

SALE AGREEMENT

BETWEEN

DORAH GODFREY LEWIS
"As a Legal Personal Representative of GOODLUCK
ORGENESS MANGOWI" (THE DECEASED)

AND

YAN KUN (PTY) LIMITED

FOR PLOT NO. 96 AND PLOT NO. 97 OF LAND SITUATED
AT VISIGA MIWALENI, KIBAHA TOWN COUNCIL,
PWANI REGION, MEASURING APPROXIMATELY 3.1
ACRES



THIS AGREEMENT is made on the 16th day of September, 2025

BETWEEN

DORAH GODFREY LEWIS, as a Legal Personal Representative of GOODLUCK ORGENESS MANGOWI (The Deceased), an adult natural person of P. O. Box 30041, Kibaha, Tanzania with citizen identity card number **19630713-23601-00002-11** (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

YAN KUN (PTY) LIMITED, a limited liability company incorporated under the laws of the Republic of Tanzania, whose address for the purpose of 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 Legal Personal Representative of GOODLUCK ORGENESS MANGOWI (The Deceased), who owns Plot No. 96 and Plot No. 97 situated at Visiga Miwaleni, Kibaha Town Council, Pwani Region, measuring approximately 3.1 acres. (hereinafter referred to as "**the Property**");

AND WHEREAS:

After the demise of the late GOODLUCK ORGENESS MANGOWI and following the series of discussions and negotiation of both parties herein, the Vendor is desirous of selling the said property and the Purchaser is desirous and able to purchase the said property from the Vendor at a consideration of **TZS 558,000,000/=** (Hereinafter referred to as the "**Purchase Price**"). The price includes the land and all the buildings, trees and other things on the land.

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 Centre and shall, subject to the purchase of the property and at its own costs, apply for the same through the Tanzania Investment Centre.



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 180,000,000/=** per acre, the Vendor sells the Property for a total of **TZS 558,000,000/= as the purchase price**. That the Vendor hereby sell 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 and all the buildings, trees and other things on the land. That the price shall be paid as per the actual size of the land

2.3 That the Purchase Price stipulated herein, shall be paid by the Purchaser to the Vendor in accordance with the provisions of clause 3.0 herein.

3.0 Mode of Payment of Purchase Price:

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

3.1 That the First Instalment of **ten percent (10%)** of the purchase price, being **TZS 55,800,000/=** shall be paid to the vendor within five (5) days after the signing of this agreement.

3.2 Upon the signing of this Agreement, an **Escrow Account** shall be opened in the names of both the Purchaser and the appointed representative of the vendor at a mutually agreed bank.

3.3 Correspondingly, an Escrow Account Agreement shall be executed as follows:

- Between **the Purchaser** and **one nominated Vendor** outlining the terms and conditions governing the escrow account established with this Vendor.

3.4 The Purchaser shall deposit an amount of **TZS 502,200,000/=**, being **90%** of the purchase amount, to the escrow account immediately after the change of land use and survey is completed.

3.5 The Vendor shall be entitled to withdraw **70%** of the amount deposited to the escrow account, amounting to **TZS 390,600,000/=**, which shall be released to the Vendor after completion of the change of Land use and registration of the new surveyed map, which includes all the properties.



- 3.6 Prior to the release of 70%, all transfer documents shall be signed by the parties, and once 70% is paid, the original title shall be released to facilitate the process of transfer.
- 3.7 The remaining balance of **20%** in the escrow account, amounting to **TZS 111,600,000/=**, shall be released to the Vendor after the completion of all transfer processes, registration of Certificate of Title into the names of Tanzania Investment Centre and the issuance of Derivative Title in the name of the Purchaser.
- 3.8 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 Sales Agreement as well as the handover of all Original documents for ownership of the property to the purchaser.
- 3.9 The parties further agree that all the payments shall be paid through a bank account of the vendor with the following details;

Bank name CRDB

Account Name DORAH GODFREY LEWIS

Account number 0152894990700

Branch MLANDIZI

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 INDEMNITY

- 5.1 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.

6.0 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.

7.0 COSTS

7.1 General costs:

Each party shall be responsible for its respective legal costs incurred with respect to the preparation and implementation of this Agreement.

7.2 Survey Fees:

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 both parties. It is mutually agreed that the purchaser shall pay half of the amount, but not more than **TZS 5,000,000/=**, for all the costs involved for the change of land use and survey. and other costs shall be borne by the Vendor.

7.3 The Capital Gains Tax and Other Costs:

Capital Gains Tax, Approval and Notification Fees, as well as Valuation Approval fees (if any), arising out of the transfer and acquisition of the property shall be borne by the Vendor. The Vendor undertakes to pay the Capital Gains Tax to TRA in a timely manner.

7.4 Other Costs:

It is further agreed by both parties that each party shall bear its own costs and taxes related to the transaction in accordance with the laws of the United Republic of Tanzania.

8.0 BOUNDARIES AND PLOT SIZE

8.1 The Vendor warrants that to the best of her knowledge, all the beacons relating to the plot are in place and unaltered and that the boundaries of the property are all intact.

8.2 The Vendor warrants that, to the best of her 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.

9.0 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

9.1 The validity, construction and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania.



9.2 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.

10.0 TERMINATION

10.1 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: -

10.2 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.

10.3 Failure to make full and prompt payment of the purchase price by the purchaser to the vendor as stipulated in clause 3.0 hereinabove.

10.4 Upon insolvency and or liquidation of either of the parties to this agreement.

10.5 Upon execution of all obligations as stipulated in this agreement.

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

SIGNED by the said DORAH GODFREY LEWIS
"as Legal Personal Representative of
GOODLUCK ORGENESS MANGOWI." (The Deceased)

who is known to me personally/identified
to me by Peter Fanyu
latter known to me personally in our
presence this 18th day of September, 2025


VENDOR


Name: GLADNESS ELLY ORGENESS

Signature: 

Designation: Witness



Name: CHRISTINA GOODLUCK MANGOWI

Signature: 

Designation: Witness



Name: BOELI LEONARD MANGOWI

Signature: 

Designation: Witness



BEFORE ME

Name: Gallitien Ben

Signature: 

Postal Address: 75875 Binu

Designation: Advocate





SEALED with the COMMON SEAL of the said
YAN KUN (PTY) LIMITED and
DELIVERED at DAR ES SALAAM in the
the presence of us this 18th day of September 2025.



Name: Zhou Shiyun
Signature: 周世云
Postal Address: 79575 DSM
Designation: Director

Name: Chen Feng
Signature: 陈峰
Postal Address: 79575 DSM
Designation: Director

SALE AGREEMENT

BETWEEN

DORAH GODFREY LEWIS
"As a Legal Personal Representative of GOODLUCK
ORGENESS MANGOWI" (THE DECEASED)

AND

YAN KUN (PTY) LIMITED

FOR THE TWO (2) PARCELS OF LAND SITUATED AT
VISIGA MIWALENI, KIBAHA TOWN COUNCIL,
PWANI REGION, MEASURING APPROXIMATELY 3
ACRES

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

BETWEEN

DORAH GODFREY LEWIS, as a Legal Personal Representative of GOODLUCK ORGENESS MANGOWI (The Deceased), an adult natural person of P. O. Box 3004, Kibaha, Tanzania with citizen identity card number **19630713-23601-00002-11** (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

YAN KUN (PTY) LIMITED a limited liability company incorporated under the laws of the Republic of Tanzania, whose address for the purpose of this Agreement is of 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 Legal Personal Representative of GOODLUCK ORGENESS MANGOWI (The Deceased), who owns Two (2) parcels of land situated at Visiga Miwaleni, Kibaha Town Council, Pwani Region, measuring approximately 3.04 acres. (hereinafter referred to as "**the Property**");

AND WHEREAS:

After the demise of the late GOODLUCK ORGENESS MANGOWI and following the series of discussions and negotiations of both parties herein, the Vendor is desirous of selling the said property and the Purchaser is desirous and able to purchase the said property from the Vendor at a consideration of **TZS 540,000,000/=** (Hereinafter referred to as the "**Purchase Price**"). The price includes the land and all the buildings, trees and other things on the land.

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 Centre and shall, subject to the purchase of the property and at its own costs, apply for the same through the Tanzania Investment Centre.

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 180,000,000** per acre, the Vendor sells the Property for a total of **TZS 540,000,000/=, as the purchase price**. That the Vendor hereby sell 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 and all the buildings, trees and other things on the land. That the price shall be paid as per the actual size of the land

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3.1 That the First Instalment of **ten percent (10%)** of the purchase price, being **TZS 54,000,000/=**, shall be paid to the vendor within five (5) days after the signing of this agreement.

3.2 Upon the signing of this Agreement, an **Escrow Account** shall be opened in the names of both the Purchaser and the appointed representative of the vendor at a mutually agreed bank.

3.3 Correspondingly, an Escrow Account Agreement shall be executed as follows:

- Between **the Purchaser** and **one nominated Vendor** outlining the terms and conditions governing the escrow account established with this Vendor.

3.4 The Purchaser shall deposit an amount of **TZS 486,000,000/=**, being **90%** of the purchase amount to the escrow account immediately after the change of land use and survey is completed.

3.5 The Vendor shall be entitled to withdraw **70%** of the amount deposited to the escrow account, amounting to **TZS 378,000,000/=**, which shall be released to the Vendor after completion of the change of Land use and registration of the new surveyed map, which includes all the properties.



- 3.6 Prior to the release of 70%, all transfer documents shall be signed by the parties, and once 70% is paid, the original title shall be released to facilitate the process of transfer.
- 3.7 The remaining balance of **20%** in the escrow account, amounting to **TZS 108,000,000/=**, shall be released to the Vendor after the completion of all transfer processes, registration of Certificate of Title into the names of Tanzania Investment Centre and the issuance of Derivative Title in the name of the Purchaser.
- 3.8 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 Sales Agreement as well as the handover of all Original documents for ownership of the property to the purchaser.
- 3.9 The parties further agree that all the payments shall be paid through a bank account of the vendor with the following details;

Bank name CRDB
Account Name DORAH GODFREY LEWIS
Account number 0152894990700
Branch MLANDIZI

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

5.0 INDEMNITY

- 5.1 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.

6.0 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.

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8.2 The Vendor warrants that, to the best of her 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.

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9.2 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.

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10.3 Failure to make full and prompt payment of the purchase price by the purchaser to the vendor as stipulated in clause 3.0 hereinabove.

10.4 Upon insolvency and or liquidation of either of the parties to this agreement.

10.5 Upon execution of all obligations as stipulated in this agreement.




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


SIGNED by the said **DORAH GODFREY LEWIS**
"as Legal Personal Representative of
GOODLUCK ORGENESS MANGOWI." (The Deceased)

who is known to me personally/identified
to me by..... Peper Kangas.....
latter known to me personally in our
presence this 1st day of September 2025



VENDOR

Name: GLADNESS ELT ORGENESS
Signature:  wi.
Designation: Witness




Name: CHRISTINA GOODLUCK MANGOWI
Signature: 
Designation: Witness



Name: BOELI LEONARD MANGOWI
Signature: 
Designation: Witness



BEFORE ME
Name: Godlitta Ben
Signature: 
Postal Address: 75575, Prens
Designation: Advocate





SEALED with the COMMON SEAL of the said
YAN KUN (PTY) LIMITED and
DELIVERED at DAR ES SALAAM in the
the presence of us this 18th day of September 2025.



Name: Zhou Shiyun
Signature: [Handwritten Signature]
Postal Address: 7575 Dm
Designation: DIRECTOR

Name: Chen Feng
Signature: [Handwritten Signature]
Postal Address: 7575 Dm
Designation: DIRECTOR

[Handwritten Mark]