

CHINA AFRICA GUODIAN ENERGY TECHNOLOGY COMPANY
LIMITED

12th February 2021

TO:
Chief Executive Director,
Tanzania Investment Centre,
P.O. Box 963,
Dar es Salaam.



Dear Sir/ Madam,

RE: APPLICATION FOR CERTIFICATE OF INCENTIVES

We, CHINA AFRICA GUODIAN ENERGY TECHNOLOGY hereby acknowledges the receipt of your letter with *Ref No: TICC MAN/CHINA AFRICA/4* dated *02nd February 2021*.

Copy of the said letter is herein attached for easy reference.

And with this letter, we would like to respond as follows.

That, we concur with your directives to the effect that M/S Goldstard Trading Company Limited cannot sublease the land in Plot No. 92 at Kwazoka, Chalinze to our company. However, it has to be known that the lease between M/S Goldstard and Ally Seif Hemed has been terminated and no longer leased under the project of M/S Goldstard. It is because M/S Goldstard has surrendered its Certificate of Incentives to your good office for the reason that the project is no longer in operation via letter dated *27th October 2020*. **Copy of the said letter is herein attached for easy reference.**

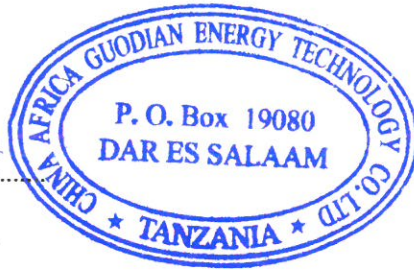
Besides, currently, the owner of the land of Plot No. 92, is Mr. Ally Seif Hemed and has leased the said land to our company, in that matter there is no any hindrances for that land to be used in our planned project. **Copy of the lease agreement is herein attached for easy reference.**

Therefore, we humbly request your office to allow this land to be used in our project and hence your office to register our project.

We hope our request shall be considered.

Yours Sincerely,

郭良辰



Director,

China Africa Guodian Energy Trading Company Limited



THE UNITED REPUBLIC OF TANZANIA
PRESIDENT'S OFFICE
TANZANIA INVESTMENT CENTRE



In reply, please quote:

REF NO.TICC MAN/CHINA AFRICA/4

02nd February, 2021

Executive Director,
China Africa Guodian Energy Technology Company Limited,
P.O. Box 19080,
DAR ES SALAAM.

RE: APPLICATION FOR CERTIFICATE OF INCENTIVES

Please refer to our letter with Ref. No. TIC/MAN/PP.10/043256/6 dated 5th October, 2020.

2. Tanzania Investment Centre (TIC) would like to further emphasize that according to the Tanzanian Land Laws, foreign investors are only allowed to own land through Derivative Right issued by TIC. Your land lord, M/S Goldstard Trading Company Limited being a foreign company is bound to this legal requirement and if it owns a Derivative Right, it is required to obtain consent from TIC prior sub-leasing the land parcel to your company. So far, according to our records, Goldstard does not own Derivative Right issued by TIC hence doesn't own any land parcel in Tanzania.

3. Furthermore, our records has it that the land parcel referred to is owned by a Tanzanian Mr. Ally Seif Hemed who lease it to Goldstard Trading Company Limited in June 2017 which registered a project with TIC to establish a project for meat processing.

4. TIC therefore advice you to look for appropriate land parcel to be used for the planned project and facilitate its TIC registration and TIC land section will be available to work with you in this endeavour.

Please be guided accordingly.

J.M. Baitu

FOR: EXECUTIVE DIRECTOR.

GOLD STARD TRADING COMPANY LIMITED



Gold Stard Trading Company Limited

P.O.Box 19080

Dar es Salaam

Tel: +255 743 666 888

Email: 1329105512@qq.com

Tanzania Investment Centre
9A & B Shaaban Robert Street
P. O. Box 938
DAR ES SALAAM

27th October 2020

RE: CANCELLATION FOR TIC CERTIFICATE

We, **GOLD STARD TRADING COMPANY LIMITED** are a limited company registered under the laws of Tanzania with certificate of Incorporation no. 122838 dated 8th January 2016. The company was registered for conducting other business but mainly the business of Meat processing.

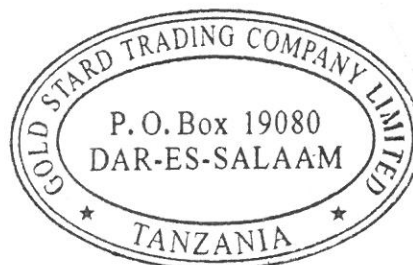
The company made an Application for Certificate of Incentive at your good office mainly for business of meat process, and the same was issued by 1st June 2017. That from that day, the company made follow up of other licenses which were necessary to facilitate the project but unfortunately the purpose of the said project was banned by the Government. In that juncture, we would like to inform you that, the company has not conducted any activity in relation to the project whatsoever.

Further to that, we request your good office to allow the land property under Plot No. 192, located at Kwazoka, Chalinze in Coast Region which was used on the project under **GOLD STARD TRADING COMPANY LIMITED** to be used again by **CHINA AFRICA GUODIAN ENERGY TECHNOLOGY COMPANY LIMITED** so as to facilitate its project. Therefore, **GOLD STARD TRADING COMPANY LIMITED** is surrendering the Certificate of Incentive herein attached.

Yours Faithfully,

Handwritten signature of Mi Guoen in black ink.

Mi Guoen
Managing Director
Gold Stard Trading Company Limited



LEASE AGREEMENT

THIS AGREEMENT is made this 10 day of FEB, 2021

Between

ALLY SEIF HEMED of Dar es Salaam, (hereinafter to be called 'the Landlord' which expression includes their assigns, agents and successors in title of the second par;

~

And

CHINA AFRICA GUODIAN ENERGY TECHNOLOGY COMPANY LIMITED of P.O. Box 19080 Dar es Salaam, a dully company incorporated in the United Republic of Tanzania (hereinafter to be called 'the Tenant') which expression includes their assigns, agents and successors in title of the one part;

WHEREAS the Landlord is the owner of 8000 square meters located within Plot no. 192, Kwazoka Area, Chalinze, Coast Region hereinafter called 'the demised premises';

AND WHEREAS the tenant has inspected the said premises and is desirous of leasing it and the Landlord is willing to let it out;

NOW THIS AGREEMENT WITNESSETH as follows: -

1. **TERM:**

The Landlord shall let and the Tenant shall take the demised premises as an INDUSTRIAL AREA Tanzania (the "office") from the Landlord for a term of 5 years commencing from the 10th day of February, 2021 to 09th day of February, 2026.

2. **RENT:**

The rent for the demised premises shall be TZS 350,000/= (three hundred and fifty thousand only) per month.

3. **HANDING OVER OF THE PREMISES:**

The Landlord shall handover vacant possession of the demised premises to the Tenant on the date of signing the lease.

4. **THE TENANT'S COVENANTS:**

The Tenant hereby covenants with the Landlord as follows: -

- a) To pay the rent hereby reserved on the days and in the manner and in the currency aforesaid.
- b) To use the demised premises for the construction of manufacturing industry and related purposes.
- c) Not to do or permit to be done upon the demised premises or any part thereof anything that may be or become a nuisance, annoyance, damage or inconvenience to the Landlord, neighbors or occupiers of the property in the neighborhood or in any way interfere with the quiet occupation or comfort of the neighbors.
- d) To comply with the local authority regulations relating to the demised premises.
- e) Not to assign, sublet or part with possession of the demised premises or any part thereof without the previous consent in writing of the Landlord: provided that possession and/or occupation of the demised premises by any person by reason of such person being an employee of the Tenant shall not be deemed to constitute an assignment or subletting thereof.
- f) To permit the Landlord or her duly authorized surveyor or agent upon the demised premises.
- g) Not to take upon, keep, place or store any dangerous or inflammable material in the demised premises.
- h) At the termination or sooner determination of the term hereby created to yield up the demised premises together with all fittings, fixtures, equipment and appliances (if any) in such good, tenantable repair and

condition as the demised premise were in at the time of the execution of the Agreement (fair wear and tear excepted).

- i) The tenant shall bear the legal fee for drawing this lease.

5. **LANDLORD'S COVENANTS:**

The Landlord hereby covenants with the Tenant as follows:

- a) To pay site rates, land rent, land service charges, property and withholding tax in respect of the demised premises.
- b) To permit the TENANT paying the rent hereby reserved and performing and observing the covenants and stipulations herein contained on their part, to peacefully hold and enjoy the demised premises during the term hereby created without any interruption by the LANDLORD or any person rightfully through, under or in trust for the LANDLORD.

6. **MISCELLANEOUS**

Provided always and it is hereby declared as follows: -

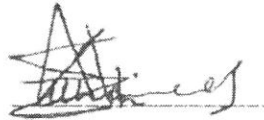
- a) If the rent hereby reserved or any part thereof shall be unpaid (whether formally demanded or not) and if there shall be any breach, non performance or non observance by the Tenant of any part of the covenants and conditions hereinbefore contained it shall be lawful for the Landlord at any time thereafter to enter upon the demised premises, and this demise shall absolutely determine without prejudice to any right of action or remedy of the Landlord in respect of any breach of the covenants by the Tenant hereinbefore contained.
- b) If the Tenant shall be desirous of taking a new lease of the demised premises after the expiration of the term hereby granted they shall deliver to the Landlord or leave or send by registered post to their last known address in Tanzania notice in writing of not less than one month before the expiration of the term hereby granted and the rent that the parties hereto shall have mutually agreed but subject

in all respects to the same terms and conditions herein contained the present clause excepted.

- c) That, in the event a dispute arises between the parties herein which cannot be resolved amicably, this Agreement is governed by and shall be construed in all respects in accordance with the laws of United Republic of Tanzania.


IN WITNESS WHEREOF the parties hereto have signed in the manner and on the day and year hereinafter appearing.

Signed at Dar es Salaam and
Delivered by the said ALLY SEIF HEMED
who is known to me personally/~~identified~~ to me by
.....the later known to me personally
this 10.....Day of FEBRUARY.....2021



Landlord

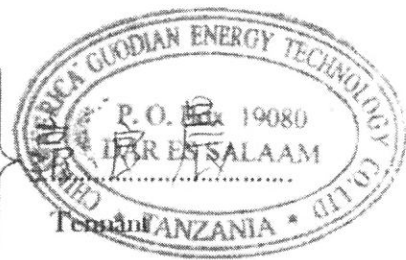
Before me:

Name: LUTUFYO MVUMBAGU
Signature: 
Address: 45383
Qualification: ADVOCATE




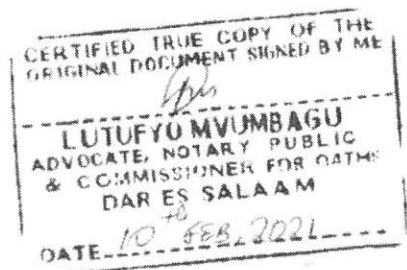
SEALED under the Common Seal of the said
CHINA AFRICA GUODIAN ENERGY TECHNOLOGY
COMPANY LIMITED

In my presence this 10.....day of FEB.....2021



On behalf of the Company:

Name: GUO LIANG CHEN
Signature: 
Address: DAR ES SALAAM
Qualification: Director



Before me:

Name: LUTHEO MUMBAGU

Signature: [Signature]

Address: 45393

Qualification: ADVOCATE

