

SALE AGREEMENT

THIS AGREEMENT IS MADE
ON ^{20TH}.....DAY OF *August*, 2025

BETWEEN
**CHANG CHENG WOOD INDUSTRY
(VENDOR/SELLER)**

AND
**ZHONGMIN HUIGUAN COMPANY
L.T.D
(PURCHASER/BUYER)**

徐继斌

林祖强



SALE AGREEMENT

This Sale Agreement made this 20TH day of AUGUST, 2025

BETWEEN

CHANG CHENG WOOD INDUSTRY, a company registered under the Companies Act of 2002, and has been registered with the Tanzania Revenue Authority and assigned the **Taxpayer Identification No. 174-468-141** having its registered office at Idofi, Makambako (hereinafter referred to as the '**Vendor**' which term shall include successors and assigns) of the First Part;

AND

ZHONGMIN HUIGUAN COMPANY LTD, a company registered under the Companies Act of 2002, and has been registered with the Tanzania Revenue Authority and assigned the **Taxpayer Identification No. 178-345-311**, having its registered office at Kinyanambo 'A' a Street nearby CF Plaza, Mafinga Town (hereinafter called the '**Purchaser**' which term shall include successors and assigns) of the Second Part.

WHEREAS;

- A. The Vendor is the owner of the Plot located at **IFINGO STREET, KINYANAMBO 'C'** within the Mafinga Town admeasuring length of 25-meter, width 21 meter in total of 525 sqm, unsurveyed and its boundaries are as follows;
East boarded to **RAJABU KUFAKUNOGA**
West boarded to **MBEYA ROAD**
North boarded to **JENI CHAVULA**
South boarded to **OBESHI KAMBI**
- B. The Vendor has expressed the desire to sell the property and the purchaser has the desire of purchasing the same.
- C. In the aforesaid premises, the parties have agreed to record the terms and conditions in this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. That, the Vendor has agreed to sell and the Purchaser has agreed to purchase the Plot for total consideration of **TSHS.15,550,000/= (Fifteen Million Five Hundred Fifty Thousand Only)**.
2. That, a sum of **TSHS. 15,550,000/= (Fifteen Million Five Hundred Fifty Thousand Only)** have been paid in full at the time of execution of this agreement to sell in cash to the Vendor.
3. That, the Vendor hereby represent, covenant, warrant, undertake and declare that;
 - i. The Title of 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 the same is not attached or sold or sought to be sold in whole or in portion in any court or other Civil or Revenue or other proceeding and not subject

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- to a 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. That the seller undertakes and declare liabilities, liens, charges or encumbrances with regard to the said property including any government dues, which would affect the title of the sellers for the said property.
 - v. That, the seller in the possession of and is not prohibited from handling over quite, vacant and peaceful possession of the said property to the buyer as contemplated herein.
 - vi. That, the seller has purchased the said property after taking requisite permission from all concerned authorities if any required and till date they have not received any adverse notice from any authority in respect of the said property.
 - vii. That, the seller and the buyer have good right, full power and absolute authority to enter into this agreement to sell.
4. That, this agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.
 5. That, each party to this agreement of sale represents that it possesses full power and authority to enter into this agreement to sell and to perform its obligation hereunder.
 6. That, the seller or vendor allow the buyer to transfer the ownership of the property as per the law of TIC (Tanzania Investment Centre) and the cost of the said transfer will be carried out by the buyer.
 7. That, this agreement shall confirm to and the interpreted under the laws of Tanzania as to all matters including validity, interpretation and performance thereof.

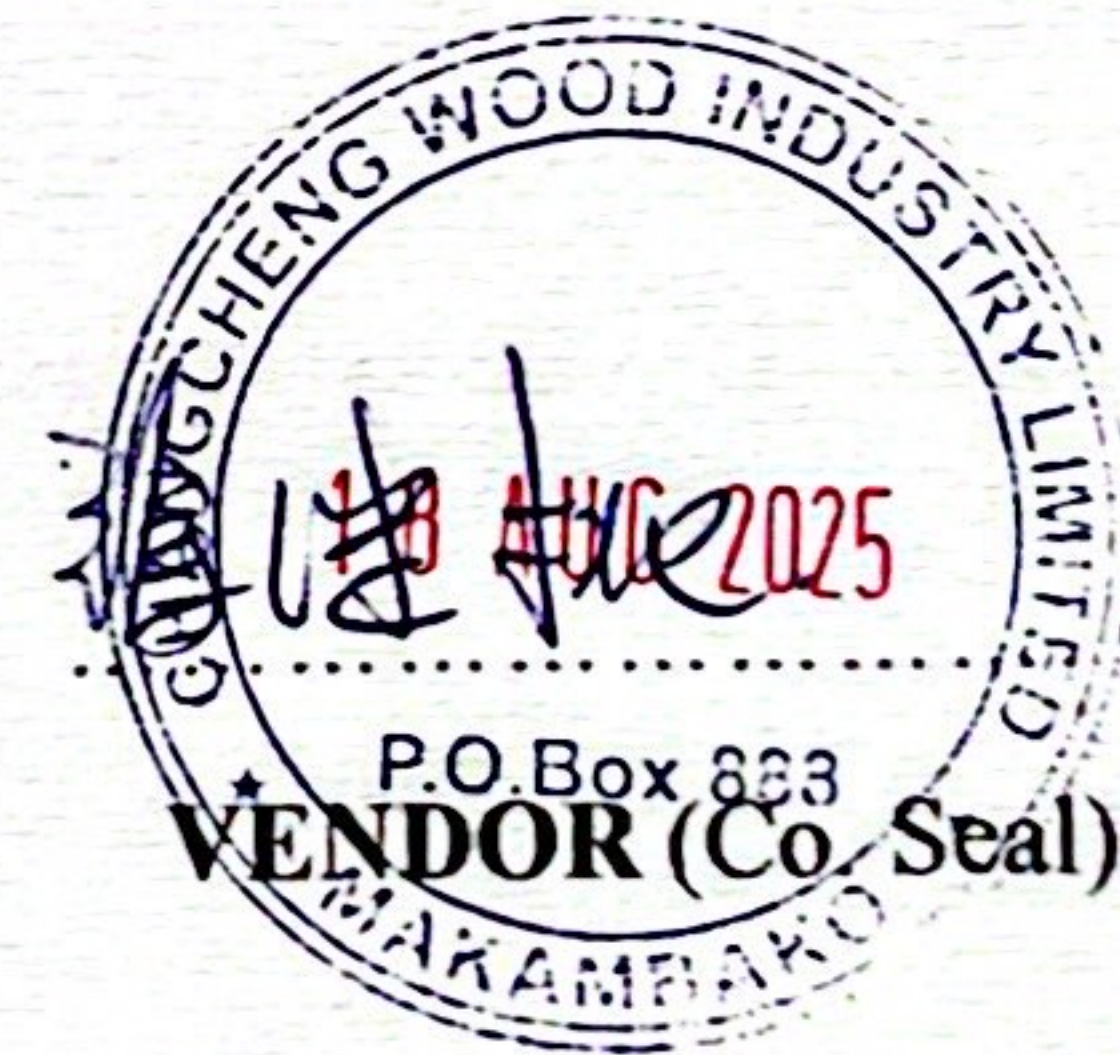
IN WITNESS WHEREOF: The parties hereto have hereunto set subscribed their respective signature the day and year first herein above mentioned.

SIGNED AND SEALED by the said Company

CHANG CHENG WOOD INDUSTRY L.T.D

Named "Vendor" who is known to me personally/
Introduced to me by JAMES M. BUMPOLD.

The latter being personally known to me in
My presence this 20th Day of August, 2025.



ON BEHALF OF THE COMPANY:

Name: XU TI TAO

Signature: [Handwritten Signature]

Postal Address: P.O. Box 666 IDOFI, OTAKAMPAKO

Qualification: DIRECTOR

[Handwritten Signature]



[Handwritten Signature]

Witnessed by;

Name: MAURICE S. MWAMWENDA

Signature: M'S MWAMWENDA

Postal Address: P.O. Box 13495, DSM

Qualification: ADVOCATE



SIGNED AND SEALED by the said Company

ZHONGMIN HUIGUAN CO. L.T.D

named "Purchaser" who is known to me personally/

introduced to me by FELISTER SALLEMA DONATI

The latter being personally known to me in

My presence this 20th day of August, 2025.



ON BEHALF OF THE COMPANY:

Name: LIN ZUYAN

Signature: [Handwritten signature]

Postal Address: KINYANAMBO C / P.O. BOX 1836, MAFINGA

Qualification: DIRECTOR

Witnessed by;

Name: MAURICE S. MWAMWENDA

Signature: M'S MWAMWENDA

Postal Address: P.O. Box 13495, DSM

Qualification: ADVOCATE



[Handwritten signature]



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