

SALE AGREEMENT

BETWEEN

ANNA PAULO MGUGULO

AND

HONGDA TERRA ENERGY COMPANY LIMITED

**FOR A PARCEL OF UNSURVEYED LAND SITUATED AT
MINDUKENE VILLAGE, TARAWANDA, CHALINZE
DISTRICT COUNCIL, PWANI REGION, MEASURING
APPROXIMATELY 24.24 ACRES**

THIS AGREEMENT is made on the 7 day of 11, 2025

BETWEEN

ANNA PAULO MGUGULO, an adult natural person of P. O. Box _____, Mindukene-Tarawanda, Chalinze-Pwani, Tanzania, with citizen identity card number _____, (hereinafter called the "**VENDOR**" which expression and when the context so admits shall include his legal representatives, agents, assigns, and successors in title) of one part;

AND

HONGDA TERRA ENERGY COMPANY LIMITED, a limited liability company incorporated under the laws of the Republic of Tanzania, whose address for this Agreement is Post Office Box _____, Dar es Salaam. (Hereinafter called the "**PURCHASER**" which expression shall, where the context so admits, include and extend to persons deriving title under the **PURCHASER**, its successors and assigns) of the other party;

WHEREAS

The Vendor is a lawful owner of an unsurveyed parcel of land situated at **Mindukene Village, Tarawanda, Chalinze District Council, Pwani Region, measuring approximately 24.24 acres** (hereinafter referred to as "**the Property**"), which has been acquired through family inheritance;

WHEREAS

Following the series of discussions and negotiations of both parties herein, the Vendor, with the consent of his fellow family members, is desirous of selling the property, and the Purchaser is desirous and financially able to purchase the property from the Vendor for a consideration of **TZS 14,544,000/=**, hereinafter referred to as the "**Purchase Price**".

AND WHEREAS

The Purchaser acknowledges its awareness that, as a company with foreign shareholders, it will be entitled to receive a derivative title from the Tanzania Investment and Special Economic Zones Authority (TISEZA) and shall, subject to the purchase of the property and at its own costs, apply for the same through the Tanzania Investment and Special Economic Zones Authority (TISEZA).

NOW THIS AGREEMENT WITNESSETH as follows:

1.0 THE SALE

That the Vendor hereby sells to the Purchaser and the Purchaser hereby buys from the Vendor the said Property, subject to the covenants herein contained

2.0 THE CONSIDERATION

2.1 That in consideration of **TZS 600,000/= per acre**, the Vendor sells the Property for a total of **TZS 14,544,000/= as the purchase price**. That the Vendor hereby sells the Property to the Purchaser and the Purchaser is hereby purchasing the Property from the Vendor, subject to the covenants herein contained.

2.2 The price includes the land, trees, and other things on the land. That the price shall be paid as per the actual size of the land

2.3 It is mutually agreed that all payments as indicated herein shall be paid by the Purchaser to the Vendor through the bank account with the following details;

Name of the Bank: CRDB BANK
Account Name: SAID GWENO KUCHIGUDI
Account Number: 0153974077600
Branch: CHALINZE

Name of the Bank: CRDB BANK
Account Name: JOSEPH MHONDE MPIGA
Account Number: 10121889019
Branch: CHALINZE

3.0 MODE OF PAYMENT OF PURCHASE PRICE

That Purchase Price stipulated herein shall be paid by the Purchaser to the Vendor as described herein below:

3.1 That the First Instalment of **fifty percent (50%)** of the purchase price, being **TZS 7,272,000/=**, shall be paid to the vendor upon signing of this agreement.

3.2 The Second and Final instalment of **fifty percent (50%)** of the purchase price, being **TZS 7,272,000/=**, shall be paid to the Vendor after completion of the change of Land use and registration of the new surveyed map, for the property.

3.3 That for the avoidance of doubt, the payment of the first instalment as indicated in clause 3.1 shall be done simultaneously with the signing of the Sale Agreement as well as the handover of the Original documents, which indicate their ownership of the land.

4.0 TERMS OF PURCHASE

4.1 The **Vendor** shall transfer by way of outright sale, and the **Purchaser** shall acquire and accept the transfer by way of outright purchase of the Property.

4.2 The Property is sold and agreed to be transferred subject to the terms and conditions contained in this agreement.

5.0 COVENANTS BY THE VENDOR

The Vendor hereby covenants with **the Purchaser** that:

5.1 He has the power to enter into and perform the obligations under this Agreement

5.2 He has full authority to sell, transfer, and dispose of the Property and that he has a good and subsisting right and interest, and has full powers to sell, grant, convey, assign, or otherwise dispose of the Property in the manner herein provided;

5.3 The Vendor hereby undertakes to cooperate with the Purchaser in all processes until the land is registered with the Tanzania Investment and Special Economic Zones Authority (TISEZA) and the Derivative Title is issued in favour of the Purchaser.

5.4 He is not entitled to receive any consent from any person, the Commissioner of Lands excepted, and if any such consent will be required, the Vendor shall use all his reasonable endeavours to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the Property,

5.5 The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the **Vendor is** subject;

5.6 The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the **Vendor**, or require any consent under any agreement or other instrument to which the **Vendor is** a party or by which he is bound, or any judgment, decree, or order of any statute, rule, or regulation applicable to the **Vendor**. The transactions provided for in any other material contracts to which the **Vendor is** a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;

5.7 The Vendor acknowledges and agrees that the purchase price encompasses the land, all buildings (if any), trees, fixtures, and any other items or structures

situated on the property. That the Purchaser shall acquire the land and all aforementioned items free of any additional compensation or encumbrances.

- 5.8 No litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect the ability to observe or perform any material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of his knowledge and belief after making reasonable enquiries, is pending or threatened against him or the Property
- 5.9 The **Purchaser** has purchased the Property subject to all terms of use applicable, and as was held by the vendor, but free from any encumbrances whatsoever;
- 5.10 All information that has been made available to the **Purchaser** or their representatives by the **Vendor** or any of their representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.
- 5.11 Each representation and warranty herein stipulated shall be a separate representation and warranty and shall be deemed to be material and to have induced the **Purchaser** to enter into this Agreement. The **Vendor** acknowledges that the **Purchaser** has entered into this Agreement relying on these representations and warranties.
- 5.12 The Vendor hereby unconditionally and irrevocably confirms and warrants that as at the date of this Agreement 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 Vendors hereby further irrevocably and unconditionally warrant and confirm that and that no person other than the Vendor has any right, interest or title to the Property and the Property has not been and will not be allocated to any other person.

6.0 COVENANTS BY THE PURCHASER

The Purchaser hereby covenants with **the Vendor** that;

- 6.1 It has the power to enter into and perform its obligations under this Agreement;
- 6.2 This Agreement constitutes a legal, valid, and binding obligation of the parties and is enforceable against each party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, moratorium, and other similar laws affecting creditors' rights or remedies generally;

- 6.3 The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the **Purchaser** is subject;
- 6.4 The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the **Purchaser**, or require any consent under any agreement or other instrument to which the **Purchaser** is a party or by which it is bound, or any judgment, decree, or order of any statute, rule, or regulation applicable to the **Purchaser**. The transactions provided for in any other material contracts to which the **Purchaser** is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;
- 6.5 All information that has been made available to the **Vendor** or his representatives by the **Purchaser** or any of its representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.

7.0 INDEMNITY

- 7.1 The Vendor hereby irrevocably undertake to indemnify and keep indemnified the Purchaser against all actions, claims, proceedings, costs and damages and legal costs and other expenses arising out of any breach of the warranties given by the Vendor above or out of any claim by a third party based on any facts which if sustained would constitute a breach **PROVIDED** that the compensation that shall be paid to the purchaser shall not exceed the purchase price.

8.0 MISREPRESENTATIONS

Save for the representations and warranties stipulated above, and what is expressly agreed under this Agreement, the parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf, has induced the parties to enter into this Agreement.

9.0 COSTS

- 9.1 It is mutually agreed that all requisite costs and fees for the survey, approval, registration of the created survey plan, and change of land use shall be borne by the Purchaser.
- 9.2 Further, the Purchaser undertakes to pay for all taxes, permits/approvals, and other statutory fees arising out of or associated with the transfer and acquisition of the property into its name pursuant to the laws of the United Republic of Tanzania.

10.0 BOUNDARIES AND PLOT SIZE

- 10.1 The Vendor warrants that, to the best of his knowledge, all the beacons relating to the land are in place and unaltered and that the boundaries of the property are all intact.
- 10.2 The Vendor warrants that, to the best of his knowledge, there are no past or existing disputes in reference to the boundaries of the property with any of the neighbours thereon or other third party.

11.0 DISPUTE RESOLUTION, GOVERNING LAW, AND JURISDICTION

- 11.1 The validity, construction, and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania.
- 11.2 All disputes, claims, or proceedings between the parties relating to the validity, construction, or performance of this Agreement shall be subject to a court of competent jurisdiction in Tanzania.

12.0 MISCELLANEOUS PROVISIONS

- 12.1 This Agreement may be executed in quadruplicate, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A Swahili translation of this Agreement may be prepared for reference purposes; however, in the event of any inconsistency or dispute between the English version and the Swahili version, the English version shall prevail.
- 12.2 This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, consultations, representations, understandings, or agreements, whether written or oral, relating to the Property

13.0 TERMINATION

- 13.1 The parties herein may mutually consent to terminate this Agreement.
- 13.2 Further, this agreement shall be terminated upon the breach of any fundamental covenant or obligation as stated herein, and such instances shall include but are not limited to: -
- 13.3 Material breach of the conditions set forth herein, PROVIDED THAT such breach remains uncured for a period of 30 days from the date of notification of such breach by the innocent party.

- .3.4 Failure to make full and prompt payment of the purchase price by the purchaser to the vendor as stipulated in clause 3.0 hereinabove.
- 13.5 Upon insolvency and or liquidation of either of the parties to this agreement.
- 13.6 Upon execution of all obligations as stipulated in this agreement.
- 13.7 Upon the termination of this AGREEMENT, for any reason whatsoever, both parties mutually agree to immediately indemnify each other to restore their respective positions as they were prior to the execution of this Agreement. Any payment made by the Purchaser to the Vendor shall be refunded by the Vendor within a period of 90 days from the date of termination of this AGREEMENT. The refund shall be made after a resale of the property by the Vendor to a new Purchaser and upon receipt of the sale proceeds in clear funds by the Vendor. The Vendor shall exercise reasonable efforts to effect such resale promptly to facilitate the refund to the Purchaser.

IN WITNESS WHEREOF, the Undersigned have executed this Agreement as of the day and year first written above.

AFFIRMED at **PWANI** by the said **ANNA PAULO MGUGULO**, who is known to me personally/identified to me by..... T.P.A. M.A.T.E...... latter known to me personally in our presence this 7 day of 11, 2025



Anna Paulo Mgugulo
VENDOR 

Name: TIPHA MURIZI
Signature: [Signature]
Designation: Witness

Name: JAMES K. CITALIMINA
Signature: [Signature]
Designation: Witness

Name: SISANA MIRAJI BULUFI
Signature: [Signature]
Designation: Witness

ANISA T. RAFA
T. YAMSUGA
BUGAMOYO

BEFORE ME
Name: Godwin Ben

Signature: _____
Postal Address: 79175 DSM
Designation: Advocate



SEALED with the **COMMON SEAL** of the said
HONGDA TERRA ENERGY COMPANY LIMITED
and **DELIVERED** at **DAR ES SALAAM** in the
the presence of us this 7 day of 11 2025.



Name: JIAYUAN CAI
Signature: _____
Postal Address: 8673
Designation: Director

Name: Xinxiu Qiu
Signature: _____
Postal Address: 8673
Designation: Director

BEFORE ME

Name: Gadhisten Ben
Signature: _____
Postal Address: 79175 DSM
Designation: Advocate



SALE AGREEMENT

BETWEEN

SAID FREDRICK PENDO

AND

HONGDA TERRA ENERGY COMPANY LIMITED

**FOR A PARCEL OF UNSURVEYED LAND SITUATED AT
MINDUKENE VILLAGE, TARAWANDA, CHALINZE
DISTRICT COUNCIL, PWANI REGION, MEASURING
APPROXIMATELY 7.24 ACRES**

THIS AGREEMENT is made on the 7 day of 11, 2025

BETWEEN

SAID FREDRICK PENDO, an adult natural person of P. O. Box _____, Mindukene-Tarawanda, Chalinze-Pwani, Tanzania, with citizen identity card number _____, (hereinafter called the "**VENDOR**" which expression and when the context so admits shall include his legal representatives, agents, assigns, and successors in title) of one part;

AND

HONGDA TERRA ENERGY COMPANY LIMITED, a limited liability company incorporated under the laws of the Republic of Tanzania, whose address for this Agreement is Post Office Box _____, Dar es Salaam. (Hereinafter called the "**PURCHASER**" which expression shall, where the context so admits, include and extend to persons deriving title under the **PURCHASER**, its successors and assigns) of the other party;

WHEREAS

The Vendor is a lawful owner of an unsurveyed parcel of land situated at **Mindukene Village, Tarawanda, Chalinze District Council, Pwani Region, measuring approximately 7.24 acres** (hereinafter referred to as "**the Property**"), which has been acquired through family inheritance;

WHEREAS

Following the series of discussions and negotiations of both parties herein, the Vendor, with the consent of his fellow family members, is desirous of selling the property, and the Purchaser is desirous and financially able to purchase the property from the Vendor for a consideration of **TZS 4,344,000/=**, hereinafter referred to as the "**Purchase Price**".

AND WHEREAS

The Purchaser acknowledges its awareness that, as a company with foreign shareholders, it will be entitled to receive a derivative title from the Tanzania Investment and Special Economic Zones Authority (TISEZA) and shall, subject to the purchase of the property and at its own costs, apply for the same through the Tanzania Investment and Special Economic Zones Authority (TISEZA).

NOW THIS AGREEMENT WITNESSETH as follows:

1.0 THE SALE

That the Vendor hereby sells to the Purchaser and the Purchaser hereby buys from the Vendor the said Property, subject to the covenants herein contained

2.0 THE CONSIDERATION

- 2.1 That in consideration of **TZS 600,000/= per acre**, the Vendor sells the Property for a total of **TZS 4,344,000/= as the purchase price**. That the Vendor hereby sells the Property to the Purchaser and the Purchaser is hereby purchasing the Property from the Vendor, subject to the covenants herein contained.
- 2.2 The price includes the land, trees, and other things on the land. That the price shall be paid as per the actual size of the land
- 2.3 It is mutually agreed that all payments as indicated herein shall be paid by the Purchaser to the Vendor through the bank account with the following details;

Name of the Bank: CRDB BANK
Account Name: SAID GWENO KUCHIGUDI
Account Number: 0153974077600
Branch: CHALINZE

Name of the Bank: CRDB BANK
Account Name: JOSEPH MHONDE MPIGA
Account Number: 10121889019
Branch: CHALINZE

3.0 MODE OF PAYMENT OF PURCHASE PRICE

That Purchase Price stipulated herein shall be paid by the Purchaser to the Vendor as described herein below:

- 3.1 That the First Instalment of **fifty percent (50%)** of the purchase price, being **TZS 2,172,000/=**, shall be paid to the vendor upon signing of this agreement.
- 3.2 The Second and Final instalment of **fifty percent (50%)** of the purchase price, being **TZS 2,172,000/=** / =, shall be paid to the Vendor after completion of the change of Land use and registration of the new surveyed map, for the property.

3.3 That for the avoidance of doubt, the payment of the first instalment as indicated in clause 3.1 shall be done simultaneously with the signing of the Sale Agreement as well as the handover of the Original documents, which indicate their ownership of the land.

4.0 TERMS OF PURCHASE

4.1 The **Vendor** shall transfer by way of outright sale, and the **Purchaser** shall acquire and accept the transfer by way of outright purchase of the Property.

4.2 The Property is sold and agreed to be transferred subject to the terms and conditions contained in this agreement.

5.0 COVENANTS BY THE VENDOR

The Vendor hereby covenants with **the Purchaser** that;

- 5.1 He has the power to enter into and perform the obligations under this Agreement
- 5.2 He has full authority to sell, transfer, and dispose of the Property and that he has a good and subsisting right and interest, and has full powers to sell, grant, convey, assign, or otherwise dispose of the Property in the manner herein provided;
- 5.3 The Vendor hereby undertakes to cooperate with the Purchaser in all processes until the land is registered with the Tanzania Investment and Special Economic Zones Authority (TISEZA) and the Derivative Title is issued in favour of the Purchaser.
- 5.4 He is not entitled to receive any consent from any person, the Commissioner of Lands excepted, and if any such consent will be required, the Vendor shall use all his reasonable endeavours to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the Property,
- 5.5 The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the **Vendor is** subject;
- 5.6 The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the **Vendor**, or require any consent under any agreement or other instrument to which the **Vendor is** a party or by which he is bound, or any judgment, decree, or order of any statute, rule, or regulation applicable to the **Vendor**. The transactions provided for in any other material contracts to which the **Vendor is** a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;
- 5.7 The Vendor acknowledges and agrees that the purchase price encompasses the land, all buildings (if any), trees, fixtures, and any other items or structures

situated on the property. That the Purchaser shall acquire the land and all aforementioned items free of any additional compensation or encumbrances.

- 5.8 No litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect the ability to observe or perform any material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of his knowledge and belief after making reasonable enquiries, is pending or threatened against him or the Property
- 5.9 The **Purchaser** has purchased the Property subject to all terms of use applicable, and as was held by the vendor, but free from any encumbrances whatsoever;
- 5.10 All information that has been made available to the **Purchaser** or their representatives by the **Vendor** or any of their representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.
- 5.11 Each representation and warranty herein stipulated shall be a separate representation and warranty and shall be deemed to be material and to have induced the **Purchaser** to enter into this Agreement. The **Vendor** acknowledges that the **Purchaser** has entered into this Agreement relying on these representations and warranties.
- 5.12 The Vendor hereby unconditionally and irrevocably confirms and warrants that as at the date of this Agreement 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 Vendors hereby further irrevocably and unconditionally warrant and confirm that and that no person other than the Vendor has any right, interest or title to the Property and the Property has not been and will not be allocated to any other person.

6.0 COVENANTS BY THE PURCHASER

The Purchaser hereby covenants with **the Vendor** that;

- 6.1 It has the power to enter into and perform its obligations under this Agreement;
- 6.2 This Agreement constitutes a legal, valid, and binding obligation of the parties and is enforceable against each party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, moratorium, and other similar laws affecting creditors' rights or remedies generally;

- 6.3 The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the **Purchaser** is subject;
- 6.4 The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the **Purchaser**, or require any consent under any agreement or other instrument to which the **Purchaser** is a party or by which it is bound, or any judgment, decree, or order of any statute, rule, or regulation applicable to the **Purchaser**. The transactions provided for in any other material contracts to which the **Purchaser** is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;
- 6.5 All information that has been made available to the **Vendor** or his representatives by the **Purchaser** or any of its representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.

7.0 INDEMNITY

- 7.1 The Vendor hereby irrevocably undertake to indemnify and keep indemnified the Purchaser against all actions, claims, proceedings, costs and damages and legal costs and other expenses arising out of any breach of the warranties given by the Vendor above or out of any claim by a third party based on any facts which if sustained would constitute a breach **PROVIDED** that the compensation that shall be paid to the purchaser shall not exceed the purchase price.

8.0 MISREPRESENTATIONS

Save for the representations and warranties stipulated above, and what is expressly agreed under this Agreement, the parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf, has induced the parties to enter into this Agreement.

9.0 COSTS

- 9.1 It is mutually agreed that all requisite costs and fees for the survey, approval, registration of the created survey plan, and change of land use shall be borne by the Purchaser.
- 9.2 Further, the Purchaser undertakes to pay for all taxes, permits/approvals, and other statutory fees arising out of or associated with the transfer and acquisition of the property into its name pursuant to the laws of the United Republic of Tanzania.

10.0 BOUNDARIES AND PLOT SIZE

- 10.1 The Vendor warrants that, to the best of his knowledge, all the beacons relating to the land are in place and unaltered and that the boundaries of the property are all intact.
- 10.2 The Vendor warrants that, to the best of his knowledge, there are no past or existing disputes in reference to the boundaries of the property with any of the neighbours thereon or other third party.

11.0 DISPUTE RESOLUTION, GOVERNING LAW, AND JURISDICTION

- 11.1 The validity, construction, and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania.
- 11.2 All disputes, claims, or proceedings between the parties relating to the validity, construction, or performance of this Agreement shall be subject to a court of competent jurisdiction in Tanzania.

12.0 MISCELLANEOUS PROVISIONS

- 12.1 This Agreement may be executed in quadruplicate, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A Swahili translation of this Agreement may be prepared for reference purposes; however, in the event of any inconsistency or dispute between the English version and the Swahili version, the English version shall prevail.
- 12.2 This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, consultations, representations, understandings, or agreements, whether written or oral, relating to the Property

13.0 TERMINATION

- 13.1 The parties herein may mutually consent to terminate this Agreement.
- 13.2 Further, this agreement shall be terminated upon the breach of any fundamental covenant or obligation as stated herein, and such instances shall include but are not limited to: -
- 13.3 Material breach of the conditions set forth herein, PROVIDED THAT such breach remains uncured for a period of 30 days from the date of notification of such breach by the innocent party.

- 13.4 Failure to make full and prompt payment of the purchase price by the purchaser to the vendor as stipulated in clause 3.0 hereinabove.
- 13.5 Upon insolvency and or liquidation of either of the parties to this agreement.
- 13.6 Upon execution of all obligations as stipulated in this agreement.
- 13.7 Upon the termination of this AGREEMENT, for any reason whatsoever, both parties mutually agree to immediately indemnify each other to restore their respective positions as they were prior to the execution of this Agreement. Any payment made by the Purchaser to the Vendor shall be refunded by the Vendor within a period of 90 days from the date of termination of this AGREEMENT. The refund shall be made after a resale of the property by the Vendor to a new Purchaser and upon receipt of the sale proceeds in clear funds by the Vendor. The Vendor shall exercise reasonable efforts to effect such resale promptly to facilitate the refund to the Purchaser.

IN WITNESS WHEREOF, the Undersigned have executed this Agreement as of the day and year first written above.

AFFIRMED at **PWANI** by the said **SAID FREDRICK PENDO**, who is known to me personally/identified to me by.....TIPHA MATIJI..... latter known to me personally in our presence this 7 day of 11, 2025



Name: TIPHA MATIJI
Signature: [Handwritten Signature]
Designation: Witness

Name: JAMES F. UTALAMIRO
Signature: [Handwritten Signature]
Designation: Witness

Name: SIJANA MIRATI Bulubi
Signature: [Handwritten Signature]
Designation: Witness

**AFISA T-RAFA
TAR - YA MSCOBA
B-GAMOYE**

BEFORE ME
Name: Godlist Ben

Signature: [Signature]
Postal Address: 79575 Dar Es Salaam
Designation: Advocate



SEALED with the COMMON SEAL of the said
HONGDA TERRA ENERGY COMPANY LIMITED
and DELIVERED at DAR ES SALAAM in the
the presence of us this 7 day of 11 2025.



Name: JIAYUAN CAI
Signature: [Signature]
Postal Address: 8673
Designation: Director

Name: Xin Xin Qian
Signature: [Signature]
Postal Address: 8673
Designation: Director

BEFORE ME
Name: Gadlister Ben
Signature: [Signature]
Postal Address: 79575 Dar Es Salaam
Designation: Advocate



SALE AGREEMENT

BETWEEN

SHUKURU SAID MADUGA

AND

HONGDA TERRA ENERGY COMPANY LIMITED

**FOR A PARCEL OF UNSURVEYED LAND SITUATED AT
MINDUKENE VILLAGE, TARAWANDA, CHALINZE
DISTRICT COUNCIL, PWANI REGION, MEASURING
APPROXIMATELY 5.74 ACRES**

THIS AGREEMENT is made on the 7 day of 11, 2025

BETWEEN

SHUKURU SAID MADUGA, an adult natural person of P. O. Box _____, Mindukene-Tarawanda, Chalinze-Pwani, Tanzania, with citizen identity card number -----, (hereinafter called the "**VENDOR**" which expression and when the context so admits shall include his legal representatives, agents, assigns, and successors in title) of one part;

AND

HONGDA TERRA ENERGY COMPANY LIMITED, a limited liability company incorporated under the laws of the Republic of Tanzania, whose address for this Agreement is Post Office Box -----, Dar es Salaam. (Hereinafter called the "**PURCHASER**" which expression shall, where the context so admits, include and extend to persons deriving title under the **PURCHASER**, its successors and assigns) of the other party;

WHEREAS

The Vendor is a lawful owner of an unsurveyed parcel of land situated at **Mindukene Village, Tarawanda, Chalinze District Council, Pwani Region, measuring approximately 5.74 acres** (hereinafter referred to as "**the Property**"), which has been acquired through family inheritance;

WHEREAS

Following the series of discussions and negotiations of both parties herein, the Vendor, with the consent of his fellow family members, is desirous of selling the property, and the Purchaser is desirous and financially able to purchase the property from the Vendor for a consideration of **TZS 3,444,000/=**, hereinafter referred to as the "**Purchase Price**".

AND WHEREAS

The Purchaser acknowledges its awareness that, as a company with foreign shareholders, it will be entitled to receive a derivative title from the Tanzania Investment and Special Economic Zones Authority (TISEZA) and shall, subject to the purchase of the property and at its own costs, apply for the same through the Tanzania Investment and Special Economic Zones Authority (TISEZA).

NOW THIS AGREEMENT WITNESSETH as follows:

1.0 THE SALE

That the Vendor hereby sells to the Purchaser and the Purchaser hereby buys from the Vendor the said Property, subject to the covenants herein contained

2.0 THE CONSIDERATION

2.1 That in consideration of **TZS 600,000/= per acre**, the Vendor sells the Property for a total of **TZS 3,444,000/= as the purchase price**. That the Vendor hereby sells the Property to the Purchaser and the Purchaser is hereby purchasing the Property from the Vendor, subject to the covenants herein contained.

2.2 The price includes the land, trees, and other things on the land. That the price shall be paid as per the actual size of the land

2.3 It is mutually agreed that all payments as indicated herein shall be paid by the Purchaser to the Vendor through the bank account with the following details;

Name of the Bank: CRDB BANK
Account Name: SAID GWENO KUCHIGUDI
Account Number: 0153974077600
Branch: CHALINZE

Name of the Bank: CRDB BANK
Account Name: JOSEPH MHONDE MPIGA
Account Number: 10121889019
Branch: CHALINZE

3.0 MODE OF PAYMENT OF PURCHASE PRICE

That Purchase Price stipulated herein shall be paid by the Purchaser to the Vendor as described herein below:

3.1 That the First Instalment of **fifty percent (50%)** of the purchase price, being **TZS 1,722,000/=**, shall be paid to the vendor upon signing of this agreement.

3.2 The Second and Final instalment of **fifty percent (50%)** of the purchase price, being **TZS 1,722,000/=**, shall be paid to the Vendor after completion of the change of Land use and registration of the new surveyed map, for the property.

3.3 That for the avoidance of doubt, the payment of the first instalment as indicated in clause 3.1 shall be done simultaneously with the signing of the Sale Agreement as well as the handover of the Original documents, which indicate their ownership of the land.

4.0 TERMS OF PURCHASE

4.1 The **Vendor** shall transfer by way of outright sale, and the **Purchaser** shall acquire and accept the transfer by way of outright purchase of the Property.

4.2 The Property is sold and agreed to be transferred subject to the terms and conditions contained in this agreement.

5.0 COVENANTS BY THE VENDOR

The Vendor hereby covenants with **the Purchaser** that;

- 5.1 He has the power to enter into and perform the obligations under this Agreement
- 5.2 He has full authority to sell, transfer, and dispose of the Property and that he has a good and subsisting right and interest, and has full powers to sell, grant, convey, assign, or otherwise dispose of the Property in the manner herein provided;
- 5.3 The Vendor hereby undertakes to cooperate with the Purchaser in all processes until the land is registered with the Tanzania Investment and Special Economic Zones Authority (TISEZA) and the Derivative Title is issued in favour of the Purchaser.
- 5.4 He is not entitled to receive any consent from any person, the Commissioner of Lands excepted, and if any such consent will be required, the Vendor shall use all his reasonable endeavours to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the Property,
- 5.5 The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the **Vendor is** subject;
- 5.6 The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the **Vendor**, or require any consent under any agreement or other instrument to which the **Vendor is** a party or by which he is bound, or any judgment, decree, or order of any statute, rule, or regulation applicable to the **Vendor**. The transactions provided for in any other material contracts to which the **Vendor is** a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;
- 5.7 The Vendor acknowledges and agrees that the purchase price encompasses the land, all buildings (if any), trees, fixtures, and any other items or structures

situated on the property. That the Purchaser shall acquire the land and all aforementioned items free of any additional compensation or encumbrances.

- 5.8 No litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect the ability to observe or perform any material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of his knowledge and belief after making reasonable enquiries, is pending or threatened against him or the Property
- 5.9 The **Purchaser** has purchased the Property subject to all terms of use applicable, and as was held by the vendor, but free from any encumbrances whatsoever;
- 5.10 All information that has been made available to the **Purchaser** or their representatives by the **Vendor** or any of their representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.
- 5.11 Each representation and warranty herein stipulated shall be a separate representation and warranty and shall be deemed to be material and to have induced the **Purchaser** to enter into this Agreement. The **Vendor** acknowledges that the **Purchaser** has entered into this Agreement relying on these representations and warranties.
- 5.12 The Vendor hereby unconditionally and irrevocably confirms and warrants that as at the date of this Agreement 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 Vendors hereby further irrevocably and unconditionally warrant and confirm that and that no person other than the Vendor has any right, interest or title to the Property and the Property has not been and will not be allocated to any other person.

6.0 COVENANTS BY THE PURCHASER

The Purchaser hereby covenants with **the Vendor** that;

- 6.1 It has the power to enter into and perform its obligations under this Agreement;
- 6.2 This Agreement constitutes a legal, valid, and binding obligation of the parties and is enforceable against each party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, moratorium, and other similar laws affecting creditors' rights or remedies generally;

- 6.3 The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the **Purchaser** is subject;
- 6.4 The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the **Purchaser**, or require any consent under any agreement or other instrument to which the **Purchaser** is a party or by which it is bound, or any judgment, decree, or order of any statute, rule, or regulation applicable to the **Purchaser**. The transactions provided for in any other material contracts to which the **Purchaser** is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;
- 6.5 All information that has been made available to the **Vendor** or his representatives by the **Purchaser** or any of its representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.

7.0 INDEMNITY

- 7.1 The Vendor hereby irrevocably undertake to indemnify and keep indemnified the Purchaser against all actions, claims, proceedings, costs and damages and legal costs and other expenses arising out of any breach of the warranties given by the Vendor above or out of any claim by a third party based on any facts which if sustained would constitute a breach **PROVIDED** that the compensation that shall be paid to the purchaser shall not exceed the purchase price.

8.0 MISREPRESENTATIONS

Save for the representations and warranties stipulated above, and what is expressly agreed under this Agreement, the parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf, has induced the parties to enter into this Agreement.

9.0 COSTS

- 9.1 It is mutually agreed that all requisite costs and fees for the survey, approval, registration of the created survey plan, and change of land use shall be borne by the Purchaser.
- 9.2 Further, the Purchaser undertakes to pay for all taxes, permits/approvals, and other statutory fees arising out of or associated with the transfer and acquisition of the property into its name pursuant to the laws of the United Republic of Tanzania.

10.0 BOUNDARIES AND PLOT SIZE

- 10.1 The Vendor warrants that, to the best of his knowledge, all the beacons relating to the land are in place and unaltered and that the boundaries of the property are all intact.
- 10.2 The Vendor warrants that, to the best of his knowledge, there are no past or existing disputes in reference to the boundaries of the property with any of the neighbours thereon or other third party.

11.0 DISPUTE RESOLUTION, GOVERNING LAW, AND JURISDICTION

- 11.1 The validity, construction, and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania.
- 11.2 All disputes, claims, or proceedings between the parties relating to the validity, construction, or performance of this Agreement shall be subject to a court of competent jurisdiction in Tanzania.

12.0 MISCELLANEOUS PROVISIONS

- 12.1 This Agreement may be executed in quadruplicate, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A Swahili translation of this Agreement may be prepared for reference purposes; however, in the event of any inconsistency or dispute between the English version and the Swahili version, the English version shall prevail.
- 12.2 This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, consultations, representations, understandings, or agreements, whether written or oral, relating to the Property

13.0 TERMINATION

- 13.1 The parties herein may mutually consent to terminate this Agreement.
- 13.2 Further, this agreement shall be terminated upon the breach of any fundamental covenant or obligation as stated herein, and such instances shall include but are not limited to: -
- 13.3 Material breach of the conditions set forth herein, PROVIDED THAT such breach remains uncured for a period of 30 days from the date of notification of such breach by the innocent party.

- 13.4 Failure to make full and prompt payment of the purchase price by the purchaser to the vendor as stipulated in clause 3.0 hereinabove.
- 13.5 Upon insolvency and or liquidation of either of the parties to this agreement.
- 13.6 Upon execution of all obligations as stipulated in this agreement.
- 13.7 Upon the termination of this AGREEMENT, for any reason whatsoever, both parties mutually agree to immediately indemnify each other to restore their respective positions as they were prior to the execution of this Agreement. Any payment made by the Purchaser to the Vendor shall be refunded by the Vendor within a period of 90 days from the date of termination of this AGREEMENT. The refund shall be made after a resale of the property by the Vendor to a new Purchaser and upon receipt of the sale proceeds in clear funds by the Vendor. The Vendor shall exercise reasonable efforts to effect such resale promptly to facilitate the refund to the Purchaser.

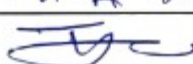
IN WITNESS WHEREOF, the Undersigned have executed this Agreement as of the day and year first written above.


AFFIRMED at **PWANI** by the said **SHUKURU SAID MADUGA**

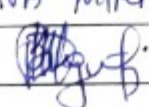
who is known to me personally/identified
to me by.....TIPHA MATIEN.....
latter known to me personally in our
presence this 7 day of 11, 2025



VENDOR

Name: TIPHA MATIEN
Signature: 
Designation: Witness

Name: JAMES F. CHIMAMURO
Signature: 
Designation: Witness

Name: SIJANA MIRASI BUKYA
Signature: 
Designation: Witness

AFISA T. RAFA
TIAK - YA MSOGA
6-6AM0Y0

BEFORE ME
Name: Godwin Ben

Signature: _____
Postal Address: 79575 Dar Es Salaam
Designation: Advocate



SEALED with the COMMON SEAL of the said
HONGDA TERRA ENERGY COMPANY LIMITED
and DELIVERED at DAR ES SALAAM in the
the presence of us this 7 day of 11 2025.



Name: JIAYUAN CAI
Signature: _____
Postal Address: 8673
Designation: Director

Name: Xin Xin Qiu
Signature: _____
Postal Address: 8673
Designation: Director

BEFORE ME

Name: Godlister Ben
Signature: _____
Postal Address: 79575 Dar Es Salaam
Designation: Advocate

