

EXCLUSIVITY AGREEMENT FOR SALE OF LAND

This exclusivity agreement is entered this 4th day of April, 2025

BY AND BETWEEN

M/S. PIONEER BUILDERS LIMITED a limited liability company incorporated in Tanzania under the Companies Act Chapter 212 as amended from time to time with Incorporation Number 85237 of Postal Office number 20823, Dar es Salaam - Tanzania (hereinafter called "the Prospective Vendor" which expression shall where the context so requires or admits includes its successors in title and assigns) of the one part;

AND

HWTZ INVESTMENT LTD a company incorporated in TANZANIA under the Companies Act Chapter 212 as amended from time to time with Incorporation Number 182665924 and address Plot number 2, Block number D, House number 12, Estate road, Kinondoni, Dar es Salaam – Tanzania (hereinafter called "the Prospective Purchaser" which expression shall where the context so requires or admits includes its successors in title and assigns) of the other part;

Both the Prospective Vendor and the Purchaser shall collectively be referred to as Parties and individually as Party for the purposes of this agreement.

WHEREAS: The Prospective Vendor has a vested interest in farmland measuring 86 acres commonly known as Farm number 870 at Kiluvya Area, Coast Region (herein the Property") being Farm No.870

WHEREAS: The Prospective Purchaser has a vested interested and intends to purchase and undertake a mixed-use real estate project with respective infrastructure on the property.

WHEREAS: The Prospective Purchaser is desirous of purchasing the property in accordance with the terms and conditions to be addressed in a sale agreement and will make payments of the same in accordance with the modality and schedules that will be established.

AND WHEREAS: The Prospective Vendor desires to sell the property within the lockout period as specified herein.

This exclusivity agreement witnesses as follows;

1. DEFINITIONS AND INTERPRETATION

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In this Agreement:

- 1.1. "The Prospective Purchaser" means the part named herein above or allied or a holding or subsidiary company to be registered or incorporated within the United Republic of Tanzania together with its affiliates, assignees, and successors in title.
- 1.2. "The Prospective Vendor" means the part named herein or representative, administrator, assign, and or beneficiary.
- 1.3. "The Lockout Term" means one hundred and eighty (180) days from the date of signing this Exclusivity Agreement.
- 1.4. "The Property" means a parcel of land defined herein and all developments thereon (if any) as commonly known as Farm number 870, Kiluvya Area Coast region, Measuring 86 Acres.

2. DESCRIPTION OF THE SUBJECT MATTER:

The subject matter is a land Farm No. 870 situated in Kiluvya Area, Coastal region under the registered ownership of ("The Property")

3. EXCLUSIVITY TERMS:

- 3.1. The Vendor and the Purchaser enter into this Agreement in respect of the Property (land) described herein above on the day as hereinabove stipulated. Upon execution of this Agreement, the Purchaser shall, within 30 days, or any other period as may by consent be renewed by the parties herein, establish an escrow account with a licensed financial institution mutually agreed upon by the Parties and deposit an amount equivalent to **ten percent (10%) of the total transaction amount** into the said escrow account.
- 3.2. The escrowed funds shall remain in the escrow account pending the completion of the Vendor's obligations relating to the due diligence requirements, as set out under Clause 10.1, any other applicable clauses of this Agreement, and any legal requirements necessary to enable the execution of a Sale Agreement.
- 3.3. Upon the Vendor providing all documents required to complete the due diligence process, and subject to the Purchaser not opting out of the transaction, the escrowed funds shall be released to the Vendor's designated bank account as partial payment toward the purchase price and shall be considered part of the payment for the land pursuant to the terms provided in the Sale Agreement.

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- 3.4. The Prospective Vendor hereby commits that he will not sell the Property to any third party unless the Prospective Purchaser opts out of this Agreement or fails to proceed with the transaction within the Lock-out Period.
- 3.5. Upon execution of the Sale Agreement, the escrow deposit made by the Prospective Purchaser shall be deemed part of the purchase price and shall be released to the Vendor's designated account in accordance with the terms of the Sale Agreement.
- 3.6. In the event that the Sale Agreement is not executed due to the Prospective Purchaser's failure to perform or fulfill the conditions precedent to closing—except in cases where such failure is due to circumstances beyond the Prospective Purchaser's control—the escrowed amount shall be forfeited to the Vendor as compensation.
- 3.7. If the Sale Agreement is not executed or this Agreement is not fulfilled due to any breach or default on the part of the Prospective Vendor, the escrowed amount shall be refunded in full to the Prospective Purchaser. Any such breach shall be limited to the obligations stipulated in this Agreement and any undertakings as necessary that may have already been performed to enable the successful performance of this Exclusivity Agreement and the conclusion of the Sale Agreement.

4. PROMISE TO BUY:

- 4.1. The Prospective Purchaser promises to buy the Property for the price of \$9 per square meter only. This amount will be paid in full in the manner and terms that will be agreed in the sale agreement.
- 4.2. The Parties shall negotiate and finalize the Sale Agreement within the Lockout Term after the completion of the due diligence process and the completion of the obligations as stipulated herein.

5. PAYMENT TERMS

5.1 The purchase price for the Property is \$9 per square meter (the "**Purchase Price**"), payable as follows and all details regarding specific payment dates, milestones for the registration process, or conditions for payment shall be defined and included in the sale agreement.

5.2 The payments under this Agreement shall be made to the following bank account:

Name of Account:	Pioneer Builders Limited
Bank:	KCB Bank Tanzania Limited
Account No:	3300892996
Swift Code:	KCBLTZTZXXX

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6. LOCK OUT TERM

Save as otherwise provided herein, this agreement shall remain in force for a term of a period of One Hundred and Eighty days (180).

7. DUTY TO CONFIDENTIALITY:

The Parties shall be bound not to disclose offer of sale to third parties save for lawful attorneys, consultants, or affiliates, and both shall keep this information confidential among them. In the event either party breaches this confidentiality obligation by disclosing, directly or indirectly, any information regarding the offer of sale to any third party without the prior written consent of the other party, the breaching party shall be liable to the non-breaching party for any resulting damages. Additionally, the non-breaching party shall be entitled to seek injunctive relief to prevent further disclosures and to protect its interests.

8. DUTY OF GOOD FAITH:

The Prospective Vendor and the Prospective Purchaser are entering into this agreement in good faith, and this shall form among the primary duties of this agreement.

9. CONDITIONS SUPPORTING THE PROMISE

9.1. The Prospective Vendor will provide the required documents to the Prospective Purchaser to effect a successful transfer of the title to the Prospective Purchaser.

9.2. That, the Prospective Purchaser will buy the Property in accordance with the sale agreement to be executed.

9.3. That, the Prospective Vendor will sell the Property without any additional conditions or stipulations and in accordance with the sale agreement.

9.4. That, the Prospective Vendor will assist the Prospective Purchaser in all processes including but not limited to conducting official search, making relevant applications and notifications, and any other relevant process for the purpose of concluding and performing this Agreement.

9.5. In compliance to the Land Act and other applicable laws in Tanzania, the Prospective Vendor agrees to make reasonable efforts to facilitate an application for a change of use of the Property and obtain the necessary pertinent approvals before the beginning of the transfer process so as to afford the Prospective Purchaser to purchase the Property with the condition of use for their intended purposes and to enable him to undertake development on; or any other use of that land in connection with development on or a use of that land which is permitted under the right of occupancy granted.



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- 9.6. That, it is the responsibility of the Prospective Vendor to remove all fixtures, standing structures and chattels in the property that belong to any third parties, so that the land is clear for development.
- 9.7. As part of this agreement and for the sale of the land, the Prospective Vendor agrees to assume full responsibility for the relocation of any current occupants on the property, ensuring that the Prospective Purchaser is relieved of any obligations or liabilities related to any occupants' displacement during the transfer process.

10. UNDERTAKINGS

Given the urgency of the transactions and obligations under this Agreement and the prospective sale agreement, the Parties agree to perform the below during the period of this Exclusivity Agreement.

10.1 Due Diligence and Documentation

- i. The Prospective Vendor shall, within Thirty (30) days from the date of this Agreement, provide the Prospective Purchaser with all necessary documents related to the Property including, but not limited to,
 - a) A copy of the documents and Certificate confirming Title.
 - b) Any existing land use permits and conditions.
 - c) Documents evidencing up-to-date payments of the applicable taxes and obligations with respect to the property.
 - d) Any obligations, liens, liabilities, or encumbrances affecting the property
 - e) Any conclusive documents including Power of Attorney documents and/or authorization documents authorizing the Prospective Vendor herein to conduct this sale and any transactions thereto whether on himself or on behalf of any other party.
 - f) Any other document necessary for effecting the purpose of this Agreement
- ii. In the event the Prospective Vendor fails to provide all requested information and documents or otherwise hinders the successful completion of the due diligence process, such failure shall be deemed a breach of both this agreement and the sale agreement once executed. Consequently, the terms governing breach and compensation shall be enforced, and the Prospective Purchaser shall be entitled to compensation and the right to terminate this Agreement in the manner outlined herein without any obligations.
- iii. The Prospective Vendor acknowledges that the timely provision of complete and accurate information is essential for the completion of the transaction and agrees to accept the ramifications of any failure to comply with these obligations or furnish of any false, misleading, or misrepresentative information.



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10.2 Regulatory Approvals

It is the responsibility of both Parties to expedite the performance of this agreement including obtaining any required approvals or consents from relevant governmental authorities, including but not limited to applications for the registration of transfer, and changes to the title for the lot of land in question to facilitate the sale and transfer of the subject matter. The Prospective Vendor shall carry out the sub-division of the main Title so as to procure a sub-title covering 86 acres.

10.3 Formal Valuation:

- i. The Prospective Vendor shall arrange for a formal valuation of the Property to be conducted by a qualified and recognized valuer approved by both Parties at the cost of the vendor after the execution of this Agreement.
- ii. The valuation report shall be provided to both Parties.

10.4 Execution of Sale Agreement

The Parties shall negotiate and finalize the terms of the Sale Agreement within 7 days after completion of the due diligence process as per Clause 10.1 and the making of the deposit as stipulated herein. This Sale Agreement shall encapsulate all terms of sale including rights, payment terms and schedules, closing date, and any warranties provided by the Prospective Vendor.

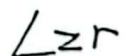
10.5 Transfer and Registration

Upon satisfaction of all conditions agreed in the Sale Agreement, the Prospective Vendor shall facilitate the execution of the transfer documents, and any other documentation required to complete the transfer and registration of the Property to the Prospective Purchaser with the relevant authorities including but not limited to matters of taxation and all relevant notices and undertakings necessary to affect the transfer successfully.

10.6 Non-Circumvention

Both Parties agree not to circumvent the terms of this Agreement, either directly or indirectly, and shall not engage in any activities that would interfere with the completion of the envisaged sale transaction.

11. TERMINATION OF THIS AGREEMENT:



11.1 This agreement will be terminated upon the signing of the sale agreement or the lapse of the term of this Exclusivity Agreement.

11.2 This Agreement will come to an end if there is a statutory declaration or orders that may block the matter (the "objective") herein to take place.

11.3 This Agreement may be terminated at the option of the Prospective Purchaser if the Prospective Vendor fails to furnish the required information or provide the necessary cooperation to support the Prospective Purchaser in the performance of the obligations set out herein and in the sale agreement to be executed between the Parties.

12. APPLICABLE TAXES AND FEES

12.1 The Prospective Vendor agrees to pay Consent fees and Capital Gain tax associated with the sale of the said property while the Prospective Purchaser will pay reasonable fees for change of use, transfer Fee, Stamp Duty, Registration Fees as well as any other taxes, charges or fees associated with acquisition of the said property that are applicable to the Prospective Purchaser in compliance with the Laws of Tanzania.

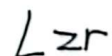
12.2 Each Party shall be responsible for any other payments to any service providers they engage in the said transaction without affecting the other party's rights herein. Without affecting these provisions, the parties shall equally contribute the agency fee at the rate of one per centum of the agreed net price payable to the Agent who has facilitated this transaction and the Parties shall sign a written confirmation of such payment.

13. OTHER IMPORTANT CLAUSES:

13.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of Tanzania. Any disputes arising out of or in connection with this Agreement shall, should an amicable resolution fail, be subject to the exclusive jurisdiction of the United Republic of Tanzania and be conclusively determined through relevant Courts or Tribunals.

13.2 Amendments: No modification or amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

13.3 Entire Agreement: This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties. If a provision of this Agreement is or becomes illegal, unenforceable, or invalid under any law and cannot be construed in such a way to



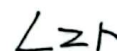
reflect the initial agreement by the parties it shall be removed and the remainder of the terms of the Agreement shall still remain effective and enforceable.

- 13.4 Indemnity Clause:** Each Party agrees to indemnify and hold harmless the other Party and their assignees against any circumstances, including but not limited to, indemnifying and keeping them harmless from all actions, claims, and proceedings from time to time made against that Party, as well as any loss or damage and all payments, costs, and expenses incurred by that Party as a consequence of, or which would not have arisen but for, those circumstances; provided, however, that this indemnification does not extend to claims arising from intentional misconduct or negligence of the indemnified Party. This indemnity shall survive the termination of this Agreement and the closing of the sale.
- 13.5 Force Majeure:** Neither party shall be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay is due to circumstances beyond their reasonable control, including but not limited to infrastructure breakdown, natural disasters, wars, acts of terrorism, or changes in governmental regulations. Force Majeure Event shall mean fire; flood, earthquake, wind, or other natural disaster; war, riot or civil disorder, strike, lockout, or other labor dispute; and embargo, quarantine or similar governmental action. The period of performance shall be extended to such extent as may be appropriate after the cause of the delay or non-performance has been removed.
- 13.6 Waiver:** No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
- 13.7 Notices:** All notices served under any provision in this Agreement to either party shall be in written form and shall be sent either by facsimile, electronic mail, or by registered mail including courier delivery and first-class post, and if sent or delivered to a party's Lawyer shall have the same effect as sending or delivering it to that party. The Notice shall be assumed to have reached the other Party if by mail 5 business days from the date of posting, if by courier upon signing the receipt, if personally, upon delivery to the recognized persons, and if by electronic mail, after 3 days if no mail return note has been received.

The address for service of the notice to the Parties herein shall be:

The Prospective Vendor
M/S. Pioneer Builders Limited,

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The Prospective Vendor

M/S. Pioneer Builders Limited,
Postal Office number 20823,
Dar es Salaam – Tanzania
Email: emetta@pioneerbuilders.co.tz
Phone: 0784 637537 0754 699499

The Prospective Purchaser

HWTZ Investment Ltd,
P. O. Box 14110,
Dar es Salaam
Email: liuzr@cnhwjt.com
Phone: 0765 854854

IN WITNESS whereof the parties hereto have set their hands on this Agreement this
day of April, 2025.

SEALED by the **COMMON SEAL** of
M/S. PIONEER BUILDERS LIMITED
at Dar es Salaam in our presence on
this 4th day of April, 2025.



AUTHORIZED PERSONS: ENMANUEL JOHAN METTA

SIGNATURE *[Signature]*
QUALIFICATION *Director*
POSTAL ADDRESS *Box 20823 DSM*

SIGNATURE *[Signature]*
QUALIFICATION *DIRECTOR*
POSTAL ADDRESS *Box 20823 DSM*

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SEALED by the Common SEAL of
HWTZ INVESTMENT LTD
at Dar es Salaam in our presence on
this 4th day of April, 2025.

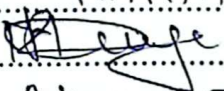
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PROSPECTIVE PURCHASER'S SEAL

AUTHORIZED PERSONS: Liu Ziran

SIGNATURE Liu ziran
QUALIFICATION Director
POSTAL ADDRESS Box #14110 DSM
Liu ziran

SIGNATURE
QUALIFICATION
POSTAL ADDRESS.....

WITNESSED BY

NAME Musa Raphael MRAGA
SIGNATURE 
QUALIFICATION ADVOCATE
POSTAL ADDRESS 16 # 1 DSM



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