

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, CAP 113
(R.E 2019)

CONTRACT FOR A DISPOSITION FOR A
RIGHT OF OCCUPANCY

以下签署人

BETWEEN THE UNDERSIGNED

KWALA INDUSTRIAL PARK, 根据坦桑尼亚法律注册的私营有限公司, 注册号为 **152684223**, 注册地址为邮政编码 14112, 代表人为 NIVEDH SHETTY, 联系电话为+255 683974181, 电子邮箱为 nivedh.shetty@arisenet.com, 街道 WARIOBA, 道路 MWAI KIBAKI, 地块编号 119, 街区编号 504, 房屋编号 TOWER 5。

KWALA INDUSTRIAL PARK, private limited company under Tanzania law, registered under number **152684223**, whose registered office is located at Postal code 14112, the representative is NIVEDH SHETTY, contact number: +255 683974181, email: nivedh.shetty@arisenet.com. Street WARIOBA, Road MWAI KIBAKI, Plot number 119, Block number 504, House number TOWER 5.

以下简称 "KIP" 或 "开发商"

Hereinafter known as the "KIP" or the "Developer"

以及

AND

公司名称: 佰佰安护理用品 (坦桑尼亚) 有限公司

公司地址:

注册编号:

电子邮件:

电话号码:



代表姓名:

以下简称 "**Brilliant** "或 "运营方"。

Name of the company: BRILLIANT CARE PRODUCT TANZANIA CO. LTD.

Address:

registration number:

Email:

Phone number:

Name of the Representative:

Hereafter referred to as the "Brilliant" or the "Operator".

鉴于

WHEREAS:

- (A) 根据 KIP 与坦桑尼亚投资中心于 2024 年 3 月 5 日签署的租赁协议 ("租赁协议"), KIP 已从坦桑尼亚投资中心登记为占用人, 并对 Kwala 陆港对面 9,982,140 平方米的土地 ("土地") 拥有独家、独立和未被抵押的所有权和占用权 ("占用权"), 租赁期为 99 年。
- (A) KIP is registered as occupier from Tanzania Investment and Special Economic Zones Authority and holds exclusive, independent, and unencumbered Title and Right to Occupancy ("Occupany Right") for 9,982,140 sqm of land ("Land") opposite to the Kwala Dry port according to the Considering the Leasehold Agreement signed between KIP and Tanzania Investment and Special Economic Zones Authority on 5 March 2024 ("Leasehold Agreement) for a term of 99 years.
- (B) KIP 作为工业园, 已在该土地上建立了一个综合多功能开发项目, 包括商业区、工业区和相关的便利设施, 称为 Kwala 工业园或园区。
- (B) KIP, as Developer, has establish a integrated mixed-use development on the Land comprising of commercial areas, industrial zones and related amenities and facilities to be known as Kwala Industrial Park or the Park
- (C) KIP 打算通过向 Brilliant 授予长期租约的方式转让土地的某些部分, 目的是让每个运营方根据 KIP 施加的开发控制、契约和条件以及与各部分有关的分租约中的规定, 拥有、开发、管理和经营自己的部分。

- (C) The Developer intends to transfer certain portions of the Land through the grant of long-term leases to Operators with the intent that each Operator will own, develop, manage and operate its portion in accordance with the development controls, covenants and conditions imposed by the Developer and contained in the respective sub-leases relating to each portions.
- (D) 鉴于上述情况，KIP 同意以以下费用为条件，授予 Brilliant 在附件 I 中列出的地块（以下简称“地块”）的所有权和使用权，总面积为 **80,400.60** 平方米（实际面积以实际测绘为准），具体条款、条件、契约和规定如下所述。
- (D) In consideration of the payment of the fee provided below, the Developer has agreed to grant to Brilliant the titles and the Occupation Rights on its lease rights on the the Plot in Exhibit I with a total area of **80,400.60 sqm** (The actual area is subject to the actual survey.)subject to and on the terms, conditions, covenants and stipulations set out herein.
- (E) Brilliant 和 KIP 证明，它们没有受到法律措施或法律程序、清算、破产管理的制约，并具有完全的行为能力。双方还证明，他们从未处于个人破产状态。
- (E) Brilliant and KIP certify that they are not subject of legal measures or proceedings, liquidation, receivership, and have full capacity. The two parties also certify that they have never been in a state of personal bankruptcy.

Article 1. 定义和解释

Article 1. Definitions and Interpretations

1.1. 定义

1.1. Definitions

- 协议指本协议
- Agreement means this agreement
- 物业管理费：根据第 5.2.3 条的定义。
- Estate Management Fee shall have the meaning ascribed under Article 5.2.3
- HSE 行为准则指《健康、安全与环境行为准则》，并指所有法律以及由各政府当局制定的旨在促进社会经济发展和提高所有参与园区内活动的居民的生活水平和质量的规则。

- HSE Code of conduct means the Health Safety and Environment Code of Conduct and refers to all the laws as well as rules set by various government authorities intended to promote socio-economic development and improve the level and quality of life of all populations that take part in activities within the Park
- 《一般运营指南》（GOG）是指 KIP 在附录 IV 中起草的文件，其中规定了指导组织和运营的商业、技术和法律条件，以及 KIP 和 Brilliant 在园区内的权利和义务。GOG 载有适用于园区内 Brilliant 及其用户的详细规则，特别是在健康、安全、环境保护、卫生和废物管理方面，并规定了他们的权利和义务，特别是在使用园区内的共用设施和其他基础设施、获得某些服务（水、电、电子通讯、卫生、废物等）以及协助开展活动方面。
- General Operating Guidelines (GOG) means the document drawn up by KIP IN Exhibit IV which defines the commercial, technical and legal conditions that guide the organisation and operation as well as the rights and obligations of KIP and Operators within the Park. The GOG contain the detailed rules applicable to Brilliants installed within the Park and to its Users, in particular in terms of health, safety, environmental protection, hygiene, and waste management and which sets their rights and obligations, particularly in terms of access to Common Facilities and other infrastructures in the Park, access to certain services (water, electricity, electronic communications, sanitation, waste, etc.), of assistance for the deployment of their activities.
- KIP 或园区具有序言中赋予这些术语的含义。
- KIP or Park has the meaning given to these terms in the Preamble.
- 占用权指根据租赁合同授予 KIP 的土地使用权；
- Occupation Rights means the land use rights granted to the Developer in accordance of the Leasehold Agreement;
- 运营商指任何自然人或法人，只要其持有批准文件，即可在园区内创建、安装并运营一个或多个单元。
- Operator means any person, whether natural or legal, having an Approval allowing such person to create, install and operate one or more Units within the Park.
- 法律依据为《坦桑尼亚投资法（2022 年）》，该法案详细规定了运营商在坦桑尼亚设立业务的流程、规则及激励措施
- Law means the Tanzania Investment Act, 2022 which outlines the process, rules and incentives for Operators setting up in Tanzania.

- 单位 "是指任何获得批准的 Brilliant 在园区内建立的制造、生产、改造、服务供应、住宅或办公建筑公司
- Unit(s) means a manufacturing, production, transformation, services supply, residential or office building company established by any Operator having an Approval within the Park.

1.2. 释义

1.2 Interpretation

1.2.1 在本协议（包括其前言和附表）中，除非上下文另有要求，否则以本篇内容为准。

1.2.1 In this Agreement (including the recitals and Schedules hereto) unless the context otherwise requires, the provisions herein shall prevail.:

1.2.2 阳性词包括阴性和中性词，反之亦然；

1.2.2 words importing the masculine gender include the feminine gender and neuter and vice versa and words importing the singular include the plural and vice versa;

1.2.3 单数词包括复数词，反之亦然；

1.2.3 the terms the parties or party mean the Developer and/or Brilliant

1.2.4 “双方”或“一方”一词指 KIP 和/或 Brilliant。Brilliant 的任何不作为契约应被视为包括一项义务，即不得允许或默许他人在其知情或应知情的情况下进行该行为或事项。

1.2.4 The terms the parties or party mean the Developer and/or Brilliant; any covenant by Brilliant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where Brilliant is or should be aware that such act or thing is being done;

1.2.5 如果 Brilliant 由两个或多个方组成，则该表述应始终包括该两个或多个方以及他们中的每一个，并且在上下文允许的情况下，应被视为复数和单数，并且本协议中表达或暗示的所有契约、协议和承诺应由 Brilliant 共同和分别承担。

- 1.2.5 if Brilliant shall consist of two or more parties such expression shall throughout mean and include such two or more parties and each of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants agreements and undertakings herein expressed or implied shall on the part of Brilliant be joint and several;
- 1.2.6 “开发商同意”或“类似表述”指由开发商代表签署的书面同意书，“批准”指由开发商董事书面授权的文件。
- 1.2.6 references to consent of the Developer or words to similar effect mean a consent in writing signed by a representative of the Developer for and on behalf of the Developer and approved means authorised in writing by a director of the Developer for and on behalf of the Developer;
- 1.2.7 “KIP”一词包括在期限终止时有权获得回赎权的人以及 KIP 的继承人和受让人。
- 1.2.7 the expression Developer includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Developer's successors in title and assigns respectively.
- 1.2.8 对特定法律的引用包括任何法定的扩展、修改、修订或重新颁布以及根据该法律制定的任何法规或命令，对法律或法律的一般引用包括根据该法律或法律制定的任何法规或命令。
- 1.2.8 any references to a specific Law include any statutory extension or modification amendment or re-enactment and any regulations or orders made under such Law and any general reference to Law or Laws includes any regulations or orders made under such Law or Laws.
- 1.2.9 对任何条款、子条款或附表的引用，如无进一步指定，则应被视为对本次级租赁中编号的条款或子条款或附表的引用。
- 1.2.9 references to any clause sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause of or Schedule to this Sub-Lease so numbered.
- 1.2.10 在任何附表中对段落的引用，除非另有说明，否则应被视为该附表中的段落。

1.2.10 any references in any Schedule to a paragraph shall unless otherwise stated mean a paragraph of that Schedule.

1.2.11 “人”一词包括自然人、法人、国家机构、政府当局或公司。

1.2.12 the expression person includes a natural person body corporate state agency governmental authority or firm.

1.2.11 条款和附表标题不构成本协议的一部分，不应在其解释或解释中予以考虑。

1.2.13 the clause and schedule headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation;

1.2.12 “月”一词的引用指日历月。

1.2.14 references to the expression month mean a calendar month; and

1.2.13 对任何个人提供免责保障，包括使其免于因该情况而产生的或本可避免的所有诉讼、索赔及程序，以及该个人因此遭受的全部损失、损害、支付的费用和支出。

1.2.15 indemnifying any person against any circumstance includes indemnifying and keeping him harmless from all actions claims and proceedings from time to time made against that person and all loss or damage and all payments costs and expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance.

Article 2. 目的

Article 2. Purpose

2.1 园区授予 Brilliant (Brilliant 接受) 在附件 I 中列出的地块 (以下简称“地块”) 的所有权和使用权 (以下简称“使用权”)，面积为 **80,400.60** 平方米，坐标点及其其他细节如附件 1 所示。

2.1 The Park grants Brilliant (hereinafter referred to as "Brilliant") the titles and the Occupation Rights to use the site listed in Exhibit I ("the Site") ("the Right"), with

an area of **80,400.60** square meters, and the coordinates and other details are shown in Exhibit I.

2.2 KIP 承诺将相关地块的所有权转让给 Brilliant，并在收取物业管理费的基础上提供某些服务，特别是：

使用园区内创建的所有公共基础设施和装置；

水、电、卫生和电信服务（包括互联网）以及提供这些服务所需的网络连接；

垃圾收集系统；

其他一般管理服务，包括公共区域和园区出入口的安全、街道清洁、街道照明及园区内的其他布置（以下统称为 "服务"）。

2.2 KIP undertakes to transfer the relevant Plot titles to **Operator** and provide certain services on the basis of an Estate Management fee, in particular:

- to access all the common infrastructures and installations created within the Park
- water, electricity, sanitation and telecommunications services (including internet) and the connection to the networks necessary for the provision of these services;
- waste collection systems
- other general management services, including the security of common areas and access to the Park, street cleaning, street lighting and others laying out in the Park (collectively hereinafter the "**Services**")

2.3 Brilliant 承诺在 Group Six International Ltd 提供的报价、工程方案、交付周期及履约能力与其他同等资质承包商处于实质性同等条件的情况下，其享有优先承揽权（“优先承包商条件”）。

2.3 Brilliant is entitled to priority contracting ("Priority Contractor Conditions") when Group Six International Ltd's bid, engineering proposal, delivery schedule, and performance capability are substantially equivalent to those of other equally qualified contractors.

第 3 条 地块的使用

Article 3. Use of the Plot

3.1 地块用于生产、销售、物流：婴儿及成人纸尿裤、拉拉裤、妇女卫生巾、卫生床垫、医用卫生材料及敷料、湿巾、一次性卫生用品、塑料薄膜、复合芯

体、无纺布及其他涉及卫生用品相关产品。货物进出口。（以下简称 "经营活动"）。

3.1 The Plots are being obtained for manufacturing, distribution, and logistics of: **baby and adult diapers, pull-up pants, women's sanitary pads, sanitary mattresses, medical hygiene materials and dressings, wet wipes, disposable hygiene products, plastic films, composite cores, non-woven fabrics, and other hygiene-related products. It also facilitates import and export of goods.** (Hereinafter referred to as "**operational activities**").

3.2 根据上述规定对业务活动进行的任何变更或增加，包括任何形式的发电能力设置，均应事先获得园区的明确授权，否则园区有权终止本协议。开发商承诺按照本协议的约定确保运营商所需的电力供应。根据运营商目前规划，经测算总需容量约为 9,000KVA，需保证中国 380/220 设备电压稳定。园区确认现有电力供应能力能够满足上述容量需求，并确保电力供应稳定、连续、符合国家及行业标准。如后续出现新增需求，通过友好协商确定相关调整方案。

3.2 Any change or addition of the Business Activity as provided for above, including set-up of power production capacity in any form, shall be subject to the express and prior authorization of the Park, failing which the Park will have the right to terminate this agreement. The developer commits to guaranteeing the operator's required power supply as stipulated in this agreement. According to the operator's current plan, the total capacity requirement is estimated at approximately 9,000 kVA, and it is necessary to ensure the stability voltage of China 380/220 equipment. The park confirms that its existing power supply capacity can meet this demand, ensuring stable, continuous, and compliant power supply with national and industry standards. If new requirements arise, the relevant adjustment plan will be determined through friendly consultation.

3.3 Brilliant 须对其在该地块上的经营活动可能引起的任何索赔或纠纷承担个人责任，以免工业园在这方面感到担忧或受到追究。Brilliant 应负责其经营活动所需的所有改造和维修，同时对其经营活动可能造成的其他 Brilliant 或邻居的损失向园区负责。

3.3 Brilliant shall be personally responsible, so that the Park is never worried or sought after in this respect, for any claims or disputes that may arise from his Business Activity on the Plot. Brilliant shall be responsible for all transformations and repairs of any kind required by the exercise of its Business, while remaining liable to the Park for any action for damages from the other Operators or neighbours that may be caused by the exercise of his Business Activity.

3.4 如果 Brilliant 打算在其地块上开展与经营不同的活动，则应事先 14 天通知 KIP 。

3.4 If Brilliant intends to conduct any activities on its land that differ from its current operations, it must notify KIP 14 days in advance.

3.5 Brilliant 声明，他已参观和考察过这些地块，对其有充分的了解，没有必要对其作进一步的说明，并声明接受这些地块的现状、扩展和行为及其所有附属物。

3.5 Brilliant declares that he is fully aware of the Plots having visited and examined them, without it being necessary to make a further description of them and declares to accept them in the state in which they are found as they exist, expand and behave with all their dependencies.

第 4 条 期限 期限—生效—先决条件—延期—终止

Article 4. Duration - Entry into force - Conditions precedents – Renewal – Termination

4.1 期限

4.1 Duration

自本协议签署之日起至 2119 年 12 月 31 日止，在 Brilliant 按时向 KIP 缴纳与本协议有关的所有款项的明确条件下，授予并接受所有权和使用权转让。

The titles and the Occupation Rights transfer is granted and accepted from the date of signing of this agreement up to 31 December 2119 and on the express condition that Brilliant is up to date with all sums due to KIP in respect of this agreement.

4.2 先决条件

4.2 Condition's precedents

本协议的生效取决于以下先决条件的满足，最迟在本协议签署后六十（60）天内满足：收到附件 II 所列的付款后

The entry into force of this Agreement is subject to the fulfilment of the following condition's precedent and at the latest within sixty (60) days following the signing of this Agreement: upon receipt of payment as per Exhibit II.

4.3 终止

4.3 Termination

本协议在下列最早日期之前一直有效:

The agreement will remain in force until the earliest of the following dates:

Brilliant 发生违约事件, 工业园决定终止协议

Following the occurrence of an Event of Default by Brilliant and the Park decides for the termination;

工业园发生违约事件后, Brilliant 终止协议。

Termination of the agreement by Brilliant following the occurrence of an Event of Default of the Park.

a) Brilliant 违约事件

a) Operator Event of Default

- 合同履行期限内, KIP 应保证“Brilliant 权利的行使, 不得促成乙方违约事件的发生。
- During the performance period of the contract, KIP shall guarantee the exercise of the Brilliant's rights and shall not cause the occurrence of the party B's breach of contract.
- 以下每项事件均构成 "Brilliant 违约事件", 如未能在 "KIP "发出的通知期限内 (在可修复的情况下) 予以纠正, "工业园 "有权自动终止协议:
- Each of the following events constitute a "Operator Event of Default " which, if not corrected within the time limit granted by the Developer in a notification to this effect (when the circumstance is susceptible to repair), opens the right for the Park to terminate the agreement automatically:
- 除 "KIP "违约事件外, 因任何原因不遵守先决条件;
- non-compliance with the condition's precedent for any reason other than an Event of Default of the Developer;

- Brilliant 在收到 KIP 关于逾期付款的通知后三十 (30) 天内未支付根据本协议应向 KIP 支付的任何无争议款项;
- non-payment by Brilliant of any undisputed amount due and unpaid to KIP under this agreement within thirty (30) days following notification from KIP indicating that this payment is late;
- Brilliant 未履行协议规定的任何其他重要义务;
- non-compliance by Brilliant with any other important obligation under the agreement; and
- Brilliant 自愿申请破产、延期偿还债务或在司法重组程序中提出任何类似请求, 或发生影响 Brilliant 的任何其他破产事件;
- the voluntary filing by Brilliant of a request for bankruptcy, a moratorium on the payment of the debt or any similar request in the context of judicial reorganization proceedings, or the occurrence of any other event of insolvency affecting Brilliant;
- 如果该物业已被抵押或质押, 则 KIP 还应通知抵押权人或质权人, 抵押权人或质权人在收到该通知后六十 (60) 天内有权纠正与该通知有关的事项。
- If the Property has been charged or mortgaged, then the Developer shall also give notice to the chargee or mortgagee and the chargee or mortgagee shall be entitled within a period of sixty (60) days from the date of such notice to remedy the matters in relation to which the notice has been served.

b) KIP 违约事件

b) Developer Event of Default

KIP 违约事件 如未能在 "Brilliant "发出的通知期限内 (如果情况能够得到纠正) 予以纠正, 下列每项事件均构成 "KIP 违约事件":

- KIP 屡次严重违反协议, 对 Brilliant 开展活动的的能力造成负面影响;
- KIP 自愿申请破产、延期偿还债务或任何类似的调整, 或发生影响 KIP 的任何其他破产事件。

Each of the following events constitute an "Event of default of the Developer", if not corrected within the time allowed for this purpose by Brilliant (when the circumstance is capable of repair) :

——Repeated substantial violation of the Agreement by the Developer negatively affecting the capacity of Brilliant to carry out its activities; and

——Voluntary filing by KIP of a request for bankruptcy, a moratorium on the payment of the debt or any similar adjustment, or the occurrence of any other insolvency event affecting KIP.

c)发生违约时的通知

c)Notification in the event of defaults

如果发生上述任何违约事件，且在接到书面通知后至少三十 (30) 天内仍未得到补救，或在双方同意的情况下仍未得到补救，则非违约方有权书面通知对方立即终止本协议，或按照双方同意的方式进行赔偿。

In the event of the occurrence of any of the aforementioned Events of Default, which have not been remedied within a period of at least thirty (30) days from written notice to that effect or as mutually agreed, the non-defaulting Party shall be entitled to terminate this Agreement with immediate effect by written notice to the other Party or liable to be compensated as mutually agreed.

d)终止的后果

d)Consequences of Termination

如果 KIP 因 Brilliant 违约而终止协议，土地占用权将转回 KIP。

前提条件是在违反合同内 4.3 a)条款下。

KIP 将不负责向 Brilliant 支付任何单位剩余价值/或任何业务或利润损失或任何其他经济利益的赔偿。

如果因为 KIP 违约而终止合同，KIP 退回全部土地费用给 Brilliant，并赔偿终止合同对 Brilliant 造成的经济损失。

If the agreement is terminated by KIP due to an event of default by Brilliant, the Land Occupations Rights will be transferred back to KIP.

The prerequisite is the violation of clause 4.3a) within the contract.

KIP will not be liable to Brilliant for the payment of any compensation for any residual value of the Unit and/or for any loss of business or profit or any other financial benefit.

If the contract is terminated due to KIP's breach of contract. KIP will refund land cost to Brilliant and compensate for the economic losses caused by the termination of the contract to Brilliant.

第 5 条 保证金和服务

Article 5. Security deposit and Services

5.1 服务

5.1 Services

就地块的使用而言, Brilliant 须向 KIP 支付与使用 KIP 提供的服务有关的费用。

In respect of the usage of the Plots, Brilliant is required to pay to KIP the costs related to the use of the Services provided by KIP.

5.2 收费标准和支付条款

5.2 Tariffs and Terms of payment

5.2.1 土地使用权转让费

5.2.1 Land Occupation Rights Transfer Fee

Brilliant 同意就地块向 KIP 支付壹佰捌拾肆万玖仟贰佰壹拾叁元捌角美元 (1,849,213.8 美元), 每平方米 23 美元, 共 80,400.60 平方。

应支付的总金额和地块的占用将按照附录 II 中商定的条款进行。

Brilliant agrees to pay KIP USD **One Million Eight Hundred Forty-Nine Thousand Two Hundred Thirteen and eighty cents** (USD 1,849,213.8) at USD **23** per sqm for the Plots, the total is **80,400.60** square meters.

The total amount is payable and occupation of the plots will be as per terms agreed under Exhibit II.

5.2.2 公用设施使用费

5.2.2 Utility Consumption Charges

5.2.2.1 Brilliant 承诺支付以下公用设施的消耗/发电费用:

- 工业用水
- 用电量
- 压缩天然气消耗量
- 废水输送
- 电信/互联网

- 生活垃圾管理
- 工业废物管理费

5.2.2.1 Brilliant undertakes to pay the Charges for the consumption/generation of following utilities:

- Industrial grade water consumption
- Electricity consumption
- Compressed Natural Gas Consumption
- Wastewater Conveyance
- Telecommunications/Internet
- Domestic Waste management
- Industrial Waste management

5.2.2.2 所有费用均按附表 IV 规定收取。

5.2.2.2 All Charges are as per Exhibit IV.

5.2.3 物业管理费

5.2.3 Estate Management Charges (“EM”)

5.2.3.1 Brilliant 承诺为以下服务的维护支付费用:

- 园区的一般管理
- 公用地方及通往园区通道的保安
- 街道清洁
- 街道照明
- 公共区域绿化
- 雨水排放系统清洁

5.2.3.1 Brilliant undertakes to pay the EM for the maintenance of the following services:

- General Management of the Park
- Security of common areas and access to the Park
- Street cleaning
- Street lighting
- Common area landscaping

- Rainwater drainage system cleaning

5.2.3.2 收取 Brilliant 物业管理费应为园区内适用的最低收费标准。该费用自项目一期投产之日起开始计收。物业管理费按地块面积计费，并每年开具一次发票。物业管理费的具体标准和计算方式按照本协议附件 III 的规定执行。

5.2.3.2 The Brilliant property management fee shall be the minimum applicable rate within the park. This fee shall be charged from the date of the first-phase project's commissioning. The fee is calculated based on the plot area and an invoice shall be issued annually. The specific rates and calculation methods shall be implemented in accordance with Appendix III of this agreement.

5.2.3.3 KIP 每年将向 Brilliant 开具物业管理费发票。

5.2.3.3 The Developer will issue an invoice to Brilliant every year for the EM.

5.2.4 5.2.2 和 5.2.3 条的具体内容、标准及收费项目以双方另行签署的《物业管理合同》为准。如本协议与《物业管理合同》在物业管理事项上存在不一致之处，以《物业管理合同》的约定为准。

5.2.4 5.2.2 and 5.2.3 The specific terms, standards, and fee items shall be governed by the Property Management Contract to be executed by both parties. In case of any discrepancy between this agreement and the Property Management Contract regarding property management matters, the provisions of the Property Management Contract shall prevail.

第 6 条 KIP 的契约和权利

Article 6 Developer's Covenants and Rights

6.1 原则

6.1 Principals

6.1.1 KIP 按现状将该地块交付给 Brilliant。

6.1.1 The Developer delivers the Plot to Brilliant as is where is.

6.1.2 KIP 承诺遵守本协议的条件以及《GOG》和《HSE 行为准则》。

6.1.2 The Developer undertakes to respect the conditions of this agreement as well as the GOG, and the HSE Code of Conduct.

6.1.3 KIP 承诺按照最新的总体规划建造所有基础设施和各种园区（工业、商业、住宅和物流园区）。

6.1.3 The Developer undertakes to build all the infrastructures and the various Parks (industrial, commercial, residential and logistics) as per its latest Master Plan.

6.1.4 在支付服务费的前提下，KIP 承诺向 Brilliant 提供与之相关的所有服务，并进行所有必要的连接。

6.1.4 Subject to the payment of Services, the Developer undertakes to provide Brilliant with all the services associated with it and to make all the required connections.

6.1.5 Brilliant 可自行将其人员（包括但不限于服务提供商、供应商、分包商、物流设施用户等）的相关信息向 KIP 办理登记手续；经完成上述登记后，该等人员即可进入园区履行与 Brilliant 相关的业务活动，KIP 不得无合理理由拒绝其进入。

6.1.5 Brilliant may independently register its personnel (including but not limited to service providers, suppliers, subcontractors, and logistics facility users) with KIP. Upon completing the registration, such personnel may enter the park to conduct business activities related to Brilliant, and KIP shall not refuse their entry without valid justification.

6.1.6 在不损害 Brilliant 在本协议项下任何权利和利益的前提下，KIP 应有权将其根据或依照本协议或其作为一方的任何相关协议（包括但不限于相关服务合同）所享有的全部或任何权利、利益或义务转让或以其他方式转移给任何为 KIP 提供融资的金融机构。KIP 应通过一般公共通讯方式就任何此类转让或让与通知 Brilliant，但任何该等转让或让与不得导致 Brilliant 的权利被削弱、义务被增加、或责任被扩大。

6.1.6 Provided that Brilliant's rights and interests under this Agreement shall not be prejudiced, KIP shall be entitled to assign or otherwise transfer all or any of its rights, benefits or obligations arising under or pursuant to this Agreement or any related agreement to which it is a party (including, without limitation, any related service contracts) to any financial institution providing financing to KIP. KIP shall

give notice to Brilliant of any such assignment or transfer through general public communication; provided, however, that any such assignment or transfer shall not result in any diminution of Brilliant's rights, nor any increase in Brilliant's obligations or liabilities.

6.2 KIP 的权利

6.2 Developer's Rights

KIP 保留以下权利

The Developer reserves the right to:

- (i) 采取任何其他必要或适当的行动并签订任何其他协议，以履行其与基础设施有关的义务（如有）。
- (i) take any and all other actions and to enter into any and all other agreements as may be necessary or proper for the fulfilment of its obligations (if any) in relation to the Infrastructure.

Article 7. Brilliant 的承诺

Article 7. Operator's Covenants

7.1 地块建设与维护

7.1 Construction on the Plot and maintenance

7.1.1 Brilliant 同意在 KIP 地块上进行的任何施工中，向 KIP 提供优先采购权。

7.1.1 Brilliant agrees to provide KIP with first right of refusal on any construction to be carried out on their plot.

7.1.2 地块的使用以及建筑和设施的建设必须符合园区的分区规划、地块开发标准以及坦桑尼亚适用的任何法规、GOG 和 HSE。

7.1.2 The use of the Plot and the construction of the building and installations on the latter must comply with the zoning plan of the Park, the standards governing the development of the Plot and any regulations applicable in Tanzania, to the GOG, and the HSE.

7.1.3 KIP 认为不符合 GOG 或坦桑尼亚适用法律的任何建筑不得建设，否则拆除费用和 risk 由 Brilliant 承担。

7.1.3 Any construction considered to be non-compliant by the Developer as per GOG or the applicable laws in Tanzania, must be dismantled at the expense and risk of Brilliant.

7.1.4 KIP 仅负责地块上灌木和树木的清理。Brilliant 承诺自费进行平整、土方工程、土木工程、围墙、连接、水表安装等作业。

7.1.4 KIP is only responsible for clearing shrubs and trees on the site. Brilliant undertakes to perform and carry out at his own expense the operations of levelling, earthworks, civil engineering works, enclosure walls, connections, installation of meters, etc.

7.1.5 Brilliant 应在整个协议有效期内保持地块上建筑物的完好，并自费和负责进行任何形式的维修，包括大修和使用中的维修，以及必要时更换所有构件（即使是建设性构件和/或装置及其开发）。

7.1.5 Brilliant shall, throughout the entire duration of the Agreement keep in good condition the buildings erected on the Plot and carry out, at his own expense and under his responsibility, repairs of any kind, including major repairs and repairs by use, as well as the replacement of all elements, even if they are of a constructive nature and/or installations and their development as and when necessary.

7.1.6 在合同期内，由于地块缺乏维护而造成的任何损坏或损失均由业主负责。

7.1.6 He is liable for any damage or loss due to a lack of maintenance of the Plot during the agreement.

7.2 一般义务

7.2 General duties

7.2.1 Brilliant 承诺特别遵守

7.2.1 Brilliant undertakes to respect in particular:

- i. 坦桑尼亚联合共和国的现行法律法规，尤其是有关企业创建和运营、尊重公共秩序和公共安全、保护个人健康和生命、消费者和环境的法律法规；

- i. the laws and regulations in force in the United Republic of Tanzania and, in particular those governing the creation and operation of businesses, respect for public order and public security, protection of the health and life of individuals, consumers and the environment;
- ii. 《一般经营准则》的所有规定以及工业园内实施的标准和规则，如交通规则（公路法）或警察规则等；
- ii. all the provisions of the General Operating Guidelines as well as the standards and rules imposed within the Park such as traffic rules (highway code) or police rules, for example;
- iii. 按照批准条款和所有适用法律的规定，获得并维持坦桑尼亚法律规定的批准及所有其他许可和授权，以建设、资助和运营该装置。如果任何此类许可或授权被拒绝、遗失、撤销或终止，Brilliant 将立即通知 KIP。
- iii. obtain and maintain the Approval and all other permits and authorisations required under the laws of Tanzania for the construction, financing and operation of the Unit in accordance with the terms of the Approval and all applicable laws. Operator will immediately give notice to KIP of the refusal, loss, withdrawal or termination of any such permit or authorisation.
- iv. Brilliant 应遵守《GOG》的规定，并遵守行政管理局和 KIP 根据《GOG》的规定可能做出的修改。
- iv. the GOG as possibly modified by the Administrative Authority and KIP in accordance with the stipulations of the GOG.

7.2.2 同样，Brilliant 明确承诺

7.2.2 Likewise, Brilliant expressly undertakes:

- i. 和平享用该地块，并按照良好的行业惯例开展活动；
- i. enjoy the site peacefully and carry out its activities in accordance with good industry practice ;

- ii. 除用于本公司的主营业务及相关服务外，不得将地块或其任何部分用于其他用途，除非获得开发商的明确批准；且无论如何，不得将该地块用于任何非法或不道德目的，或任何其他被开发商认为有损公园氛围与精神风貌的用途。
- ii. will not use the Plot or any part thereof for any purpose other than for its Business Activity and related services unless any change is expressly approved by the Developer and in any event not to use the same for any illegal or immoral purposes or for any other purpose which in the opinion of the Developer shall be deemed to be detrimental to the ambiance and ethos of Park;
- iii. 遵守(或促使遵守)外部开发批准书和所有法定要求；
- iii. will comply (or shall procure compliance) with the external development approval and all statutory requirements;
- iv. 将遵守并尽一切努力确保所有在该地块内占用、访问或进行建设的人员（包括其分包商）遵守本协议的条款和一般运营指南；
- iv. will comply with and make every endeavour to ensure that all persons (including its subcontractors) occupying or visiting or constructing within the Plot comply with the terms of this Agreement and the General Operating Guidelines;
- v. 将负责并确保 KIP 免受因 Brilliant 或任何在该地块上明确或隐含地获得 Brilliant 授权的人员的任何行为、疏忽或过失，或因 Brilliant 违反或未遵守本协议的条款、条件或其他规定或本协议所涉及的任何事项而直接或间接对 KIP 造成或产生的所有损害、损失、费用、开支、诉讼、要求、程序、索赔和责任；
- v. will be responsible for and to keep the Developer fully and effectively indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Developer arising directly or indirectly out of any act, omission or negligence of Brilliant or any person on the Plot expressly or impliedly with Brilliant's authority or any breach or non-observance by Brilliant of the covenants, conditions or other provisions of this Agreement or any of the matters to which this Agreement is subject;
- vi. 在本协议期限内，将允许 KIP 随时行使本租赁条款授予的任何权利，而不受任何中断或干扰；

will permit the Developer at all times during the Term to exercise without interruption or interference any of the rights granted to them by virtue of the provisions of this Lease;

- vii. 不得将该地块或其上的任何建筑物用于任何可能增加相邻地块火灾风险的目的，或用于任何可能构成滋扰或产生对园区和该地块的占用者或访问者造成不快或有害的气味或气体的目的，或用于任何可能损害开发项目（或其任何部分）声誉的目的，或用于任何违反任何法律的目的或用途；
- vii. will not permit any use of the Plot or any building structure thereon for any purposes which shall increase the fire hazard to adjoining Plot or for any purpose which shall constitute a nuisance or cause the emission of odours or gases objectionable or injurious to the occupiers or visitors of Park and the Plot or for any purposes calculated to injure the reputation of the Development (or any part thereon) or for any purpose or use in violation of any Laws;
- viii. 不得在该地块上从事任何令人反感或冒犯性的贸易或活动，或任何可能成为对园区的占用者或访问者造成烦恼或滋扰的事情；
- viii. will not undertake any obnoxious or offensive trade or activity on or upon the Plot or anything which may be or become an annoyance or a nuisance to the occupiers or visitors of Park;
- ix. Brilliant 应遵守消防部门就 Brilliant 开发项目及公共部分提出的防火措施的要求和建议。
- ix. Brilliant shall comply with the fire safety measures and recommendations issued by the fire department for its development projects and public areas.
- x. 在事先通知 KIP 的前提下，将地块或单元（或其任何部分）转租、转让或以其他方式向他人转让其根据本协议或其作为一方的任何相关协议享有的全部或任何权利、利益或义务，且无需获得 KIP 的同意，只要不违反本协议；
- x. to sublease the Plot or the Unit (or any part thereof), assign or otherwise transfer all or any of its rights, benefits or obligations under or pursuant to the Agreement or any related agreement to which it is a party to another person with prior notice to KIP, without any consent required from KIP as long as it is not in violation of this agreement;

- xi. 未经 KIP 事先授权，不得在土地上设定担保或抵押，除非附录 I 规定的所有财务义务均已履行。担保不得影响或可能影响 KIP 的运营、KIP 目标的实现或 KIP 履行与坦桑尼亚联合共和国签署的协议规定的义务。在提供担保之前，Brilliant 将以书面通知的形式通知 KIP，说明其打算为该单位提供担保。
- xi. not to grant security or mortgage on the land without the prior authorization of KIP, unless all financial obligations under Exhibit I have been met. The security must not affect or is likely to adversely affect the operations of the KIP, the pursuance of the objectives of the KIP or KIP's compliance with its obligations under the Agreement signed with the Republic of Tanzania. Operator will notify KIP via a written notice of its intention to grant security over the Unit prior to granting the security.
- xii. 未经 KIP 事先授权，不得进行任何工程或修改其建筑计划；
- xii. not to carry out any work or modify the plans of its constructions without the prior authorization of KIP;
- xiii. 确保公共秩序不因其活动、材料、工具或设备、员工或 KIP 其他 Brilliant 的来访而受到任何干扰；
- xiii. to ensure that public peace is not disturbed in any way because of its activity, its materials, tools or equipment, its staff or its visitors to other operators in the KIP;
- xiv. 执行获得坦桑尼亚投资中心批准时所规定的条件，遵守环境法以及 KIP 的 HSE，以改善园区的工作条件；
- xiv. Implement the conditions stipulated upon approval by the Tanzania Investment and Special Economic Zones Authority, comply with environmental laws and KIP's HSE standards to improve working conditions in the park;
- xv. 如果因其本人或其员工，甚至客户、访客或用户造成公共区域的损坏，应负责修复；
- xv. take responsibility for the restoration of common areas if damage is caused by it or by members of its staff, or even customers, visitors or users;

- xvi. 除非事先征得 KIP 同意，否则不得出于任何目的使用 KIP 的标识和品牌形象；
- xvi. not to use the logo and brand image of KIP for any purpose whatsoever, except with the prior consent of KIP;
- xvii. 放弃因非 KIP 控制范围内的电力波动或突然停电而对 KIP 提出的一切追索权，因为这可能会损坏其场所、设备和装置；
- xvii. waive all recourse against KIP due to electrical fluctuations or unannounced blackouts that are not under KIP's control, which could damage its Plot, equipment and installations;
- xviii. 按照坦桑尼亚的现行法律法规，保持地块和生产设施内的卫生条件；
- xviii. to maintain hygienic conditions within the Plot and within its production facilities, in compliance with the laws and regulations in force in Tanzania;
- xix. 不使用童工和债役工，不以性别、宗教、肤色、身体状况、国籍等为由歧视他人；
- xix. not to resort to child labor, bonded labor and not to discriminate against a person on the grounds of their sex, religion, color, physical capacity, nationality, etc.;
- xx. 支付所有税费（包括政府税）、公证费、抵押登记员的工资，以及与地块商业活动相关的所有费用。
- xx. to pay all duties and taxes (including government taxes), notary fees, salary of the Registrar of mortgages, and in general, all costs of any kind whatsoever relating to the business activities of the Plots.

第 8 条 保险义务

Article 8. Insurances obligation

8.1 Brilliant 应根据合理商业惯例，向信誉良好且具支付能力的保险公司投保适当的保险，包括但不限于火灾、自然灾害以及与其业务活动或建筑工程相关的主要风险。保险范围及金额应在商业上合理，并在保险公司通常承保的条件下进行，以保障在施工或运营期间可能发生的重大损失。

8.1 Brilliant shall, in accordance with reasonable commercial practices, obtain appropriate insurance from reputable and financially capable insurers, covering, but not limited to, fire, natural disasters, and major risks associated with its business operations or construction projects. The scope and coverage amount shall be commercially reasonable and implemented under standard insurer terms to safeguard against significant losses during construction or operational phases.

8.2 KIP 可随时要求 Brilliant 提供投保证明（保险收据）。

8.2 The Developer may ask, at any time, Brilliant to give the proof (insurance receipt) of the subscription of such insurance policies.

第 9 条 建筑所有权

Article 9. Ownership of constructions

根据坦桑尼亚的适用法律，在整个协议期间，Brilliant 应始终拥有其在此期间建造的所有建筑以及在这些建筑上可能进行的所有工程和改进的物权。

In accordance with applicable laws in Tanzania, Brilliant shall remain the holder, throughout the duration of the Agreement of a right in rem on all the constructions built by him during this period, as well as on all the works and improvements that could be carried out on these constructions.

第 10 条 罚款条款

Article 10. Penalty Clause

10.1 若因 Brilliant 未履行本协议而导致协议提前终止，Brilliant 应对 KIP 在占用期间实际发生并经 KIP 提供相关证明的开发商损失予以补偿。

10.1 Should Brilliant fail to perform this agreement, resulting in its early termination, Brilliant shall compensate KIP for the actual losses incurred by the developer during the occupancy period, provided that KIP has submitted relevant documentation to substantiate such losses.

10.2 Brilliant 同意并接受，如逾期支付土地使用权转让费，KIP 将在逾期期间按逾期金额每月收取相当于百分之二(2%)的罚款。

10.2 It is agreed and accepted by Brilliant that in the event of late payment of the sums due Land Occupation Rights Transfer Amount, KIP will apply a late payment

penalty of an amount equal to two percent (2%) per month charged over the delay period, calculated on the overdue amounts.

第 11 条 协议的解除和重新进入地块

Article 11. Cancellation of the Agreement and Re-entry of the Plot

11.1 如果因任何原因终止本协议，Brilliant 应在严格规定的九十（90）天期限内（通知期）立即撤离地块。在此期间及之后，KIP（在不影响 KIP 的其他权利或救济的情况下）可在任何时候，但需获得相关法院的命令，重新进入并占有整个地块或其任何部分，以原名重新占有和享受，如同其先前的地产一样，且不影响 KIP 对 Brilliant 此前违反本协议中包含的任何契约、承诺和协议的权利或救济。

11.1 In the event of termination of this Agreement for any reason whatsoever, Brilliant shall immediately vacate the Plot within a strict deadline of ninety (90) days (Notice Period), then and in any of the said cases it shall be lawful for the Lessor (without prejudice to any other rights or remedies of the Developer) at any time thereafter, but subject to getting an order from the appropriate court, to re-enter into and upon the Plot or any part thereof in the name of the whole and the same to have again, repossess and enjoy as in its former estate without prejudice to any right of action or remedy of the Developer in respect of any antecedent breach of any of the covenants, undertakings and agreements by Brilliant herein contained.

第 12 条 不可抗力

Article 12. Force Majeure

12.1 如果包括 KIP 在内的任何一方受到不可抗力的影响，应立即将不可抗力的性质和程度书面通知另一方。

12.1 If either Party, including KIP, is affected by Force Majeure, it shall forthwith notify the other Party in writing of the nature and extent thereof.

12.2 如果受影响一方的延迟履行或不履行义务直接且完全归因于不可抗力事件的发生，且该方已在事件发生后十四（14）天内通知另一方，则该方的延迟履行或不履行义务期限将相应延长。

12.2 Neither Party shall be considered as violating the Agreement, or as being otherwise liable towards the other, for any delay in the performance or any non-performance of

any of its obligations arising from these. to the extent that this delay or non-performance by the affected party is directly and exclusively attributable to the occurrence of a case of Force Majeure that it has notified to the other Party within fourteen (14) days following its occurrence, the period of performance of this obligation being extended accordingly.

12.3 以下事件被明确视为不可抗力事件：战争、暴乱、火灾、地震、洪水、水灾、内部或外部罢工、流行病或大流行病，以及任何其他超出当事方合理控制范围且持续影响本协议履行连续两（2）个月的情况。

12.3 The following events shall be expressly deemed force majeure events: war, riot, fire, earthquake, flood, water damage, internal or external strike, epidemic or pandemic, and any other circumstances beyond the reasonable control of the parties and continuing to affect the performance of this Agreement for two (2) consecutive months.

第 14 条 修订

Article 14. Amendments

本协议只能通过一式三（3）份的附录进行修订或延期，附录应由双方各自签署。

The Agreement may only be amended or extended by an addendum in three (3) copies in writing and signed by each of the Parties.

第 15 条 适用法律和管辖权

Article 15. Applicable law and jurisdiction

本协议的解释、有效性和履行在所有方面均受坦桑尼亚法律管辖。

The construction, validity and performance of the Agreement shall be governed in all respects by Tanzania's law.

所有与本协议的有效性、解释、执行或更多相关的争议，如在最勤勉的一方提出申请一（1）个月后仍未得到友好解决，则应提交坦桑尼亚主管法院并由其最终解决。

All disputes relating to the validity, interpretation, execution or more in relation to the Agreement, which have not been resolved amicably after the expiry of a one (1) month period from the tentative of the most diligent party, shall be submitted and finally

resolved will be submitted and finally resolved exclusively by the competent courts in Tanzania.

第 16 条 禁止付款

Article 16. Prohibited payments

Brilliant 保证，其任何公司官员、董事、代表、雇员、代理人、顾问、合作承包商、分包商或供应商，以及任何子公司或子公司的任何公司官员、董事、代表或雇员，均未直接或间接为坦桑尼亚政府成员或其他个人或公司利益进行非法支付或任何其他非法交易，与本协议的签订、获取批准或建筑许可或在工业园内开展的任何活动有关。

Brilliant guarantees that none of its corporate officers, directors, representatives, employees, agents, consultants, co-contractors, subcontractors or suppliers, nor any subsidiary, nor any corporate officer, director or representative or employee of a subsidiary has performed illegal payment or any other illegal transaction, directly or indirectly, for the benefit of any member of the Tanzanian administration or any other individual or company in connection with the conclusion of this Agreement, or in relation with obtaining an Approval or building permit or with any activity carried out in the Park.

Brilliant 承诺不进行或不曾进行、允许、建议或要求进行被禁止的支付。

Brilliant undertakes not to make or not to have made, allow, suggest or ask to make prohibited payments.

第 17 条 付款确认

Article 17. Payment Domiciliation

向 KIP 支付的所有款项均汇入以下账户或 KIP 正式书面通知的任何其他账户：

All payments, intended for KIP are made to the following account or any other account whose details are officially communicated in writing by KIP:

- 账户名称：KWALA INDUSTRIAL PARK LTD
- 帐号（美元）： 008 010 004 867
- 帐号（坦桑尼亚先令）： 008 000 190 828

- Swift Code: AZANTZTZ
- 银行名称: AZANIA BANK 阿扎尼亚银行
- 银行地址 AZANIA BANK, JAMIREX 街, 达累斯萨拉姆
- 邮政信箱
- Account name: KWALA INDUSTRIAL PARK LTD
- Account number (USD): 008 010 004 867
- Account number (TZS): 008 000 190 828
- Swift Code: AZANTZTZ
- Name of the Bank: AZANIA BANK
- Bank address: AZANIA BANK, JAMIREX STREET, DAR ES SALAAM
- PO Box:

第 18 条 通知

Article 18. Notice

根据《协议》发出的任何通知或其他文件必须采用书面形式，必须亲自送达、通过电子传输和传真传输到以下地址：

Any notice or other document to be given under the Agreement must be in writing and must be either personally served, sent by electronic transmission and by fax transmission to the following addresses:

致 **KIP**

To: KIP

电子邮件: nivedh.shetty@arisenet.com

janson.huang@arisenet.com

Email: nivedh.shetty@arisenet.com

janson.huang@arisenet.com

致 **Brilliant**

To Brilliant:

电子邮件: pd@hz-haoyue.com, tz-gm@hz-haoyue.com

Email: pd@hz-haoyue.com, tz-gm@hz-haoyue.com

通知自收到之时起生效，除非通知中指明了较晚的时间。信件或电子邮件如亲自递送，则在递送之日视为收到，电子邮件则在证明发送后视为收到。

A notice takes effect from the time it is received unless a later time is specified in it. A letter or e-mail is taken to be received if delivered personally, on the date of delivery, and in the case of e-mail, upon proof of sending.

第 19 条 费用和注册

Article 19. Fees and registration

Brilliant 应承担本契约项下于印花税 (Stamp Duty) 及任何适用的注册费用。

Brilliant 可指定其附属公司 Brilliant 代表其支付任何或全部款项，且 Brilliant 所支付的任何款项在法律上均视为 Brilliant 所支付。但该等指定并不免除 Brilliant 在本契约项下的任何义务。

Brilliant shall be liable for the Stamp Duty and applicable registration fees under this contract.

Brilliant may designate its subsidiary Brilliant to pay any or all amounts on its behalf, and any payment made by Brilliant shall be legally deemed as paid by Brilliant. However, such designation shall not relieve Brilliant of any obligations under this contract.

此外，"Brilliant "或其受让人还应向 "KIP "偿付因违反本合同的条款和条件或法规或法律规定而引起的法警行动费、正式通知费和诉讼费。

Brilliant or his assigns shall, in addition, reimburse the Developer for the costs of bailiff's acts, formal notices and legal costs, motivated by infringements of the clauses and conditions of this agreement or of the regulatory or legal provisions.

本合同于下述日期签订，以昭信守。

在达累斯萨拉姆签订，一式三 (03) 份。

IN WITNESS WHEREOF, this contract was concluded on the date indicated below.

Made in Dar es Salaam in three (03) copies.

| | | |
|-------------------------------|---|--|
| <p>代表方 representative</p> | <p>代表 KIP On Behalf of KIP</p> | <p>代表 Brilliant On Behalf of Brilliant</p> |
| <p>Signature 签字</p> |  |  |

23-01-2026
Page 30 sur 35

Exhibit I 附件 1

Size of the plots: 地块面积

Total area for all the plots combined is **80,400.60** sqm

所有地块的总面积为 **80,400.60** 平方米

Location of the plots: 地块位置:

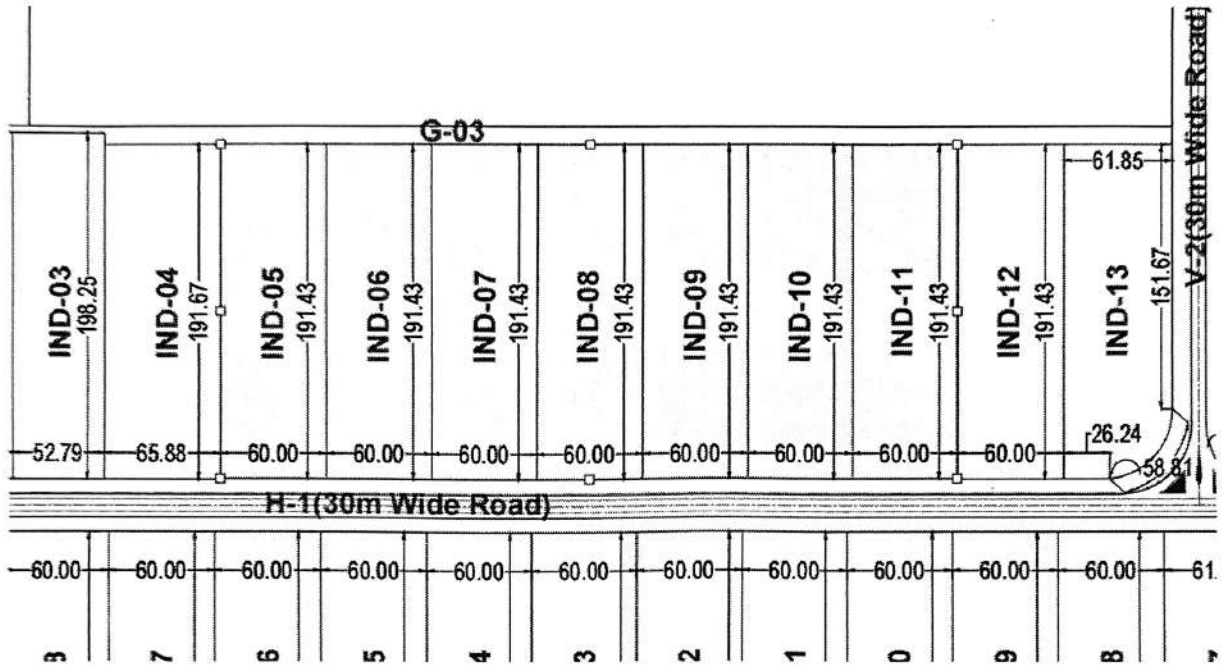


Exhibit II 附件 2

Payment & Land Occupation Plan 付款和占地计划

- 买方应在本协议签署之日起六十（60）日内支付美元伍拾伍万肆仟柒佰陆拾肆元壹角肆分（554,764.14 美元）。
- The buyer shall pay USD Five hundred fifty-four thousand seven hundred sixty-four dollars and fourteen cents (USD 554,764.14) within sixty (60) days from the date of execution of this agreement.
- 卖方应以勤勉、及时的方式协助买方办理土地转让及产权登记相关事宜，并不得以任何理由拒绝、拖延或消极履行其协助义务，直至 Brilliant 依法取得完整、有效的土地产权证书。买方应在土地所有权和使用权转让公证完成之日起十五（15）日内支付美元壹佰贰拾玖万肆仟肆佰肆拾玖元陆角陆分(1,294,449.66 美元)。
- he seller shall assist the buyer in the land transfer and property registration procedures in a diligent and timely manner, and shall not refuse, delay, or fail to perform its assistance obligations for any reason until Brilliant obtains a complete and valid land title deed in accordance with the law. The buyer shall pay USD ONE MILLION TWO HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED FORTY-NINE AND SIXTY AND SIX CENTS(USD 1,294,449.66)within fifteen (15) days after the completion of the notarization of the land the titles and the Occupation Rights transfer.

Exhibit III 附件 3

Estate Management Charges 物业管理费

Estate Management charges for the park and payment status for operator are agreed as follows:

| Date of payment | Period of Coverage | EM Rate | Total Amount |
|--|--|---|---|
| 1 January 2026 or Date of start of construction, whichever is later. | 1 January 2026 to 31 December 2030 | USD 1 per sqm per year | USD Eighty Thousand and Four Hundred and Sixty US Cents (USD 80,400.60) per year |
| 1 January 2031 | 1 January 2031 to 31 December 2034 | USD 1.20 per sqm per year | USD Ninety Six Thousand Four Hundred Eighty and Seventy Two US cents (USD 96,480.72) per year |
| 1 January of every year from 2035 onwards | From 1 January to 31 December of that year | As per market rate adjusted for inflation | As per market rate adjusted for inflation |

Exhibit IV: 附件 4

Utility Consumption Charges 公用设施使用费

| Utility Type 公用事业 种类 | Details 详情 |
|-------------------------------------|--|
| Electricity 电费 | <p>Monthly invoicing of electricity will be in Tanzania Shillings (TZS) as per the following formula: TZS 157 per unit consumed + TZS 15,000 per kVA of installed demand + TZS 16,769 + applicable taxes.</p> <p>Electricity rate is directly linked to T3-MV tariff declared by the relevant regulator. Tariff will vary subject to changes in tariff by regulator.</p> <p>Regulations on security deposit, connection charges and other terms will be as per GOG.</p> <p>每月电费发票以坦桑尼亚先令 (TZS) 为单位, 计算公式如下: 每单位消耗 157 坦先令 + 每千伏安安装需求 15,000 坦先令 + 16,769 坦先令 + 适用税费。</p> <p>电费与相关监管机构公布的 T3-MV 电价直接挂钩。电价将随监管机构对电价的调整而变化。</p> <p>有关保证金、接通费和其他条款的规定将按照《GOG》执行。</p> |
| Water 水费 | <p>Monthly invoicing of water will be in Tanzanian Shillings (TZS) as per the following formula: TZS 2400 per kL consumed + applicable taxes.</p> <p>Water rate is directly linked to tariff declared by the relevant regulator. Tariff will vary subject to changes in tariff by regulator.</p> <p>Regulations on security deposit, connection charges and other terms will be as per GOG.</p> <p>每月水费发票以坦桑尼亚先令 (TZS) 为单位, 计算公式如下: 每千升 2400 先令+适用税费。</p> <p>水费与相关监管机构公布的水价直接挂钩。水价将随监管机构对水价的调整而变化。</p> <p>有关保证金、接通费和其他条款的规定将按照《GOG》执行。</p> |
| Sewage Waste Treatment 污水废物处理 | <p>Monthly invoicing of non-industrial wastewater will be in Tanzanian Shilling (TZS) as per the following formula: TZS 5000 per kL of waste water generated + applicable taxes.</p> <p>This service is for non-industrial wastewater only such as discharge from toilets, bathrooms and wastewater generated from house-keeping activities.</p> <p>Regulations on security deposit, connection charges and other terms will be as per GOG.</p> <p>非工业废水的月度发票以坦桑尼亚先令 (TZS) 为单位, 计算公式如下: 每千升废水 5000 坦桑尼亚先令+</p> |

| | |
|--|---|
| | <p>适用税费。 该服务仅适用于非工业废水，如厕所、浴室排放的废水和家务活动产生的废水。 有关保证金、连接费和其他条款的规定将按照《GOG》执行。</p> |
| <p>Industrial Waste water Treatment 工业废水处理</p> | <ul style="list-style-type: none"> • Operator has the right to appoint their own industrial wastewater treatment partner subject to approvals by relevant regulators and developer. • Charges for any services provided by the developer will be as mutually agreed. • Brilliant 有权指定自己的工业废水处理合作伙伴，但须获得相关监管机构和 KIP 的批准。 • KIP 提供的任何服务的收费将按照双方商定的标准执行。 |
| <p>Industrial Solid Waste disposal 工业固体废物处理</p> | <ul style="list-style-type: none"> • Operator has the right to appoint their own industrial solid waste disposal partner subject to approvals by relevant regulators and developer. • Charges for any services provided by the developer will be as mutually agreed. • 在获得相关监管机构和 KIP 的批准后，Brilliant 有权指定自己的工业固体废物处理合作伙伴。 • 由 KIP 提供的任何服务的收费将按照双方商定的标准收取。 |

Additional utilities may be provided by the developer as mutually agreed with Brilliant. Charges and connection costs will be as mutually agreed, linked to regulator tariff and subject to relevant approvals.

KIP 可与 Brilliant 共同商定，提供额外的公用设施。收费和接驳费用将按照双方商定的收费标准执行，与监管机构的收费标准挂钩，并须获得相关批准。

