DATED THIS .....18TH.....DAY OF.....JULY..... 2025

SALE AGREEMENT

Between

SOAP AND ALLIED INDUSTRIES LIMITED

And

CHUHANG INVESTMENT COMPANY LIMITED

PROPERTY

PROPERTY TO BE SOLD: Plot No.75, 77 and 79 with 196,269 Square Metres

(Equivalent to 48.50 Acres)

LOCATED AT KAZOLE VIKINDU AREA- MKURANGA DISTRICT WITHIN COAST REGION

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SALE AGREEMENT

THIS AGREEMENT is made on the ....18th..... day of.....July....., 2025

Between

SOAP AND ALLIED INDUSTRIES LIMITED, A Company registered In the United Republic of Tanzania of P.O. Box 283, DAR ES SALAAM (hereinafter referred to as the **"SELLER")** of the one part:

And

CHUHANG INVESTMENT COMPANY LIMITED, A Company registered In the United Republic of Tanzania of P.O. Box DAR ES SALAAM and BRELA Incorporation Number **186226070** (hereinafter referred to as the **"PURCHASER")** of the other part:

WHEREAS the **SELLER** desires to sell and the **PURCHASER** desire to purchase the **SELLER'S** property on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE IN CONSIDERATION of the promises and the mutual covenants of the parties hereto as set forth hereinafter, it Is mutually agreed as follows; -

1: DEFINITION AND INTERPRETATION

1.1: In this Agreement, unless the context otherwise requires; -

"Agreement" means this Sale Agreement as originally executed, and all instruments supplemental thereto and any amendments to this Agreement subsequently agreed upon from time to time in writing by the parties.

"Completion" means the Completion of all those matters set out in Clause 4:1;

"Completlon Date" means the date on which Completion occurs;

"Consideration" means the sum of the Purchase Price amounting to sum of **Seven Hundred and Twenty-Seven Million, Five Hundred Thousand Tanzanian Shillings (Tzs. 727,500,000/=)**

"Encumbrance" means any encumbrance including without limitation Any claim. debenture, mortgage, pledge, charge, lien, Deposit by way of security, bill of sale, option or right of Pre-emption, beneficial ownership, (Including usufruct And similar entitlements) any provisional or executional attachment and any other interest held by third party.

"Government" means the Government of the United Republic of Tanzania.

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"Information"	means all information relating to the Property as hereinabove described, the subject of this Agreement, including without limitation Information relating to the Title over the Property as originally existing;
"Party"	means any one of the signatories to this Agreement;
"Permits"	means all permits, licenses. consents, approvals, certificates, qualifications, registrations or other authorizations. of filings of notification, reports or assessments to be Issued to the PURCHASER the transfer of the Property to the PURCHASER.
"Property"	Means **Plot No. 75, 77 and 79 with 196,269 (Equivalent to 48.50 Acres)** located at **KAZOLE VIKINDU AREA - MKURANGA DISTRICT** within **COAST REGION**
"Purchase Price"	**Seven Hundred and Twenty-Seven Million, Five Hundred Thousand Tanzanian Shillings (Tzs. 727,500,000/=) based at a rate of Tanzania Shillings Fifteen Million (Tzs. 15,000,000) per Acre.**
"Taxation"	means all forms of taxation, duties, levies, Imposts and Social security charges, including, without limitation, Value added tax, capital gains tax and other legal Transaction taxes, (municipal) real estate taxes other Municipal taxes and duties, land rent, environment Taxes and duties and any other type of taxes or duties Payable by the SELLER with any interest, penalties surcharges or fines relating thereto, due payable levied, imposed upon or claimed to be owed by the SELLER up to the date of Delivery of the Certificate of Title to the PURCHASER. Thereafter such costs and taxes shall be payable by the PURCHASER as per the law.

1.2 References to the singular Include. when the context so admits references to the plural and vice versa and references to Clauses, and Schedules are references to the Clauses of this Agreement.

1.3 References to any statutes shall Include any statute, by-law, regulation or delegated legislation modifying, re-enacting or made pursuant to the same or which Is modified, re-enacted or extended by the same or pursuant to which the same Is made.

1.4 Words importing the masculine gender shall Include the feminine gender and vice versa.

1.5 The headings as used In this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.

1.6 References to any document or agreement Include references to such document or agreement as amended. notarized, replaced or supplemented from time to time.

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1:7 Reference to any person or Party include that person's or Party's successors or permitted assigns.

1:8 If any of the provisions in this Agreement shall for any reason be held to be Invalid, illegal or not enforceable In any respect, such Invalidity, Illegality or non-enforceability shall not affect any other provision hereof. and the invalid, illegal or unenforceable provision will be deemed never to have been contained herein. In the event of such invalidity. illegality or unenforceability, the Parties shall use their best efforts to achieve the purpose of the relevant provision by amending this Agreement and providing for a new legally valid and enforceable provision.

2. SALE OF ASSETS AND PRICE

2.1 Upon and subject to the terms and conditions of this Agreement. the SELLER shall sell. and hand over to the PURCHASER, and PURCHASER shall purchase and acquire from the SELLER all that land described as **Plot No. 75, 77 and 79 with 196,269 (Equivalent to 48.50 Acres)** located at **KAZOLE VIKINDU AREA - MKURANGA DISTRICT** within **COAST REGION** and the developments made therein. The property Is surveyed for use as ..... but does not have a Certificate of Title until such time that the SELLER shall process and Issue It In the PURCHASER'S name.

The Purchase Price for the Property stated in Clause 2.1 above shall be **Seven Hundred and Twenty-Seven Million, Five Hundred Thousand Tanzanian Shillings (Tzs. 727,500,000/=)**

Provided that the PURCHASER shall be entitled to a Derivative Title under the Tanzania Investment and Special Economic Zones Authority (TISEZA) for being a Foreign Company.

3. TERMS AND CONDITIONS OF PAYMENT OF THE PURCHASE PRICE

3.1 The purchase price is payable as per below schedule:

a) Thirty percent (30%) of purchase price payable immediately on signing of sale agreement;
b) Thirty percent (30%) of the balance payable after one calendar month
c) Twenty percent (20%) of the balance payable at the end of month September 2025
d) Twenty percent (20%) being final payment immediately the seller provides and facilitates TANESCO Mains Electricity connection to the site to the satisfaction of the Purchaser

3.2 The SELLER shall Immediately upon signing this Agreement process the Certificates of Right of Occupancy for the sold plots and supplying the same to the PURCHASER.

4. DELIVERY, GIVING PROSSESSION AND TRANSFER OF TITLE

4.1 Upon completion. the SELLER shall deliver to the PURCHASER

4.1.I The Certificate of Title for the Property duly registered In the name of the Purchaser, free and discharged of all mortgages or other encumbrances If any and with use category being.....

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4.1.2 Vacant possession of the Property together with a power supply point at the outer part of the fence of each Plot sold

4.1.3 The information and all other records. documents. lists categories, literature and material as are included In. or relate to, the Property.

4.1.4 Upon being given possession of the property, purchaser will have an exclusive title over the property and he will be at liberty If he so wishes to dispose it to private person, corporate body, governmental and non-governmental organizations or any other person of whatever description.

4.1.5 That, there will be no time limit required for the PURCHASER to develop the plots. To be specific. the Purchaser will be at liberty to develop that plots at any time he wishes to do so. subject to the conditions of the PURCHASER'S Certificate of Title and land regulations.

4.1.6 That the PURCHASER shall not be charged any management or maintenance charges by the SELLER or any other authority having management of the industrial area where the sold Plots are located.

5. STATUS OF THE PROPERTY

5.1 The PURCHASER had prior to the execution of the Sale Agreement, received an undertaking from the SELLER that the said land is surveyed and ready for issuance of new Certificates of Title and that this agreement is based upon the undertaking bv the PURCHASER that the Information Is accurate and a true representation of the status of the property being sold hereby.

5.2 That the PURCHASER had prior to execution of this agreement conducted a due diligence of the SELLER'S capacity to dispose of the property hereby sold and that the latter has a clean title to pass to the PURCHASER.

6. REPRESENTANTIONS AND WARRANTIES Of THE SELLER

6.1 The SELLER represents and warrants to the PURCHASER as of the date of signing of this Agreement that it Is acting in good faith and that each representation and warranty as it applies to is true, accurate, complete and not misleading.

6.2 The SELLER represents and warrants the following to the PURCHASER as of the date of signing of this Agreement:

6.2.1 The SELLER Is the legally registered occupant of the piece and parcel of land, being the Property, and therefore has title lo transfer to the PURCHA.SER.

6.2.2 The execution of this Agreement by the SELLER shall constitute a legal, valid and binding obligation of the SELLER In accordance with Its terms.

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6.3 The SELLER acknowledges that the PURCHASER Is relying upon the representations and warranties given by It under this Clause 6 in entering Into this Agreement.

6.4 That In the event of the Seller failure to give vacant possession and title to the Purchaser of the Plot of Land earmarked for sale or any other Plot hereby sold, this agreement shall terminate at the option of the Purchaser and the Seller shall be obliged to refund all the monies paid upon it vide this agreement plus an interest of Ten per centum (10%) thereon.

6.5 That the SELLER is obliged to deliver to the PURCHASER the Certificates of Title to the land hereby sold within a period of Forty (40) days from the date of signing this deed subject to any delays beyond its control and/or due to the PURCHASER'S TISEZA Status. failure of which the SELLER shall be deemed to have failed to pass title to the PURCHASER under clause *6.4* hereof.

7. REPRESENTANTIONS AND WARRANTIES OF THE PURCHASER

7.1 The PURCHASER represent and warrant the following to the SELLER as of the date of signing g of this Agreement:

7.1.1 All actions required to authorize the entering into this Agreement by the PURCHASER and the performance of its obligations hereunder have been duly taken;

7.1.2 The execution of this Agreement or the performance by the PURCHASER of obligations hereunder will not result in any breach of any agreement to which the PURCHASER or of any Court order. and

7.1.3 This Agreement has been duly executed and delivered by the PURCHASER and constitutes a legal. valid and binding obligation of the PURCHASER in accordance with its terms.

7.1.4 That the PURCHASER is registered under the Tanzania Investment and Special Economic Zones Authority (TISEZA) and shall supply the SELLER with a certificate of Incentives for purposes of issuance of its Certificate of Right of Occupancy.

7.2 The PURCHASER acknowledges that the SELLER Is relying upon the representations and warranties given by the PURCHASER under this Clause 7 in entering into this Agreement.

8. SURVIVAL AND BREACH OF REPRESENTANTIONS AND WARRANTIES

8.1 The SELLER shall indemnify the PURCHASER against all actions, claims, demands or loses arising from any misrepresentation. breach of warranty or breach of undertaking by the SELLER under this Agreement provided that. In the case of any action. claim, demand or loss arising from any breach of warranty.

8.1.1 No such claim shall be made unless it exceeds Tanzanian shillings **ONE MILLION** (Tshs. **1,000,000/=**)

8.1.2 The aggregate liability of the SELLER In respect of all claims to the PURCHASER is not limited to the Purchase Price plus Interest thereon at the rate of I 0%.

8.1.3 The SELLER'S liability under this clause shall cease with the delivery of Title in the PURCHASER'S name.

8.2 The PURCHASER shall indemnify the SELLER against all actions. claims demand or losses arising from any misrepresentation by the PURCHASER under this Agreement or breach of any terms hereof and that the aggregate liability of the PURCHASER In respect of all claims is limited to the Purchase Price.

8.3 Recovery or indemnification for or by any Party for any misrepresentation or breach of under this Agreement shall be permitted only in respect of claims made prior to the First Anniversary of the date the Agreement is signed. No party shall have any liability whatsoever in respect of any such breach occurring on or following the First Anniversary of the date of this Agreement.

8.4 Each of the obligations, warranties Indemnities accepted, given. made. repeated or deemed repeated under this Agreement which have not been fully performed at Completion shall continue in full force and effect notwithstanding completion or any other event or matter whatsoever and shall inure to and be of the benefit of the parties and their respective successors and permitted assigns.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 This Agreement shall be governed by and construed in accordance with the lows of Tanzania.

9.2 Any dispute arising out of or in connection with this Agreement shall be settled amicably by the Parties failing which the aggrieved Party may take if the claim Is within the pecuniary jurisdiction of the High Court. legal action at the Commercial Division of the High Court.

10. BREACH OF AGREEMENT AND FORCE MAJEURE

10.1 If any representation or warranty mentioned in these presents is incorrect or should a party be In default In executing or falling to execute any of its obligations hereunder. any other party shall be entitled to notify the defaulting party In writing with appropriate particulars and is such other party cannot be satisfied as to any corrective action taken in respect thereof or if the Inaccuracy Is not corrected or the obligations executed within seven (7) days from the dote or the written notice. such other party shall have the right to exercise any recourse available in law.

10.2 In Case of default, all rights and remedies conferred by this Agreement are additional to and without prejudice to any other rights or remedies under the general law, including any right to specific performance, to claim damages or compensation. any right to rescission and any the statutory remedies.

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10.3 No party(or any person acting on their behalf)shall have any responsibility or liability for failure to fulfill any obligation under this Agreement so long as and to the extent to which the fulfillment If such obligation Is prevented. frustrated, hindered or delayed as a consequence of circumstances of Force Majeure.

10.4 A party claiming the benefit of this provision shall, as soon as reasonably possible upon the occurrence of any such event. notify the other party of the nature and extent of such force majeure condition and shall use due diligence to remove any such causes and resume the performance of this Agreement as soon and as far as it would be possible.

11. EXPENSES AND TAXES

11.1 All taxes, duties or fees and all other such payments incidental to the transactions contemplated by this Agreement shall be paid by the SELLER with the exception of Stomp Duty and costs of obtaining the Certificate of Title In its name.

12. FURTHER ASSURANCES

The SELLER shall execute such other documents and do such other acts and things as the PURCHASERS may reasonably require in order perfecting the right. title and interest of the PURCHASER in the Property.

13. ANNOUNCEMENTS OR COMMUNICATIONS

No announcement or communication concerning the terms or conditions of this Agreement shall be made or authorized by any of the Parties before the Completion Date without the prior written consent of the other party except to the extent any statement or disclosure may be required by law.

14. COMPLETE AGREEMENT AND AMENDMENTS

This Agreement constitutes the complete agreement between the parties as to the matters herein dealt with and replaces all other agreements In this regard, if any. This Agreement may not be modified or amended except by written document signed by each of the Parties.

15. WAIVER OF RIGHTS

Except as otherwise provided In this Agreement or in the case of an express written waiver. the fact that either party does not exercise all or any party of Its rights which are conferred by this Agreement shall not constituted In any event the waiver or abandonment of the rights not exercised.

16. SUCCESSORS AND ASSIGNS

16.1 This Agreement shall inure to the benefit of the Parties and their respective successors and permitted assigns.

16.2 It is hereby agreed and declared that the PURCHASERIs entitled to assign or transfer the rights and/or obligations under this Agreement to any person or their associate company's subject to the several covenants and obligations contained herein and SELLER shall not raise any objections or requisitions In respect thereof.

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17. **NOTICES**

17.1 All notices, requests, consents. demands waivers or other communications under or In connection with this Agreement shall be in writing in the English language and shall be sent by hand delivery or by prepaid first class registered air mail to the addresses set forth below:

17.2 **In the case of the PURCHASER to;**

.....

P.O. Box..... .....

DAR ES SALAAM.

In the Case of the SELLER to:

The Managing Director,
Soap and Allied Industries Limited,
P.O. Box 283,
Dar es salaam

17.3 The parties may. at any time. by like notice to each other party designate any other addresses and/or telefax number to which notices and other communications should be transmitted.

17.4 Any such notices. requests, demands or communications shall be deemed to have been properly given or delivered as aforesaid to the party to which it was addressed only when it has been received by such party. and in the case of registered mail, on the fourteenth (14ml business day following posting. and to prove such posting it shall be sufficient to prove that the envelope was properly addressed, stamped and mailed at a post office.

18. **IMPLEMENTANTION OF AGREEMENT**

Each of the parties undertake to take all steps necessary for its implementation and to sign or to have signed from time to time all other documents. contracts or writing and to do. or to see that there is done, all thot which is considered necessary in order to fulfill the object of this Agreement and in order to give full effect to all of its provisions.

19. **COUNTERPARTS**

This Agreement may be executed in three (3) counterparts each of which when executed and delivered is an original. but all the counterparts together constitute the same instrument.

IN WITNESS WHEREOF: - The parties hereto have executed this Agreement on the day and year first hereinabove written.

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Soap and Allied Industries Limited
P.O. Box 283,
Dar es Salaam, Tanzania

.....
COMMON SEAL
OF SELLER

Name: MR. ZAHIR RHEMTULA

Qualification: .....Director.....

Signature:.....

Date: 18th July 2025

Name: MR HAMID BHARMAL

Qualification: .....Director.....

Signature: HBharmal

Date: 18th July 2025

WITNESSED BY:

Name: Susan T. Nelima

Qualification: Advocate/Comm. for Oaths

Signature:.....

Date: 18th July 2025

Nelima Susan Taryn
Box 105697 Dar es Salaam
Advocate, Notary Public
& Commissioner for Oaths

Chihuang Investment Company Limited
P.O. Box,
Dar es Salaam, Tanzania

CHIHUANG INVESTMENT COMPANY LIMITED
10 JUL 2025
DAR ES SALAAM
TANZANIA

.....
COMMON SEAL
OF PURCHASER

Name: ZHIBIAO FENG

Qualification: .....Director.....

Signature:

Date: 7/16/2025

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Name: GUANG HONG MEI

Qualification: .....Director.....

Signature: .....

Date: 7/18/2025

WITNESSED BY:

Name: Susan F. Nelima

Qualification: Commissioner for Oaths

Signature: .....

Date: 18th July 2025

Nelima Susan Taryn
Box 105697 Dar es Salaam
Advocate, Notary Public
& Commissioner for Oaths

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