiyu.....  
The letter being personally to me in  
My presence this 20<sup>th</sup> Day of September 2025



周海玉  
.....  
**ASSIGNEE**

**Witnessed by:**  
Name: .....Baraka Uswege.....  
Signature: ..........  
Postal Address: .....P.O. Box 1680 Iringa.....  
Qualification: .....Advocate.....

