

COOPERATION AGREEMENT

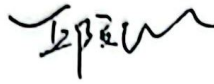
No. []

Party A: CHINA STATE FARMS AGRIBUSINESS (GROUP) CORPORATION (TANZANIA) LTD.

Address: Upangwani Kata, Rudewa Tarafa, Kimamba Wilaya, Mkoa: Morogoro, United Republic of Tanzania, P.O. Box 123, Kilosa

Legal Representative: LI Qinglin

Authorized Representative:



Party B: BACKBONE TANZANIA COMPANY LIMITED

Address: 81 - 84 Block A Misugusugu Town, Kibaha District, Dar es Salaam, Tanzania

Legal Representative:

Authorized Representative:



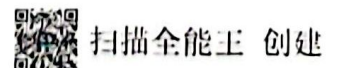
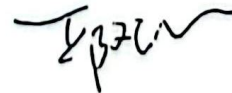
Whereas:

1. Party A is located in the United Republic of Tanzania and lawfully owns the farm land located in Rudewa Town, Kilosa District, Morogoro Region, United Republic of Tanzania.
2. Party B is located in the United Republic of Tanzania and intends to conduct agricultural development on the land lawfully owned by Party A.

Based on the principles of equality, mutual benefit, honesty and good faith, the Parties agree to jointly develop the farm land of Party A located in Rudewa Town, Kilosa District, Morogoro Region, United Republic of Tanzania. Through friendly consultation, the Parties reach the following agreement which shall be jointly observed and performed:

Article 1 Overview of Cooperation

- 1.1 The Parties agree that this cooperative development project is located within Party A's farm in Rudewa Town, Kilosa District, Morogoro Region, United Republic of Tanzania.
- 1.2 The total area of the cooperative development land is approximately 1,000 hectares.



Article 2 Mode of Cooperation

2.1 The Parties agree that Party B shall lawfully and in compliance conduct agricultural production and business activities on the cooperative land of Party A. Party B shall be responsible for land clearing, improvement of water conservancy facilities, purchase of pesticides, seeds, fertilizers, agricultural machinery and other production materials, and full-process management of field planting and harvesting. Party A shall provide Party B with land use rights, partial equipment support, technical consulting and other related support and cooperation.

2.2 The Parties confirm that all agricultural infrastructure invested and constructed by Party A and inseparable from the land (such as irrigation systems, roads, etc.), and all raw materials and equipment invested by Party B for planting (such as seeds, pesticides, fertilizers, agricultural machinery, etc.), shall, upon expiration of the cooperation period, belong to Party A.

2.3 The annual net profits generated from this cooperation project shall be distributed 40% to Party A and 60% to Party B. Net profit refers to the balance of the total sales revenue of agricultural products from the cooperative land in that year after deducting the direct production costs jointly confirmed by both Parties. If no profit is generated in a given year due to poor harvest, no profit distribution shall be made.

Article 3 Term of Cooperation

3.1 The term of development of the cooperative land shall be two years, from December 15th, 2025 to December 14th, 2027.

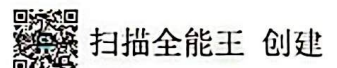
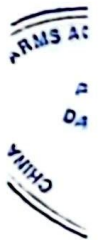
3.2 Three months prior to the expiration of the term, the Agreement may be renewed upon mutual consent. Under equal conditions, Party B shall have priority.

Article 4 Rights and Obligations of the Parties

4.1 Party A has the right to provide technical guidance, conduct safety inspections, compliance inspections and project supervision over Party B's agricultural production and business activities on the cooperative land, and to put forward guidance opinions and rectification suggestions.

4.2 Party A shall coordinate all parties and promote the smooth conduct of Party B's agricultural production and business activities on the cooperative land.

4.3 Party A guarantees that it lawfully owns the ownership of the cooperative project land and guarantees that Party B can normally conduct agricultural production and business activities on the



cooperative project land during the cooperation period. Party A shall not enter into any contract with any third party involving the use of the project land during the cooperation period.

4.4 Party B shall conduct the land development cooperation lawfully and in compliance, comply with the laws and regulations of the country where the cooperative land is located, and shall not infringe upon the lawful rights and interests of Party A and any third party.

4.5 If Party B violates the laws and regulations of the country where the cooperative land is located or violates this Agreement, causing losses to Party A, and no settlement is reached through consultation, Party A shall have the right to directly terminate this Agreement.

4.6 Party B shall cooperate with Party A's inspections and supervision, provide necessary convenience, and regularly provide brief written statements on production and operations as required by Party A. Party A shall give reasonable advance notice when exercising its inspection rights and shall not improperly interfere with Party B's normal production and operations.

Article 5 Liability for Breach Agreement

5.1 If either Party fails to perform its commitments under this Agreement or performs them not in accordance with this Agreement, it shall constitute a breach. If losses are still caused to the non-breaching Party after remedial measures are taken, compensation shall be made accordingly.

5.2 Party A warrants that it has full ownership of the project land, that the nature of the project land allows crop planting and development projects, and that this contract project complies with the laws, government planning and relevant policies of the country where the cooperative land is located.

Article 6 Force Majeure

If either Party is unable to perform its obligations due to causes beyond its control, including war, fire, storm, political blockade or natural disasters, that Party shall not bear liability for breach, nor shall it be responsible for any loss or damage suffered by the other Party as a result of such non-performance.

Article 7 Governing Law and Dispute Resolution

7.1 The conclusion, effectiveness, interpretation and performance of this Agreement shall be governed by the laws of the United Republic of Tanzania.

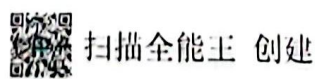
11 BUSIA

O. BOX
ES SAL

JSINESS

O. BOX
ES SAL

★



7.2 Any dispute arising during the cooperation period shall be settled through friendly consultation. If consultation fails, either Party may submit the dispute to the Dar es Salaam Arbitration Centre of Tanzania for arbitration in accordance with its then effective arbitration rules.

7.3 Except for the provisions related to the dispute, other provisions of this Agreement shall continue to be performed during the dispute resolution period.

7.4 The termination or invalidity of any part of this Agreement in accordance with law or this Agreement shall not affect the validity of the other parts.

Article 8 Miscellaneous

8.1 This Agreement shall take effect after being sealed and signed by both Parties. Contract versions signed and transmitted by electronic means (such as scanned copies) shall have the same legal effect as the original paper copies.

8.2 Once effective, this Agreement shall be protected by law, and neither Party may modify, change or supplement it without authorization. Any modification, change or supplement shall be agreed by both Parties in writing.

8.3 This Agreement is written in Chinese, executed in two originals, one for each Party, both having equal legal effect.

8.4 Any correspondence related to this Agreement shall be an attachment hereto and shall have the same legal effect as this Agreement.

8.5 This Agreement is signed by Party A and Party B in Tanzania on December 12, 2025.

8.6 Upon expiration of the cooperation period or termination of the Agreement, Party B shall withdraw its movable assets within a reasonable period and ensure that the delivered land and fixed facilities are in normal usable condition. The Parties shall complete written handover procedures.

8.7 Any notice or letter issued by either Party regarding the performance of this Agreement shall be delivered in written form (including email).

(Signature Page of the Cooperation Agreement)

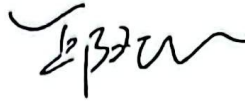
Party A: CHINA STATE FARMS AGRIBUSINESS (GROUP) CORPORATION (TANZANIA) LTD.



→ ↓



Legal Representative / Authorized Representative:



Party B: BACKBONE TANZANIA COMPANY LIMITED

Legal Representative / Authorized Representative:

