

HAMZE CONTRACTORS

LID

1.0

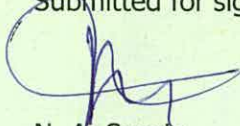
EXD

The approved project has fulfilled the investment requirements, which are: -

- (a) Minimum finance investment threshold has been exceeded, the project expects to invest US\$ 0.5m
- (b) Legal entity has been incorporated under certificate No. 69955 of 27/02/09

Based on the above, the letter of approval is hereby submitted for signature in order for the project to comply with the requirements of Section 17 of Tanzania Investment Act, 1997.

Submitted for signature.



N. A. Senzia
DIF

24th April 2009

EXD

In response to the TIC letter of registration dated 23rd April 2009

the project has submitted the required documents namely: -

- (a) Company Board Resolution.
- (b) Reference letter/Financing from International Commercial Bank of Z
- (c) lease agreement as evidence of land

With the above submission EXD is requested to sign Certificate of Incentives No. 041623 herein attached.

5/05/2009



DIF

MINUTE

PAGE NO. _____

JAMHURI YA MUUNGANO WA TANZANIA
THE UNITED REPUBLIC OF TANZANIA
STAKABADHI YA SERIKALI
EXCHEQUER RECEIPT

30325691 1



KIASI
Amount

Shs.						Cts.
6	5	0	0	7	50	0

NIMEPOKEA KWA
Received from

HAMZE CONTRACTORS LTD

MALA YA SHILINGI (Kwa maneno)
The Sum of Shillings (Words)

SEVEN HUNDRED FIFTY ONLY
Tanzania Investment Centre

MALIPO YA
In respect of

CERTIFICATE OF INVESTMENT

WA FEDHA TASLIM/HUNDI NAMBA
Cash/Cheque No.

CASH

KITUO - Station

Dsm

MAJUMBU YA MPOKEAJI - Receiving Officer's
Signature

ACC. Title

Date

TICC/PP.10/041683/3

23 April 2009

Managing Director,
Hamze Contractors Ltd,
P.O. Box 2812,
DAR ES SALAAM

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE
ESTABLISHMENT OF MANUFACTURING FACILITIES FOR
BUILDING MATERIALS**

We wish to acknowledge receipt of your project proposal to establish manufacturing facilities for building materials as presented in the TIC P.A. 1 Form No. 07808 and Feasibility Study with a projected investment of USD 0.5 m.

We have studied your project proposal and are pleased to inform you that your investment proposal is now officially registered and therefore your project will be granted a CERTIFICATE OF INCENTIVES, given under authority conferred upon TIC under Part III, Section 17 (1-8) of the Tanzania Investment Act, 1997. In order to enable TIC prepare your Certificate of Incentives you will be required to submit the following:

- Company Board Resolution.

You will also be required to submit to the Centre a Progress Report on the implementation of the project after every six months for our information and review. Guidelines for the preparation of the report are contained in annexure 2 also attached to this letter. Please do not hesitate to contact the Centre for any clarification if the need arises. Please also note that a facilitation fee equivalent to US\$ 750.00 is payable at the ruling exchange rate before your Certificate of Incentives is prepared. Please make deposit direct to the bank as per bank details below:

*Tanzania Investment Centre
Standard Chartered Bank (T) Ltd
US Dollar A/C 8702006002000
T.Shs A/C 0102006002000*

..../2

TICC/PP.10/041683/3

23 April 2009

We wish you every success in the implementation of the project.

Yours sincerely,

Tanzania Investment Centre


B. D. Chonjo
For: Executive Director

Copy to: Permanent Secretary,
Ministry of Finance and Economic Affairs,
P. O. Box 9111,
DAR ES SALAAM

Permanent Secretary,
Ministry of Industry, Trade and Marketing,
P.O. Box 9503,
DAR ES SALAAM

Commissioner General,
Tanzania Revenue Authority,
P. O. Box 11491,
DAR ES SALAAM

HAMZE CONTRACTORS LIMITED

EXTRACT FROM MINUTES OF THE BOARD OF DIRECTORS MEETING AT
THE REGISTERED OFFICE OF THE THE COMPANY HELD ON 28TH
FEBRUARY, 2009 AT HEAD OFFICE OF THE COMPANY.

PRESENT

- | | | | |
|-----|-----------------------|-------|----------|
| (1) | AHMED HAMZE | | Director |
| (2) | FATMA ABBAS | | Director |
| (3) | KASSIM MHIDINI SHAFII | | Director |

During an Extra-ordinary General Meeting of the Directors held on 28th day of February 2009 at the registered office of the company the following resolution was passed.

SPACIAL RESOLUTION

Registration With Tanzania Investment Centre

It was resolved that the company should register its intergrated Building Material factory Project with Tanzania Investment Centre in an effort to secure relevant Investment Incentives under Tanzania Investment Act, 1997.



.....
AHMED HAMZE
BOARD CHAIRMAN



.....
KASSIM M.SHAFII
COMAPANY SECRETARY



2

Name of the Company
Hamze Contractors Ltd.

Post Box	Mamboleo Area, Tmk/Sad/Mbla/311	COI Number	69955	Contact	Mr. Ahmed Hamze
Post Office	2812	COI Date	27/02/2009	Designation	Managing Director
Region	Dar Es Salaam	Application F. No	07808	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0715 100 001
		Sub Sector	Building Materials	Fax	0
		File No	041683	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD										
Plot/Block	TMK/SAD/MBLA/311	<table border="1"> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> <tr> <td>0.5</td> <td>0</td> <td>0</td> <td>0</td> </tr> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	0.5	0	0	0		
Foreign Equity	Local Equity		Foreign Loan	Local Loan								
0.5	0		0	0								
Street	Mamboleo Area											
District	Temeke											
Region	Dar es Salaam											

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.04
Kassim Mhidini Shafii	Tanzanian	33	Plant	0.3
Fatma Abbas	Lebanese	33	Vehicles	0.1
Ahmed Hamze	Lebanese	34	Furniture & Fittings	0.03
			Pre-expenses	0.01
			Others	0.01
			Working Capital	0.01
			Total	0.5

Employment	27	Evaluated By	,Senzia Manager
Capacity	xxxx	Drawn By	Sarah Registry
Project Turn Over			

Description
To establish manufacturing facilities for building materials

Recommendations
Be approved subject to providing evidence as required by section 17 of Tanzania Investment Act, 1997

Decision

Approved for file - 22/4



No 00215545

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 041683

This is to certify that

HAMZE CONTRACTORS LTD

of address P.O. BOX 2812

DAR ES SALAAM

has been granted a Certificate of Incentives to invest in a new, rehabilitation /expansion or equity of the enterprise known as

HAMZE CONTRACTORS LTD

Which is located at TMK/SAD/MBLA/311, MAMBOLEO

TEMEKE - DAR ES SALAAM

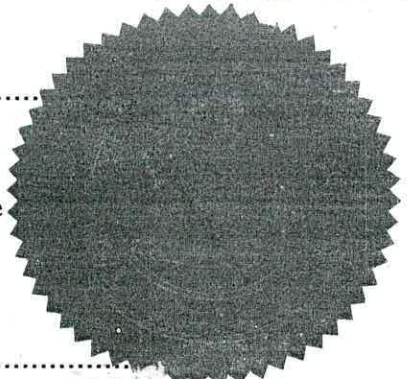
Further particulars required by Section 17 of the Tanzania Investment Act are set out overleaf.

[Signature]

Executive Director


Tanzania Investment Centre
P.O. Box 938, Dar es Salaam

Dated 5TH MAY 2009



This Certificate is issued in accordance with the provisions of Section 17 of the Tanzania Investment Act, 1997 and subject to the conditions prescribed under item 14 and 15 hereafter:—

1. Shareholders
- | Shareholders | Nationality | Shareholding (%) |
|-----------------------|-------------|------------------|
| Ahmed Hamze | Lebanese | 34 |
| Fatma Abbas | Lebanese | 33 |
| Kassim Mhidini Shafii | Tanzanian | 33 |
2. Proposed Activities: To establish manufacturing facilities for building materials
3. Sector: Manufacturing Subsector Manufacturing of building materials
4. Investment cost: Foreign USD 0.5m. Local - Total USD 0.5m.
5. Project Financing: Equity USD 0.5m. Loans - Total USD 0.5m.
6. Source, terms and conditions of loan
7. Assets to be invested:
- | Capital items: | Foreign | Local | Total |
|----------------|-----------|-------|-----------|
| | USD 0.5m. | - | USD 0.5m. |
8. Technology Agreement None
9. Date of TIC Registration: 23rd April 2009
10. Implementation period April 2009 - March 2012
11. Operative date April 2012
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
- (i) Applicable Import Duty And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997
 - (ii) Applicable with-holding Tax As per Income Tax Act, 2004 (as amended)
 - (iii) Eligibility of Capital Allowances As per Income Tax Act, 2004 (as amended)
13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.
14. Conditions attached to this Certificate of Incentives
- (i) Date of Commencement of investment has to be notified to the Centre.
 - (ii) Certificate not to be transferred, assigned or amended
 - (iii) Failure to commence implementation within two years invalidates Certificate
 - (iv) Failure to operate investment must be notified to the Centre
 - (v) Changes in shareholding, project activities and level of invested capital must be notified to the centre
15. Additional conditions attached to Certificate
- Finished goods are not allowed under this Certificate

Signed 
Executive Director

TANZANIA



Certificate of Incorporation

Section 15

No **69955**

I HEREBY CERTIFY THAT

HAMZE CONTRACTORS LIMITED =====

is this day incorporated under the Companies Act, 2002 and that the Company is Limited

Given under my hand at Dar es salaam

this **27TH** day of **FEBRUARY**

TWO THOUSAND AND NINE

Assist. Registrar of Companies

**THE REGISTRATION OF DOCUMENTS ORDINANCES
(CAP 117)**

CONTRACT OF LEASE

Datedday of.....2009

Between

KASSIM MUHIDIN SHAFII

And

HAMZE CONTRACTORS LIMITED

In respect of

**PLOT NO.TMK/SAD/MBLA/311 MAMBOLEO 'A', AREA
SANDALI WARD TEMEKE MUNICIPALITY**

Dar es Salaam.

CONTRACT OF LEASE

This agreement is made on theday of2009

BETWEEN

KASSIM MUHIDIN SHAFII of P.O Box2812 Dar es salaam (hereinafter referred to as the 'Landlords', where context so admits, includes their successors and assignees.

AND

HAMZE CONTRACTORS LIMITED of P.o. Box 2812 Dar Es Salaam (hereinafter referred to as the "Tenant',) where the context so admits, includes his successors and assignees.

WHEREAS:-

- a) The Landlord has agreed to lease to the tenant a property number **TMK/SAD/MBLA/311 MAMBOLEO 'A', AREA SANDALI WARD TEMEKE MUNICIPALITY**.(hereinafter called the 'demised premises'). The Landlord and the Tenant have agreed that the Lease of the premises shall be subject to the terms and conditions stipulated under this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:-

1.0 TERMS OF THE TENANCY.

The lease period shall be for fifteen years(15) starting from first day of April 2009 with an option for renewal following three months' notice prior to the expiry date, on the terms and conditions as both parties may mutually agree upon.

2.0 RENT PAYABLE

2.1 The total yearly rent shall be Tanzania Shillings Three Million Six Hundred Thousand to be paid by the tenant for the premises.

2, 2 The rent shall be paid on the first day of May of every year.

3.0 TENANT'S COVENANTS:-

THE TENANT COVENANTS WITH THE LANDLORD as follows:-

- a) To pay the stipulated rent on the dates aforesaid without deductions other than those deductions enforced by law or agreed between the tenant and the landlord.

- b) At all material times during the said rental period to keep the demised premises , equipment, doors, windows, water taps and pumps, electric lights and fittings and other
- c) To keep Landlord's fixtures and fittings as per inventory in good and tenatable repair, damage arising from reasonable and proper use accepted.
- d) To permit the Landlord or his agent at all reasonable times during the said term, with or without workmen with prior two (2) days written notice to enter upon and examine the condition of the demised premises and in case the same shall be found to be defective or out of repair to leave notice in writing on the demised premises to such defects and arrangement made for repairs.
- e) Not to make any alterations in additions to or paint exposed timbers or the walls in the demised premises without the prior consent of the Landlord of which consent shall not be unreasonably withheld or delayed.
- f) Not to cut, injure any of the walls or timbers of the demised premises and assets or suffer or permit the same to be done save as it may be reasonably required and with the prior consent of the Landlord.
- g) To pay all charges for electricity, security, water, telephone, garbage collection and other services used by the Tenant on the premises rented by the Landlord during the term of this lease Agreement.
- h) Not lease or sublet the demised premises or any part thereof without the written consent of the Landlord which consent shall not be unreasonably with held.
- i) In the event the Lease not renewed as provided in clause(1) at the expiry date, to yield up the demised premises in such repair or condition as shall be in accordance with the Tenant's covenants herein contained.

4.0 **LANDLORD'S COVENANTS:**

THE LANDLORD COVENANTS WITH THE TENANT as follows:-

- a) That he has good title to the property constituting the demised premises and has the right and full power to demise unto the Tenant the premises in the manner aforesaid.
- b) That the demised premises are tenatable and fit for accommodation.

- c) To keep the roof, main walls of the house , and the drains, septic tanks and water supply and the pipes carrying the same to the house in good and tenatable repair and condition before handing over the demised premises to the Tenant and during the period of occupancy by the Tenant. To repair / replace assets unserviceable as a result of natural wear and tear or electrical surge. To permit the Tenant paying the rent hereby reserved and observing the covenants and conditions hereby contained or implied and on its part to be performed and observed peacefully and quietly to possess and enjoy the demised premises during the tenancy hereby created without any interruption from or by the Landlord or any person rightfully claiming from or under him
- d) While the Lease is in force not to sell, assign transfer, lease or otherwise dispose of the demised premised without the written consent of the Tenant and such consent shall not be unreasonably withheld or delayed.

5.0 BOTH THE TENANT AND LAND LORD declared as follows:-

- a) Either party may terminate the Lease by giving THREE (3) month notice in writing of the desire to do so.
- b) The landlord shall not be liable for any injury to the Tenant, invitees, servants or visitors of any kind, including tradesman, and wherever on the premises caused by delinquent working of the machinery in the demised premises.
- c) To comply with all the municipal and health regulations as may be promulgated by the City Council, save as where major matters are concerned.
- d) All disputes or differences concerning this Agreement shall be settled by the parties amicably and in the event of failure to conclude a settlement within two months the same shall be referred to arbitration in accordance with the Arbitration Ordinance (Cap.15) and Tanzania laws.

IN WITNESS WHEREOF the Landlord and the Tenant executed these presents on the day herein before appearing.

SIGNED and DELIVERED by the said
KASSIM MUHIDIN SHAFII

Who is known to me personally/

Identified to me by }
The latter being known to me personally }
In my presence this.....day of 2009 }

Witness's
Signature: }
Postal address: }
Qualification: }



SEALED with the common
Seal of HAMZE CONTRACTORS LIMITED
and DELIVERED in the
Presence of us this..... }
Day of.....2009 }

Signature: }
Name: }
Qualification: }



Signature: }
Name: }
Qualification: }





TANZANIA INVESTMENT CENTRE

REGISTRATION FORM

FOR

CERTIFICATE OF INCENTIVES

(Tanzania Investment Act 1997, Section 17 and 18,
and the Investment Regulations:
Regulation 42, Government Notice No. 318A of 2002)

Tanzania Investment Centre
9A & B Shaaban Robert Street
P. O. Box 938
DAR ES SALAAM
Tel. 022 2116328
Fax. 022 2118253
e-mail: information@tic.co.tz
Website: www.tic.co.tz

(Please fill the form in duplicate)

UNITED REPUBLIC OF TANZANIA

THE TANZANIA INVESTMENT ACT
(No. 26 of 1997)

APPLICATION FOR REGISTRATION
(Made under Regulation 42)

To: The Executive Director
Tanzania Investment Centre
P. O. Box 938
DAR ES SALAAM
Tanzania

1. I/Wc AHMED HAMZE CONTRACTORS LIMITED
(director/directors/agent of HAMZE CONTRACTORS LIMITED
(name of business enterprise) apply for registration of HAMZE CONTRACTORS LIMITED
under Section 17 of the Act and Part IV of the Investment Regulations, 2002.

2. The registered office of the company will be situated at PLOT NO. 10MK/SAD/MBLA/
311 MAMBOLED 'A' AREA TEMEKE MUNICIPALITY.

Copies of the following documents are attached to this application:

- (i) The Memorandum and Articles of Association/or partnership agreement
- (ii) Certificate of Incorporation/Registration
- (iii) A copy of the Project Profile or Feasibility Study showing the implementation period, programme of implementation and operative date
- (iv) Evidence of financing and evidence of land ownership for the project

3. The Head Office of the Company will be situated at PLOT NO. 10MK/SAD/MBLA/311
MAMBOLED 'A' AREA TEMEKE

4. The Principal Officers of the Company are

(1) AHMED HAMZE - MANAGING DIRECTOR

(2) KASSIM MAHDINI SHAFII - DIRECTOR

5. Auditors of the Company are

6. The authorized share capital of the Company is Tsh./US\$ 50,000,000

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is ~~Tshs./US\$~~ 500,000

8. The month and day of the financial year end is 31st December of each year.

Note: *failure to provide all the required information will result in the return of the application by the Centre.*

I/~~We~~ enclose a cheque/cash made payable to the **Tanzania Investment Centre** for ~~Tshs./US\$~~ 100 Being the Registration Fees. *In the event this application is unsuccessful we understand that this fee will not be refunded.*

I, AHMED HAMZE of Post Office Number 2812 DAR-ES-SALAAM

do solemnly and sincerely declare that I am a director/ ~~duly~~ authorized agent of HAMZE CONTRACTORS LIMITED

AND that all the requirements of the Tanzania Investment Act, 1997 in respect of matters precedent to the registration of the business enterprise under the Act and incidental thereto have been complied with, **AND** I make this solemn declaration conscientiously believing the same to be true.

Declared at Dar es Salaam }
The 15th day of APRIL 2003 } IB
Applicant

Before me:

Beatus E. Mpotwa
Commissioner for Oaths



APPLICATION SUMMARY

Company Name: HAMZE CONTRACTORS LIMITED

Certificate of Incorporation Number: Status:

Certificate of Incorporation Date:

Post Box: 2812

Town: DAR-ES-SALAAM

Sector: MANUFACTURING Sub-Sector:

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity Local Equity Foreign Loan Local Loan
500,000

Project Objectives: TO MANUFACTURE BUILDING MATERIALS

Capacity:

Employment: Foreign: Local: 27 Total: 27

Implementation Period: 36 MONTHS

Project Location

Site/Plot/Block No.: TMK/SAD/MBLA/311/MAMBOLED AREA "A" TEMEKE

Street: MAMBOLED AREA "A" District: TEMEKE Region: DAR-ES-SALAAM
(Attach sketch map showing project location)

Table with 3 columns: Shareholders, Nationality, %
AHMED HAMZE, LEBANESE, 2500 (1/3)
FATMA ABBAS, LEBANESE, 2500 (1/3)
KASSIM MAHDINI SHARI TANZANIAN, 2500 (1/3)

Investment Breakdown US\$/Tshs.M

Land/Building	40,000
Plant	300,000
Vehicles	100,000
Furniture & Fittings	30,000
Pre-expenses	10,000
Others	10,000
Working Capital	10,000
TOTAL	500,000

Contact Details:

Name: AHMED HAMZE

Title: MANAGING DIRECTOR

Telephone: 0715100001

Fax:

Email:

Payments to be made payable to:

TANZANIA INVESTMENT CENTRE
STANDARD CHARTERED BANK TANZANIA LTD.
SWIFT ADDRESS: SCBLTZTX
ACCOUNT NO.: 8702006002000



TANZANIA INVESTMENT CENTRE

REGISTRATION FORM

FOR

CERTIFICATE OF INCENTIVES

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Declared at Dar es Salaam }

The 15th day of APRIL 2003 }

AB
Applicant

Before me:

B...
Commissioner for Oaths



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Certificate of Incorporation Number: Status:

Certificate of Incorporation Date:

Post Box: 2812

Town: DAR-ES-SALAAM

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Investment Financing Plan in Million US\$/Tshs.

Foreign Equity Local Equity Foreign Loan Local Loan
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Street: MAMBOLEO AREA "A" District: TEMEKE Region: DAR-ES-SALAAM

(Attach sketch map showing project location)

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AHMED HAMZE LEBANESE 2500 (1/3)
FATMA ABRAS LEBANESE 2500 (1/3)
KASSIM MALDINI SHARI TANZANIAN 2500 (1/3)

Investment Breakdown ~~US\$/Tshs.M~~

Land/Building	40,000
Plant	300,000
Vehicles	100,000
Furniture & Fittings	30,000
Pre-expenses	10,000
Others	10,000
Working Capital	10,000
TOTAL	500,000

Contact Details:

Name: AHMED HAMZE

Title: MANAGING DIRECTOR

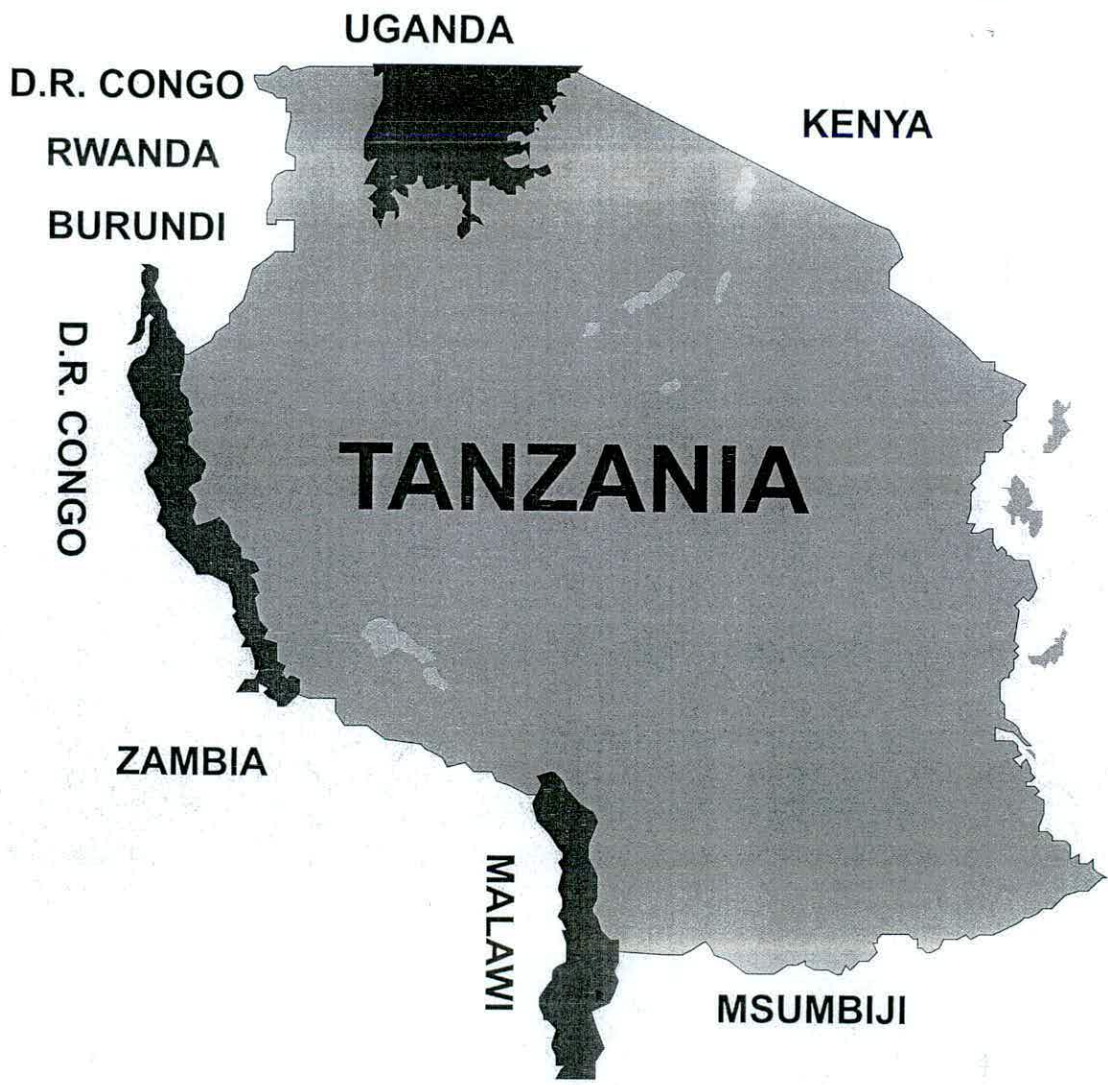
Telephone: 0715100001

Fax:

Email:

Payments to be made payable to:

TANZANIA INVESTMENT CENTRE
STANDARD CHARTERED BANK TANZANIA LTD.
SWIFT ADDRESS: **SCBLTZTX**
ACCOUNT NO.: **8702006002000**





ICB/KK/09/0012/ep

26th March 2009

TO WHOMSOEVER IT MAY CONCERN

This is to certify that **Mr. Ahmed Hamze**, P.O.Box 1943, Dar es Salaam is maintaining his Current Accounts No: USD 00002/01/601286/00 and TZS 00002/01/601285/08 with us since 21st January 2009.

This certificate has been issued at the specific request of Mr. Ahmed Hamze to submit to TIC for the process of registering his Company.

(Edwin Polle)

Branch Manager, Kariakoo



Head Office / Jamhuri Branch: Morogoro Road / Jamhuri Street, P.O. Box 9362, Dar Es Salaam, Tel: +255-22-2134989-992, 2111173, Fax: +255-22-2134286
Haideri Plaza Branch: Upanga / Kisutu Street, Dar Es Salaam, Tel: +255-22-2110518/520/571, Fax: +255-22-2110196
Kariakoo Branch: Lumumba Street, Dar Es Salaam, Tel: +255-22-2180017/31, Fax: +255-22-2180004
E-mail: enquiry@icbank-tz.com, Website: www.icbank-tz.com

THE COMPANIES ACT 2002

(ACT NO. 12 OF 2002)

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

HAMZE CONTRACTORS LIMITED

Incorporated this.....day of.....2009

DRAWN BY:-

*Mr Ahmed Hamze
(Subscriber)
P.O. BOX2812
DAR ES SALAAM.*

THE COMPANIES ACT 2002

(ACT NO. 12 OF 2002)

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

HAMZE CONTRACTORS LIMITED

Incorporated this.....day of.....2009

DRAWN BY:-

Mr Ahmed Hamze
(Subscriber)
P.O. BOX2812
DAR ES SALAAM.

THE COMPANIES ACT, 2002

(ACT NO. 12 OF 2002)

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

HAMZE CONTRACTORS LIMITED

TANZANIA
Stamp Duty Shs. 5,000/-
PAID ON ORIGINAL
Receipt No. 84471139. 27/12/09
Stamp Duty Officer

TANZANIA
Stamp Duty Shs. 5,000/-
Receipt No. 84471139. 27/12/09
Asst. Registrar of Companies

1. The name of the Company is "Hamze Contractors" Limited.
2. The Registered Office of the Company will be situated in The United Republic of Tanzania.
3. The objects for which the Company is established are:-
 - (a) To carry on the trades or business of builders, bricklayers, stone masons, house breakers, pointing contractors, shop front fitters, pavement light makers, painters, plasterers, decorators, French polishers, paper hangers, sanitary engineers, plumbers, joiners, carpenters, undertakers engineers, electricians, monumental masons, lime and cement merchants, steeplejacks, lightning conductor erectors and maintainers garage proprietors in their respective branches.
 - (b) To construct, erect, equip, carry on, work, develop, manage and control railways, tramways, gasworks, electricity works, waterworks, roads, bridges, viaducts, docks, harbors, aqueducts, piers, wharves, canals, reservoirs, irrigations, improvements, sewage and drainage works, and generally any work or works of a public or semi-public character, or of public utility.
 - (c) To carry on business as civil mechanical, electrical and general engineers; as metal and alloy makers and workers storage sons, pavers, tar spraying and asphalt contractors, and concrete contractors, bricklayers, pile drivers dwellers, land clearers, pit sinkers, timber merchants, carpenters and woodworkers, dredging contractors builders, plumbers, painters, plasterers, decorators stevedores barge owners, lighter men, carriers, shipping and forwarding agents, and garage proprietors.

- (d) To undertake the erection, construction, decoration, repair, cleansing and finishing of buildings, constructions and works of all kinds.
- (e) To manufacture, buy, sell and otherwise deals in glass, pottery, earthenware, bricks, stone, pipes, slates, tiles, concrete, lime cement, plaster, timber, steel, iron, metals and alloys generally, paints, enamels, polishes, lacquers, colors, distempers, papers, builders and decorators, requisites of every description cables, ropes, wires, electrical fittings, wireless broadcasting transmitters and receivers and apparatus and fittings
- (f) To purchase, take on lease or in exchange, or otherwise acquire and hold any lands or buildings wherever with, and to manage, farm or let the same or any part thereof for any period, and at such rent and on such conditions as the company shall think fit, or to develop the same or any part thereof as a building estate; and to construct and erect houses, flats, factories, warehouses and buildings of any kind thereon; to lay out roads and pleasure gardens and recreation grounds; to pull down alter or improve buildings; to plant, drain or otherwise improve the land or any part thereof
- (g) To construct, equip and carry on works for the manufacture of gas and electricity, and to lay mains, and pipes, install services and carry on the business of the provision and supply electricity and gas; to construct reservoirs and waterworks; to lay mains and pipes and supply water: and to provide and fix electric, gas and water fitting.
- (h) To carry on business as builders and decorators, joiners plumbers, metal workers, engineers, electricians, sanitary engineers, merchants and dealers in builders and decorators requisites of all kinds dealers, hotel keepers, licensed victuallers, house and estate agents, bankers, warehousemen, storage contractors, carriers, motor car, coach and lorry proprietors garage proprietors, tailors, dressmakers, boot and shoe dealers, hosiers hatters clothiers, ironmongers.
- (i) To carry on all or any of the trades or businesses of builders painters, decorators, French polishers, plumbers, metal and alloy workers, engineers, electricians, sanitary engineers, gas engineers joiners, furniture makers, upholsterers, coal, coke and fuel merchants, carriers, garage proprietors, wireless goods dealers, ironmongers and hardware dealers, storage contractors, and shop, office and house furnishers.
- (j) To carry in any part of the world and more particularly in Tanzania and elsewhere all kinds of Guarantees and Indemnity Business, to carry on life, fire, storm, marine, aerial, accident, employer's liability, workman's compensation disease, sickness, survivorship,

failure of issue, burglary, robbery, theft, fidelity and transit insurance and in particular:

- (i) To carry on the business of life assurance in all its branches and in particular to grant or effect assurance of all kinds for payment of money by way of single payment, or by several annuities or otherwise, upon the happening of all or any of the following events, namely, the death, or marriage or birth, or survivor-ship, or failure of issue of or the attainment of a given age by any person or persons, or the expiration of any fixed or ascertainable period, or the occurrence of contingency or event which would or might be taken to affect the interest, prospective, or otherwise, of any person or persons in any property, or the loss or recovery of contractual or testamentary capacity in any person or persons, and also (in connection with assurances of the life or lives of the same person or persons, but not otherwise) to grant assurances payable upon or after the happening of personal injuries caused by accident of any description, or upon the happening of sickness or bodily or mental incapacity.
- (ii) To grant policies or other instruments of assurance against or assuring compensation of payment in case of death, injury to health or limb by railway accident or shipwreck or other perils of land, water or air, or any other accident or misadventure, and also to assure payment during sickness or incapacity arising from general or other than the above causes
- (iii) To insure houses, tenements, merchandise, and all other property and effects, real and personal, against loss or damage by fire, storm, accident or otherwise, and to carry on the ordinary business of fire insurance in all its branches.
- (iv) To rebuild, repair, replace or reinstate houses, machinery, and every other description of property which may be insured by the Company, and to carry on any kind of business necessary or expedient for any such purposes.
- (v) To insure against every description of marine risks and aerial navigation risks which may be undertaken, relating to the perils of the sea, and air, fire, war, reprisals, and all other risks of a like nature incidental to navigation (marine or aerial), ships, aeroplanes, vessels and crafts of all description and also the freights, goods, merchandise, cargo, earnings and property whatsoever, in or on board of the same, whether the property of members of the Company, or otherwise, howsoever, so far as the same may be effected or made according to law.
- (vi) To insure all other matters and things which lawfully may or can be from time to time insured, or be the subject of insurance against perils of the sea or air, and also generally to carry on in all other

branches and departments the business of marine and aerial navigation insurance .

- (vii) To insure against all manner of accidents, liability or guarantee and to do every other description of insurance business kindred to the above inclusive of all powers incidental to or necessary for the fulfillment of the objects aforesaid.
- (k) To adopt such means of making known the aims of the company as may seem expedient and in particular by advertising in the press, by circular, purchase and exhibition of works, arts or interest, by publication of books and periodical, and by granting prizes, rewards and donations.
- (l) To acquire and undertake the whole or any of the business property and liabilities of any person, firm or company carrying on any business which the company is authorized to carry on, or possess property suitable for the purpose of this company.
- (m) To acquire, take over, promote, establish and carry on all or any business as traders, general merchants, commission agents, printers and stationers, imports and exporters, manufacturers, financiers, promoters and financial and monetary agents both in Tanzania and elsewhere, and to buy sell and deal in property, goods, produce, articles and merchandise of all kinds.
- (n) To carry on and import or export in connection therewith any trade or business whatsoever which may seem to the Company capable of being conveniently carried out by the Company with or ancillary to its general business or calculated directly or indirectly to enhance the value of any of the Company's property and rights for the time being.
- (o) To invest and deal with the moneys of the Company not immediately required upon such security and in such manner as may from time to time be determined.
- (p) To make, accept, endorse, execute and issue promissory notes, bills of exchange and other negotiable instruments for the purpose of the Company.
- (q) To enter into arrangements for sharing profit, union of interest, amalgamation, joint venture, reciprocal concession or otherwise with any person or Company carrying on or about to carry on any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and to take or otherwise acquire shares, and securities of any such Company and to sell, hold re-issued with or without guarantee or otherwise deal with the same.

- (r) To sell, to buy, improve, manage, develop, lease, mortgage, dispose of, and turn into account or otherwise deal with all or any of the Company's present or future property or rights.
- (s) To enter into any arrangements with any governments or authorities (Supreme, Municipal, local or otherwise) of any Corporations, Companies or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such government authority, corporation, company or union any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (t) To lend money to, or grant or provide credit or financial accommodation to any person or Company in any case in which such grant or provision is considered likely directly or indirectly to further any of the objects of the Company or the interests of its members.
- (u) To invest any moneys of the Company in such investments (other than shares in the Company or its holding Company, if any) and in such manner as may from time to time be determined, and to hold, sell or otherwise deal with such investments.
- (v) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with, or co-operate or participate in any way with, or assist or subsidize any Company or person carrying on any business within the objects of the Company.
- (w) To borrow and raise money and secure or discharge any debt or obligation or binding on the Company in such manner as may be thought fit, and in particular by mortgages or charges upon the undertaking and all or any of the real and personal property (present and future), and the uncalled capital of the Company or by the creation and issue of debentures stock or other obligations or securities of any description.
- (x) To sell, exchange, mortgage, let or rent, share of profit, royalty or otherwise, grant licences, easements, options, servitudes and other rights over and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the Company or any party thereof for such consideration as may be thought fit, and in particular for stocks, shares, debentures or other obligations or securities, whether full or partly paid up, of any other Company.
- (y) To give any remuneration or other compensation or reward for services rendered in placing or producing subscription of, or otherwise assisting in the issue of, any shares, debentures of



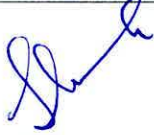
otherwise assisting in the issue of, any shares, debentures of other securities of the Company or the conduct of its business.

- (z) To apply for, hold purchase or otherwise acquire any patents, inventions, licenses, and the like, conferring any exclusive or limited right to use any secret or any information which may seem to the Company capable of being dealt with.
- (aa) To procure, the registration or Incorporation of the Company in or under the laws of any place outside Tanzania.
- (bb) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful objects, or for any exhibition, or for any purpose.
- (cc) To establish or promote, or concur or participate in establishing or promoting any Company the establishment or promotion of which shall be considered desirable in the interests of the Company and to subscribe for, underwrite, purchase or otherwise acquire the shares, stocks and securities of any such Company carrying on or proposing to carry on any business or activity within the objects of the Company.

And shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent Company.

4. The liability of the Members is Limited.
5. The Authorized Share Capital of the Company is TShs. 50,000,000/= (Tanzania Shillings Fifty Million) divided into 5,000 shares of TShs. 10,000/= (Tanzania Shillings Ten Thousand) each.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, POSTAL ADDRESS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS
AHMED HAMZE P.O.BOX 2812 DAR ES SALAAM	2500 Shares	
FATMA ABBAS P.O.BOX 2812 DAR ES SALAAM	1250 Shares	
KASSIM MHIDINI SHAFII P.O.BOX 2812 DAR ES SALAAM	1250 Shares	

Dated this 27th day of February 2009.

WITNESS to the above Signatures:-

Full Name: Babatius E. Mpotiwa
 Signature: 
 Postal Address: P.O. Box 22216
Dar es Salaam
 Qualification: Advocate



THE COMPANIES ACT, 2002

(ACT NO. 12 OF 2002)

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

HAMZE CONTRACTORS LIMITED

PRELIMINARY

1. The regulations in Table A in the First Schedule to the Companies Act, 2002 shall not apply to the Company except so far as the same are repeated or contained in these Articles.

INTERPRETATION

In these Articles, unless the subject or context otherwise requires, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof.

WORDS AND MEANINGS

"Articles" these Articles of Association as originally framed or as altered from time to time by special resolution.

"Articles" means these Articles of Association of **Hamze Contractors Limited**

"Board" means the board of Directors of the Company or the Directors present at a duly convened meeting of Directors at which a quorum has been attained.

"Company" shall mean of **Hamze Contractors Limited**

"Month" shall mean a calendar month.

"A Shareholder" : Any holder from time to time of the shares.

"The Directors" : The directors for the time being of the Company present at a duly convened meeting of the directors at which a quorum is present.

"The Office" : The registered office for the time being of the company.

"The Act" The Companies Act, 2002 and every statutory modification and re- enactment thereof for the time being in force.

2. The company is private company and accordingly, no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the company, nor shall the company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the company with a view to all or any of those shares or debentures being offered for sale to the public.

The company may pay to any person a commission in consideration of his subscribing or agreeing to subscribe, whether absolute or conditional, for any shares in the company, provided that such commission shall not exceed 10 per cent of the price at which such shares are issued, or an amount equivalent to such percentage and the requirements of section 56 of the Act shall be observed.

3. (a) The Directors may subject to Article 48 hereof allot, grant options over, or otherwise deal with or dispose of any relevant securities of the company in accordance with the provisions of these Articles and the Act to such persons and generally on such terms and conditions as the Directors think proper.

(b) The general authority conferred by paragraph (a) of this article shall be conditional upon due compliance with Article 48 hereof and shall extend to the amount of the authorized share capital of the company upon its incorporation.

(c) The Directors shall be entitled under the general authority conferred by paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the company to be allotted after the expiry of such authority.

4. If two or more persons are registered as joint holders of any shares any one of such persons may give effectual receipts for any dividends or other moneys payable in respect of such shares.
5. No person shall be recognized by the company as holding any share upon any trust and the company shall not be bound by or required to recognize equitable, contingent, future or partial interest in any share or any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder, except as by these Articles otherwise expressly provide or as required by law.

SHARE CAPITAL

6. The authorized share capital of the company is 50,000/= Fifty million divided into 5,000 (Five thousand) ordinary shares of shillings 10,000 (Ten thousand) each, each with such rights, privileges or conditions as may be determined by or in such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.
- 7.

SHARES

8. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares any share in the capital of the company may be issued with such preferred, differed or other special rights or such restrictions, whether in regard to dividend, voting return of capital or otherwise as the company may from time to time by ordinary resolution determine.
9. Subject to the provisions of Companies Act 2002, any preference shares may with the section of an ordinary resolution be issued on the terms that they are or at the option of the company are liable to be redeemed on such terms and in such manner as the company before the issue of the shares may by special resolution determine.
10. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed not to be varied by the creation or issued of further shares ranking *pari passu* therewith.
11. If any time the shares capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of the three fourths of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting provisions of this articles relating to general meetings shall mutants apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.
12. Every person whose name is entered as member in the register of members hall without payment, be entitled to one certificate under the common seal of the company specifying the share or shares held by him and the amount paid up thereon, provided that in respect of a share of shares held jointly by several persons the company shall be bound to issue more than one certificate and delivery of certificate of a shares to one of several jointly holders shall be sufficient delivery to all.
13. If a share certificate is defaced, lost, or destroyed, it may be renewed on payment of such fee, if any, not exceeding one thousand shillings, and on such terms, if any as to evidence and indemnity as the directors think fit.

LIEN

14. The company shall have a lien on every share for all moneys (whether present payable or not) called or payable at a fixed time in respect of that share and the company shall also have a lien on all shares standing registered in the name of a single person for all moneys presently payable by him/her or his/her estate to the company, but the directors may at any time declare any shares to be wholly or in part exempt from the provisions of this article. The company's lien, if any on a share shall extend to all dividends payable thereon.

15. The company may sell, in such manner as the directors think fit, any shares on which the company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the shares or the person entitled by reason of his death or bankruptcy to the share.
16. For giving effect to any such sale the directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he/she shall not be found to see to the application of the purchaser money nor shall his/her title to the shares be affected by any irregularity or invalidity in the proceedings in references to the sale.
17. The proceeds of sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue shall be held (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) by the company on behalf of the person entitled to the shares at the date of the sale.

CALLS ON SHARES

18. The directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares and each member shall (subject to perceiving at least fourteen days notice specifying the time or times of payment) pay to the company at the time or times of specified the amount called in his shares. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
19. The joint holders of shares shall be jointly and severally liable to pay all calls in respect hereof.
20. If sum called in respect of a share is not paid before or on the date appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at bank rate prevailing from time to time from the day appointed for payment thereof to the time of actual payment, but the directors shall be at liberty waive payment of the interest wholly or in part.
21. The provisions of these articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of shares, becomes payable at a fixed time, whether on account of the amount of the shares, or by way of premium, as if the same has become payable by virtue of a call dully made and notified.
22. The directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.

23. The directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same would but for such advance, become presently payable) pay interest at such rate (not exceeding, without the sanction of any company in general meeting the bank rate existing from time to time as may be agreed upon between the member paying the sum in advance and the directors).

TRANSFER AND TRANSMISSION

24. Subject to the provisions hereinafter contained shares in the company shall be transferable by written instrument in the common form signed by both the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.
25. The directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of shares to any person whom they do not approve not being already a member of the Company and may also decline to register any transfer of share on which the Company has a lien. The directors may also suspend the registration of transfers during the fourteen days immediately preceding the ordinary general meeting in each year. The directors may decline to recognize any instrument of transfer unless:-
- (a) A fee not exceeding shillings two hundred and fifty is paid to the Company in respect thereof, and
 - (b) The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the directors may reasonably require showing the right of the transferor to make the transfer.

If the directors refuse to register a transfer of any shares, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

26. The personal representatives of a deceased sole holder of a share shall be the only person recognized by the Company as having any title to the share. In the case of shares registered in the names of two or more holders, the survivors or survivor, or the personal representatives of the deceased survivor, shall be the only persons recognized by the company as having any title to the share.
27. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the directors, have the right, either to be registered as a member in respect of the shares or, instead of being registered himself/herself, to make such transfer of share as the deceased or bankrupt person could have made; but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the

- case of transfer of the share by the deceased or bankrupt person before the death or bankruptcy.
28. Except as hereinafter provide no share in the company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
 29. Every member or other person referred to in article 26 hereof who intends to transfer shares (hereinafter called the vender) shall give notice in writing to the board of his intention. The notice shall constitute the board his agent for the sale lot the said shares in one or more lots at the discretion of the board to members of the company at a price to be agreed upon by the vendor and the board, and in default of agreement, at a price which the auditor of the Company for the time being shall certify, by writing under his hand, to be in his opinion, the fair selling value thereof as between a willing vendor and a willing purchaser.
 30. Upon the price being fixed as aforesaid the board shall forthwith give notice to all the members of the Company other than holders of employees' shares of the number and price of the shares to be sold and invite each of them to state in writing within twenty one days from the date of the said notice whether he is willing to purchase any, and if so, what maximum number, of the said shares.
 31. At the expiration of the said twenty-one days the board shall allocate the said shares to or among the member or members who shall have expressed his or their willingness to purchase as aforesaid, and (if more than one) so far as may be pro rata according to the number of shares already held by them respectively, provided that no member shall be obliged to take more than the respectively, provided that no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid. Upon such allocation being made the vendor shall bound on payment of the said price to transfer the shares to the purchaser or purchasers. If he make default in so doing the chairman for the time being of the directors of the company or failing him one of the directors duly nominated by resolution of the board for that purpose shall forthwith be deemed to be duly appointed attorney of the vendor with full power to execute complete and deliver in the name and on behalf of the vendor a transfer of the shares to the purchasing member and the board may receive and give a good discharge for the purchase money on behalf of the vendor and enter the name of the purchaser in the register of members as holder by transfer of the shares purchased by him.
 32. In the event of the whole of the said shares not being purchased under article 28 the vendor may, at any time within six calendar months after the expiration of the said twenty-one days, transfer the shares not sold to any person (subject to article 17) and at any price.
 33. Articles 25,26,27,28 and 29 here of shall not apply to a transfer to a person who is already a member of the company, nor to a transfer merely for the purpose of effecting the appointment of new trustees, nor to a transfer by personal representatives to a legatee under the will of, or to the husband, wife or next of kin of a deceased member, nor to a transfer by trustee to a

beneficiary, provided that it is proved to the satisfaction of the board that the transfer bona fide falls within one of these exceptions.

**FORFEITURE OF SHARES AND EXPROPRIATION OF
SMALL HOLDINGS**

34. If a member fails to pay any call or instalment of a call, on the day appointed for payment thereof, the directors may at any time thereafter during such time as any part of such call or instalments remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
35. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.
36. If the requirements of any such notice as aforesaid are not complied with, any shares in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect and such forfeiture shall extend to any dividends in respect of any shares so forfeited not actually paid at the date of the said notice.
37. Forfeited shares may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.
38. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall notwithstanding, remain liable to pay to the company all moneys which, at the date of the forfeiture, were presently payable by him to the company in respect of the shares, but his liability shall cease if and when the company receive payment in the full of the nominal amount of the shares.
39. The holders for the time being of four fifths of the issued shares in the company shall be entitled at any time to purchase ex dividend all or any of the shares held by any member of the company at a price equal to the sum paid up thereon and upon the tender of that price by the holders of four fifths of the issued shares to any other member for the shares held by him that member shall execute transfer of the shares to the members by whom the tender is made or their nominees in such shares and proportions as they shall direct. If the member to whom the tender is made neglects or refuses to accept the sum tendered or to execute transfers of the shares the company may on proof of his neglect or refusal accept and give a good discharge for the moneys tendered on behalf of the member to whom the same shall have been tendered, and the provisions of article 23 shall apply to the execution of

transfer of the shares and the registration of the members by whom the tender was made or their nominees as owners of the said shares.

40. A statutory declaration in writing that declarant is a director of the company and that a share in the company has been duly forfeited or expropriated on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The company may receive the consideration, if any, given for the shares in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any nor shall his title to the share be affected by any irregularity or invalidity in the proceeding in reference to the forfeiture or expropriation, sale or disposal of the share.
41. The provisions of these articles as to forfeiture shall apply in the case of non-payment of any sum which by terms of issue of share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

ALTERATION OF CAPITAL

42. The company may, from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount as the resolution shall prescribe.
43. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of share capital, all new shares shall, before issue be offered to such persons as at the date of the offer are entitled to receive notices from the company of general meetings in proportion, as early as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration to that time or on receipt of an intimation from the person to whom the offer is made that he/her declines to accept the shares offered the directors may dispose of the same in such manner as they think most beneficial to the company. The directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares cannot in the opinion of the director, be conveniently offered under this article.
44. The new shares shall be subject to the same provisions with reference to payment of calls, lien, transfer, transmission, forfeiture, expropriation and otherwise as the shares in the original share capital.
45. The company may by any ordinary resolution:-
 - (a) Consolidate and divide all or any of its share capital into shares of larger amount than existing shares.

- (b) Sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association, subject, nevertheless, to the companies Act.
- (c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and may by special resolution.
- (d) Reduce its share capital and any capital redemption reserve fund in any manner and with, and subject to, any incident authorized and consent required by law.

GENERAL MEETINGS

- 46. The company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one annual general meeting and that of the next. Provided that so long as the company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and at such place as the directors shall appoint.
- 47. All general meeting other than the annual general meeting shall be called extraordinary general meetings.
- 48. The directors may, whenever they think fit, convene an extraordinary general meeting. If at any time there are not within the United Republic of Tanzania sufficient directors capable of acting to form a quorum, any director or any one member of the company may convene an extraordinary general meeting in the same manner as early as possible as that in which meeting may be convened by the directors.

PROCEEDINGS AT GENERAL MEETINGS

- 49. An annual general meeting and a meeting called for the passing of special resolution shall be called by twenty one days' notice in writing at the least and all other meetings by fourteen days' notice in writing at least. Such notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of the business shall be given in the manner hereinafter mentioned, or in such other manner, if any as may be prescribed by company in general meeting to such persons as are under these articles, entitled to receive such notices from the company, but with the consent of all the members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.
- 50. The accidental omission to give notice to or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at any meetings.
- 51. All business shall be deemed special that is transacted at a n extraordinary general meeting and all that is transacted at an annual general meeting, with the exception of sanctioning a dividend, the consideration of the accounts and

balance sheet and the ordinary report of the directors and auditors, the election of directors in the place of those retiring by rotation, and the appointment and fixing of the remuneration of the directors.

52. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business, same as herein otherwise provided two members personally present shall be a quorum.
53. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved and any other case it shall stand adjourned to the same day in the next week, at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.
54. The chairman, if any of the board of directors shall preside as chairman at every general meeting of the company.
55. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the members present shall choose someone of their member to be chairman.
56. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty or more days, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting.
57. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one member entitled to vote present in person or by proxy and unless a poll is so demanded, a declaration by the chairman that the resolution has, on a show of hands, been carried or carried unanimously, or by particular majority or lost and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
58. If a poll is duly demanded it shall be taken in same manner as the chairman directs and the result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.
59. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the polls demanded, shall be entitled to a second or casting vote.

60. A poll demanded on the election of a chairman, or in a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.
61. Any ordinary resolution of the company determined on without any general meeting and evidenced by writing under the hands of all the directors or a sole director and of members of the company holding three-fourths of the issued shares of the company shall be as valid and effectual as an ordinary resolution duly passed at a general meeting of the company duly convened and held.

VOTES OF MEMBERS

62. On a show of hands every member present in person shall have one vote. On a poll every member shall have one vote for each shares of which he is the holder.
63. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the register of member.
64. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee a curator bonus, or other person in the nature of a committee or curator boons appointed by that court and any such committee, curator boons, or other person may, on a poll, vote by proxy.
65. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him/her in respect of shares in the company have been paid.
66. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purpose. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
67. On a poll votes may be given either personal or by proxy.
68. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorized in writing, or if the appointer is a corporation, either under the common seal, or under the hand of an officer or attorney so authorized. A member shall not be entitled to appoint more than one proxy to attend on the same occasion nor may a proxy vote except at a poll.
69. The instrument appointing a proxy and the power of attorney or other authority, if any under which it is signed or a naturally certified copy of that power or authority shall be deposited at the registered office of the company

not less than forty-eight hours before the time for holding the meeting, or adjourned meeting, or taking of the poll at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.

70. An instrument appointing a proxy may be in the following form, or in any other form which the directors shall approve:-

HAMZE CONTRACTORS LIMITED

Ia member of ... **Hamze Contractors Limited** do hereby appoint.....of..... as my proxy to vote for me and on my behalf at the Annual / Extraordinary General Meeting of the Company to be held on theday of200and at any adjournment thereof.

Signed this.....day of.....200.....

71. Any corporation which is a member of the company may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the company and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the company.

DIRECTORS

72. The first directors shall be not less than two in number and shall be appointed by the subscribers to the Memorandum of Association. Unless and until otherwise determined by the company by ordinary resolution, the number of directors shall not be less than two.

73. The names of the first directors of the company are as follows:-

1. AHMED HAMZE
2. KASSIM MHIDINI SHAFII

74. (1) The remuneration of the directors shall from time to time be determined by the company in general meeting.
- (2) In addition to their usual remuneration the directors shall also be paid such travelling, hotel and other expenses as may reasonably be incurred by them in the exercise of their duties, including any such expenses incurred in connection with their attendance at meetings of directors.

75. Any director may in writing appoint any person, who is approved by the majority of the directors to be his proxy and to represent him in meetings, which he/her is unable to be present. Every such alternate shall be entitled to notice of meeting of the directors and to attend and vote there at as a director when the person appointing him is not personally present, and where he/her is a director, to have a separate vote on behalf of the director he is representing in addition to his own vote. A director may at any time in writing revoke the appointment of an alternate appointed by him. Every such alternate shall be an officer of the company and shall not be deemed to be the agent of the director appointing him/her. The remuneration of such alternate shall be payable to the director appointing him/her and the proposition thereof shall be agreed between them. An alternate director need not hold any share qualification.
76. A director and alternate director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any general meeting of the company and at any separate meeting of the holders of any class of shares in the company.
77. The company may by extraordinary resolution remove any director before the expiration of his period of office, and may by an ordinary resolution appoint another person in his/her stead. A vacancy occurring in the board of directors may be filled up by the company by an ordinary resolution.

POWERS AND DUTIES OF DIRECTORS.

78. The business of the company shall be managed by the directors, who may pay all expenses incurred in forming and registering the company, and may exercise all such powers of the company as are not, by the companies Act 2002 or any statutory modification thereof, for the time being in force, or by these articles, require to be exercised by the company in general meeting subject nevertheless to the provisions of these articles and of the said ordinance and the exercise of such powers shall be subject to control of any general meeting of the company specially convened for the purpose, but no resolution of the company in general meeting shall invalidate any prior act of the directors which would have been valid if that resolution had not been passed.
79. The directors may from time to time appoint one or more of their body to the office of managing director or manager for such term and at such remuneration (whether by way of salary or commission or participation in profits, or partly in one way and partially in another) as they may think fit. The office of managing director shall be subject to determination ipso fact if he ceases from any cause to be a director, or if the company in general meeting resolves that his/her tenure of the office of managing director or manager be determined.
80. The directors may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking, property, uncalled capital, or any part thereof and to issue debentures, debenture stock, and other securities whether outright or as security for any debt liability or obligation of the company or of any third party.

81. The directors shall duly comply with the provisions of the Companies Act, 2000 or any statutory modification thereof for the time being in force, and particular with the provisions in regard to registration of the particulars of mortgages and charges affecting the property of the company, or created by it, and to keeping a register of the directors and secretaries and to sending to the Registrar of Companies an annual list of members, and a summary of particulars relating thereto, and notice of any consolidation or increase of shares capital, or conversion of shares into stock, and copies of special and extraordinary resolutions, and a copy of the register of directors and notification of any changes therein.
82. The directors shall cause minutes to be made in the books provided for the purpose:-
- (a) Of all appointments of officers made by the directors
 - (b) Of the names of the directors present at each meeting of the directors and of any committee of the directors
 - (c) Of all resolutions and proceedings at all meetings of the Company, and of the directors, and of committees of directors and every director present at any meeting of directors shall sign his/her name in a book to be kept for that purpose.

DISQUALIFICATION OF DIRECTORS

83. The office of any director shall be vacated, if the director:
- (a) Resigns his office by notice in writing to the company; or
 - (b) Becomes bankrupt in this Territory or in any other territory which is declared to be a reciprocating territory under section 147 of the Bankruptcy Ordinance; or
 - (c) Is found to be lunatic or becomes unsound mind or
 - (d) Is punished with imprisonment of a term exceeding six months without the option of fine; or
 - (e) Is requested in writing by all his/her co-directors to resign.
84. Any director or any company of firm of which a director is a member, may enter into contracts with the company and any director may vote as a director or shareholder in respect of such contract and retain for his own use profits made by him under any such contract, provided always that unless he be at the time sole director he must disclose his interest to his co-directors before the contract is entered into by the directors, and if he be at the time sole directors be interested contract the contract must be entered into by the company in general meeting, and before the contract is entered into the director or directors must disclose his or their interest to the meeting.

PROCEEDINGS OF DIRECTORS

85. The directors may meet together for the dispatch of, adjourn and otherwise regulate their meetings, as they think fit, question arising at any meeting shall be decided by a majority of votes. In case of any equality of votes the chairman shall have a second or casting vote. A director may, and the

secretary on the requisition of a director shall, at any time summon a meeting of the directors.

86. The quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall be two.
87. The continuing directors may act notwithstanding any vacancy in the body, but, if and so long as their number is reduced below the number fixed by or pursuant to these articles as the quorum of directors, the continuing director may act for the purpose of increasing the number of directors to that number, or summoning a general meeting of the company, but for no other purpose.
88. The directors may elect a chairman of their general meeting and determine the period for which he is to hold office, but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of their meeting.
89. The directors may delegate any of their powers to committees consisting of such members of their body as they think fit, any committee so formed shall in the exercise of the powers so delegate conform to any regulation that may be imposed on them by the directors.
90. A committee may elect a chairman of their meeting, if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose any of their number to be chairman of the meeting.
91. A committee may meet and adjourn as they think proper. Questions arising at any meeting shall determine by a majority of votes of the members present, and in the case if any equality of votes the chairman shall have a second or casting vote.
92. All acts done by any meeting of the directors or of a committee of directors, or any person acting as a director, shall, notwithstanding that it is afterwards discovered that there was some effect in the appointment of any such directors or persons acting as aforesaid, or that they or any them were disqualified, be as valid as if every such person had been duly appointed to be a director.
93. A resolution determined on without any meeting of directors and evidenced by writing under the hands of all directors, or sole director, or of all members of a committee, or of sole member of a committee, shall be as valid and effectual as resolution duly passed at meeting of the directors or of such committee.

MANAGING DIRECTOR

94. The Directors may from time to time appoint a Managing Director who may not necessarily be out of their body for such a period and on such terms as they think fit, and subject to the terms of agreement entered into any such particular case, may revoke such an appointment.

95. Managing Director shall receive such remuneration as the Directors may determine.

SECRETARY

96. The Directors shall appoint a Secretary of the Company on such terms, at such remuneration and upon such conditions, as they may think fit, and they may remove the Secretary appointed by director's board resolution.

THE SEAL

97. The Director shall provide for the safe custody of the seal, which shall only be used by the authority of the directors or of a committee of the directors or of a committee of the directors authorized by the directors in that behalf, and every instrument to which the Seal Secretary or by a second director or by some other person appointed by the directors for the purpose but so that the directors may by resolution determine, either generally or in any particular case, that the signature of any director may be affixed by some mechanical means to be specified in such resolution, provided that the use of such means is by such restricted to certificates which have first been approved for sealing by the Auditors, Transfer Auditors, Transfer Agents or Bankers of the company in writing.

DIVIDENDS AND RESERVE

98. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the directors.
99. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the company.
100. No dividends shall be paid otherwise than out profits.
101. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends all dividends shall be declared and paid according to the amounts paid on the shares, but if and so long as nothing is paid up on any of shares in the company dividends may be declared and paid according to the amount of the shares. No amount paid on a share in advance of call shall, while carrying interest, be treated for purpose of this article as paid on the share.
102. The directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the directors may from time to time think fit.

103. If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividends payable on the shares.
104. No dividend shall bear interest against the company.

ACCOUNTS

105. The directors shall cause proper books of accounts to be kept with respect to:-
 - All sums of money received and expended by the company, and the matters in respect of which the receipt and expenditure takes place.
 - All sales and purchases of goods by the company and the Assets and liabilities of the company. Proper books of account means such books as are necessary to give a true and fair view of the state of the company's affairs and to explain its transaction.
106. The books of accounts shall be kept at the registered office of the company, or at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.
107. The directors shall from time to time determine whether and to what extent and at what time and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being directors, and no member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by statute or authorized by the directors or by the company in general meeting.
108. The directors shall from time to time in accordance with section 153 of the Companies Act 2002 or any statutory modification thereof for the time being in force, cause to be prepared and to be laid before the company in general meeting such profit and loss accounts, balance sheet, group accounts (if any) and reports as are referred to in this section.
109. A copy of every balance sheet (including every document required by the law to be annexed thereto) which is to be laid before the company in General meeting before the date of the meeting together either a copy of the auditors report, shall not less than twenty one days be sent to every member of, and every holder of debentures of, the company and to every person registered under regulations 19. Provided that the regulation shall not require a copy of those documents to be sent to any member of whose address the company is not aware or to more than one of the joint holders of any shares or debentures.

CAPITALISATION OF PROFITS

110. The company in general meeting may upon the recommendation of the directors resolve that the desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts or

to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled there to distributed by law of dividend and in the same proportions on conditions that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the company to be allotted and distributed, credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the directors shall give effect to such resolution.

Provided that a shares premium account and capital redemption reserve fund may, for the purpose of this regulation, only be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares.

111. Whenever such resolution as aforesaid shall have been passed the directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issue of fully paid up shares or debentures, if any, and generally shall do all acts and things to give effect thereto, with full power to the directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they as they think fit for the case of shares of debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all members entitled thereto into an agreement with the company providing for the allotment to them respectively, credited as fully paid up, or any other shares or debentures to which they may be entitled up on such capitalization, or (as the case may require) for the payment up by the company or their behalf, by the application thereto of their respective proportions of the profits of the resolved to be capitalized of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effectively and binding on all such members.

AUDIT

112. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by an auditor.
113. The Directors shall appoint the first auditor who will hold office until the first annual general meeting.
114. The Directors may fill up any casual vacancy in the office of auditor.
115. The remuneration of the auditor shall be fixed by the Company in general meeting, except that the remuneration of any auditor appointed by the Directors may be fixed by the Directors.

NOTICES

116. A notice may be given by the company to any member either personally or by sending it by post to him or to his registered address, or (if has registered address in Tanzania, to the address, if any, within Tanzania supplied by him to the company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed effected by properly addressing, prepaying and posting a letter containing the notice and , unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.
117. If a member has no registered address in Tanzania and has not supplied to the company an address within The Republic of Tanzania for the giving of notices to him, a notices to him, a notice addressed to him/her, and displayed in the registered office of the company, shall be deemed to be duly given on the day on which it is so displayed.
118. A notice may be given by the company to the joint holders of a share by giving the notice to the joint holder named first in the register in respect of the share.
119. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or the title of representatives of the deceased, or trustees of the bankrupt, or by any like description, at the address, if any in the United Republic of Tanzania supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
120. Notice of any general meeting shall be given in the same manner hereinbefore authorized to (a) every member of the company except those members who (having no registered address within the United Republic of Tanzania) have not supplied to the company an address within the United Republic of Tanzania for the giving of notices to them, (b) every person entitled to share in consequence of death or bankruptcy of a member, who, but for his death or bankruptcy, would be entitled to receive notice of the meeting and (c) the auditors for the time being of the company. No other person shall be entitled to receive notices of general meetings.

WINDING UP

121. If the company shall be wound up the liquidator may, with the sanction of an extraordinary resolution of the company and any other sanction required by the Companies Act, 2002 divide amongst the members in specie or kind the whole or any part of the assets of the company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such decision shall be carried out as between the members or different classes of members. The Liquidator may, with sanction, vest the

whole or any part of the assets in trustees up on such trusts for the benefit of the contributors as the liquidator, with the like sanction shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.



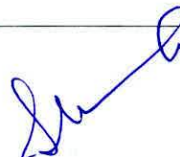
INDEMNITY

122. Subjected to the provisions of the Companies Act, 2002 every director, managing director, agent, auditor, secretary and other officer for the time being of the Company shall be indemnified in any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted.

ALTERATIONS OR ADDITIONS

123. Subject to the provisions of the Act and to those contained in the Memorandum of Association, the Company may by special resolution make alterations or additions to the Articles of Association and any such alterations or additions as made shall be as valid and effectual as if originally contained in these Articles and be subject in like manner to alteration by Special Resolution.

We the several persons whose names and addresses are subscribed are desirous of being formed into a Company, in pursuance of these Articles of Association, and we respectively agree to take the number off shared in the capital of the Company set opposite our respective names.

NAMES, POSTAL ADDRESS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS
AHMED HAMZE P.O.BOX 2812 DAR ES SALAAM	2500 Shares	
FATMA ABBAS P.O.BOX 2812 DAR ES SALAAM	1250 Shares	
KASSIM MHIDINI SHAFII P.O.BOX 2812 DAR ES SALAAM	1250 Shares	

Dated this 27th day of FEBRUARY 2009.

WITNESS to the above Signatures:-

Full Name BEATUS E. MPOIWA
 Signature 
 Postal Address: P.O. Box 22216
Dsm
 Qualification: ADVOCATE



HAMZE CONTRACTORS LIMITED

FEASIBILITY STUDY

**FOR INTERGRATED BUILDING
MATERIALS PROJECT**

HAMZE CONTRACTORS LIMITED

FEASIBILITY STUDY

**FOR INTERGRATED BUILDING
MATERIALS PROJECT**

1.0 INTRODUCTION

The Business Plan gives details for investment in high tech production of building materials covering brick and brick products, colored tiles, roofing panel's stones aggregates, chipping and concrete blocks. The total project cost is US\$. 0.5m.

The Business Plan is to be presented to relevant Government authorities to obtain the necessary permits and investment incentives.

2.0 The Company

HAMZE CONTRACTORS LIMITED is an on going concern incorporated on 27th February 2009 with certificate of incorporation no 69955. The firm wishes to venture into the production of building materials for the up market residential housing commercial and industrial complexes.

3.0 BACKGROUND

Tanzania is an emerging economy with high potential. The pace of investment has increased in the recent past and this is explained by the enabling environment conducive to investment, economic stability, boosting up investor confidence, and investment incentives. The liberation of Trade and industry and the policy of private sector driven economy have opened the doors to both local and foreign investments.

While the economy is relatively diversified a number of opportunities remain untapped.

The private sector, the construction industry and stakeholders are being called upon to support the government in exploiting this sleeping giant.

It is on this strength that the company wishes to embark on the production of building materials for the up market for the residential commercial and industrial complexes.

4.0 PROJECT SPONSOR

The promoters of the project are all Tanzanian by nationalities.

The names of the promoters along with their shareholdings are as follows:

Ahmed Hamze	-	83
Fatma Abbas		17

5.0 LOCATION

The project will be located Mamboleo 'A', Temeke Municipality, Dar-Es-Salaam and is well served by all the necessary infrastructure and environment requirements and well suited to the nature of the envisaged project.

6.0 PROJECT DESCRIPTION

Integrated Building materials project intends to be actively involved in building materials covering brick and brick products, colored tiles, roofing panel's stones aggregates, chipping and concrete blocks.

The masonry brick plant to be sourced from China and is capable of producing the following range of brick products.

- Vibrated Bricks
- Hollow Blocks
- Holes Bricks
- Interlock pavers
-

6.1 It is planned to utilize 60% of the plant capacity in the first year Growing to 90% in the 4th year. The production will ensure quality in the entire production process, that the bricks have sufficient structural comprehensive strength to meeting the building code requirements.

6.2 The company targets to deliver 30% of the brick products to up market residential housing and 60% to commercial and industrial projects. The

main Raw Materials for brick production will be sourced from sand quarries that are in the proximity to the project site aggregates and raw Materials will be sourced within their neighborhood and from their own quarry. Two Scania trucks to be purchased for the project each with capacity of 14m³ will be deployed in transporting sand from the quarry sites. The Cement will be purchased in bulk from Twiga Cement under TIC investment incentive.

6.3 Colored Roofing tiles and Roofing Panels plants will be sourced from China. It is anticipated that the production will annually grow by 15% and stabilize in the fourth year as indicated below. The Production will strictly adhere to quality standards, for market positioning and effectively compete with the few importers, (Nabaki Africa) and local manufactures (ALAF).

6.4 The Other Raw Materials for the production of the buildings materials are Galvanized coils and colored coils for colored tiles and roofing panels will be sourced from India, where prices are relatively competitive. It is planned to keep two months stock in line with the order lead times. Raw materials requirements are gauged to the annual production levels.

7.0 MARKET AND MARKET POTENTIAL

The emerging Tanzania private sector driven economy coupled with boost on investors, investors confidence and package of investment incentives, has opened up the potential window of business opportunities to local and foreign investors in various sector of the economy. Production of standard quality building materials for the opening up market for residential, commercial and industrial housing remains untapped sleeping giant.

Tanzania has a population of 33ml people. The provision of housing in urban centers and rural remains inadequate. Demand for housing stands at 800,000 units but supply is less than 20%.

7.1 Market Demand

The demands for standard bricks which are in accordance with the engineering structural specification are enormous. In the Bricks Market the firm targets 30% its brick production to the up market

residential housing and 60% of heavy duty brick to the industrial and commercial high rise complexes. The Target Markets are Real estate developers and builders for residential and self serviced apartments.

7.2 For the Interlock Pavers Target Markets are as follows:

- Residential paver market
- Commercial paver market
- Industrial paver market
- Municipal paver market
- Petrol station paver market
- Land scope paver market
- Tan roads

The company sales force will be calling on architect's and engineers to push pave sales and strengthen concrete pave market specially the residential and Municipal markets.

Also, they will work very closely with municipal planners who regard down town as living room, to expand the down town planned area by developing attractions such as parks, gardens, museums, theatres, zoos, aquariums by installing pavers to unify attractions and side walks/walkways.

The benefit of pavers is that they can be replaced after repairs of underground utilities as a key consideration for paving walkways. Pavers will also reduce costs, because expensive equipment is not required for removal of pavers, and can be reinstated after repair with minimum traffic interruption, with no destruction to the surroundings. Pavers are Eco friendly in the management of storm water run off.

7.3 The roofing panels are targeted to the industrial and commercial complexes, very ideal for dust polluted areas as it offers the best dust release surface.

The company aims to at a later stage to stage export to neighboring countries Zambia, Mozambique, Rwanda and Burundi.

8.0 PROJECT COST AND FINANCING

8.1 The total initial investment is US\$. 500,000 broken down as follows

ITEM	Project Cost
Land and Building	40,000
Machinery and plan	300,000
Vehicles	100,000
Furniture & Fittings	30,000
Other	10,000
Pre-Operating Expenses	10,000
Working Capital	10,000
TOTAL INVESTMENT	500,000

FINANCING

	EQUITY	TOTAL
Loan/Equity	500,000	500,000

8.2 Land and Development

The project will be situated on The plot that will require development in terms of soft and hard land scaping and erection of go down estimated at US\$. 40,000 and the investor have set the funds aside for their purpose.

8.3 **Plant and Machinery** cost is estimated US\$. 300,000 and Vehicles cost estimated is US\$100,000.

8.4 **Furniture and fittings** cost estimated is US\$ 30,000

8.5 **Pre-Operational Expenses** estimate is 10,0000

8.6 Operating Expense

Details of monthly operating expenses are given in appendix 'J'

It is anticipated that the operating expenses will rise by 5% annually.

8.7 Labor

The project will employ 27 people

9.6.2 Utilities

These include electricity and water with annual estimate Marketing costs

9.6.3 Advertisement

The firm will undertake aggressive advertising and promotion to create public product awareness in pushing sales.

9.6.4 Administrative Overheads

Estimated annual units are as follows:

Staff welfare	9,000
Medical expenses	6,000
Insurance	1,200
Stationary	3,600
Licenses	500
Accountancy	1,000
Bank charges	6,000
Donations	7,000

9.7 Depreciation

The details of depreciation charges are shown in appendix 'D' and the provisions have been calculated on straight-line basis.

a)	Land and building	4%
b)	Machinery/plant	12.5%
c)	Vehicles	25%
d)	Furniture & Fittings	12.5%
e)	Pre-operation Expenses	20%

9.0 MANPOWER

Management and organization

HAMZE CONTRACTORS LIMITED the project promoter will coordinate the project to implementation.

The planned organization structure will include.

NO.	POSITION
1	General Manager
1	Chief Accountant
1	Production Manager
1	Marketing Manager
1	Assistant Accountant
1	Supplies Officer
1	Personnel Officer
4	Productions Supervisors
3	Product line sales
4	Machine operators
6	Drivers
4	Secretaries
27	

A manpower requirement has been estimated at 27 employees, as summarized above.

Training and Requirement

The company will recruit the key staff and the operators 3 months before the operations start to enable them participate in the trial production. This will be part of their orientation and training programme. On the job training will be a continuous process in production, machinery repairs and maintenance sales and marketing.

10.0 PROJECT SOCIAL AND ECONOMIC JUSTIFICATION

- 10.1 The project will create direct employment to about 27 people and indirect employment in the process of production handling packing marketing etc.
- 10.2 The project will contribute to poverty alleviation, in the sense that it will ensuring constant income to families in meeting the basic needs like food clothing, education fees, homes improvement and development.
- 10.3 It will at later stage generate forex from exports to the regional markets, SADC and EAC
- 10.4 Government will generate revenue through corporate tax.

8.1 Corporate Tax

The project will pay corporate Tax 30% starting from first year US\$309 increasing to US\$.431 In year ten, as a result of project explosive profitability.

8.2 Revenue Assumptions

8.3 Direct Cost

- Raw materials, covering colored steel coils, galvanized coils and wire to nail coils will be imported from either China or India.
- Cement and sand will be sourced locally .It is anticipated that the procurement prices will remain relatively stable. Sales Revenue

Sales will be generated from sales of three types of products as follows:

Bricks Products	68%
Aggregates	14%
Colored Tiles	18%
	100%

Operating Expenses

The costs constitute 1% of the annual sales. It is assumed that cost will increase by 15% annually, but the impact on the operating profits is minimal.

Cash flow Projections

The cash flow is positive right from the first year, with net cash flow of US\$649. and cumulative cash flow of US\$10954 in tenth year.

Management and organization

HAMZE CONTRACTORS LIMITED the project promoter will coordinate the project to implementation.

The planned organization structure will include.

NO.	POSITION
1	General Manager
1	Chief Accountant
1	Production Manager
1	Marketing Manager
1	Assistant Accountant
1	Supplies Officer
1	Personnel Officer
4	Productions Supervisors
3	Product line sales
4	Machine operators
6	Drivers
4	Secretaries
27	

A manpower requirement has been estimated at 27 employees, as summarized above.

Training and Requirement

The company will recruit the key staff and the operators 3 months before the operations start to enable them participate in the trial production. This will be part of their orientation and training programme. On the job training will be a continuous process in production, machinery repairs and maintenance sales and marketing.

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- 10.3 It will at later stage generate forex from exports to the regional markets, SADC and EAC
- 10.4 Government will generate revenue through corporate tax.

**HAMZE CONTRACTORS LIMITED
CAPITAL COST SUMMARY**

US\$

ITEM	Project Cost
Land and Building	40,000
Machinery and plan	300,000
Vehicles	100,000
Furniture & Fittings	30,000
Other	10,000
Pre-Operating Expenses	10,000
Working Capital	10,000
TOTAL INVESTMENT	500,000

APPENDIX: 3

**HAMZE CONTRACTORS LIMITED
SALARIES AND WAGES**

		Monthly Rate	Annual rate	Annual Salary
Managing Director	1	950	950	11,400
Marketing	2	650	1300	15600
GM/Management	5	500	2500	30000
Public Relations	1	450	450	5400
Project Development	3	350	1050	12600
Engineering	3	475	1425	17100
Lapidary	13	175	2275	27300
Administration and Finance	2	100	200	2400
TOTAL NUMBER OF EMPLOYEES	27	4050	10150	121800

HAMZE CONTRACTORS LIMITED
SCHEDULE OF ADMINISTRATIVE OVERHEADS

US \$

Insurance @ 1.5% Fixed Assets	3,269
Vehicles Running @ 15% Initial Value	14,326
Audit Fees	10,200
Water	404
Electricity	1,146
Repair and maintenance	490
Telecommunications	8,427
Legal Fees	9,600
Travelling	12,000
Sales Promotion	13,348
Miscellaneous	7,321
TOTAL ADMINISTRATIVE OVERHEAD	80,532

APPENDIX: 7

HAMZE CONTRACTORS LIMITED WORKING CAPITAL

US\$000

ITEM	1	2	3	4	5	6	7	8	9	10
Stocks										
Raw Materials (2 weeks)	3	3.5	4.0	5.1	5.1	5.1	5.1	5.1	5.1	5.1
Finished goods (15 days)	94	111	126	142	142	142	142	142	142	142
	97	114.5	130	147.1	147.1	147.1	147.1	147.1	147.1	147.1
Debtors										
Sales (15 days)	94	111	126	142	142	142	142	142	142	142
Sub-Total	191	225	256	289.1	289.1	289.1	289.1	289.1	289.1	289.1
Creditors										
Raw Materials (2 weeks)	3.3	3.8	4.3	5.4	5.4	5.4	5.4	5.4	5.4	5.4
Net Working Capital	187.7	221.2	251.7	283.7	283.7	283.7	283.7	283.7	283.7	283.7
Change in Working Capital	187.7	33.5	30.5	32	-	-	-	-		-

HAMZE CONTRACTORS LIMITED PROJECTED PROFIT AND LOSS ACCOUNTS

US\$ 000

YEAR	1	2	3	4	5	6	7	8	9	10
Sales Revenue	4559	5256	5913	6513	6513	6513	6513	6513	6513	6513
Less: Cost of Sales	3191	3679	4139	4559	4559	4559	4559	4559	4559	4559
Contribution	1368	1577	1774	1954	1954	1954	1954	1954	1954	1954
Less: Fixed Costs	201	201	201	201	201	201	201	201	201	201
Operating Surplus	1167	1376	1573	1753	1753	1753	1753	1753	1753	1753
<u>Capital Costs</u>										
Depreciation	68	68	68	68	68	68	68	68	68	134
Total capital cost	68	68	68	68	68	68	68	68	68	136
Profit Before Tax	1099	1308	1505	1505	1505	1505	1505	1505	1505	1505
Taxable 30%	330	392	451	451	451	451	451	451	451	431
Net Profit	769	916	1054	1054	1054	1054	1054	1054	1054	1054
Revenue Reserves	769	1685	2739	3793	4847	5901	6955	8009	9063	10117

HAMZE CONTRACTORS LIMITED PROJECTED CASHFLOW

APPENDIX: 9
US000

	0	1	2	3	4	5	6	8	9	10
Cash Inflow										
Equity	500	-	-	-	-	-	-	-	-	-
Total Inflow	500	-	-	-	-	-	-	-	-	-
Operational Inflow										
Profit before Tax	500	1099	1308	1505	1505	1505	1505	1505	1505	1505
Depreciation		68	68	68	68	68	68	68	68	68
Total Operations Inflow		1167	1376	1573	1753	1753	1753	1753	1753	1753
Total Cash inFlow	500	1167	1376	1573	1753	1753	1753	1753	1753	1753
Cash Outflow										
Investment	500	-	-	-	-	-	-	-	-	-
Operational Outflow		-	-	-	-	-	-	-	-	-
Taxation		330	392	451	451	451	451	451	451	451
Increase in W/C		187.7	33.5	30.5		-	-	-	-	-
Total Cash Outflow		518	426	482	451	451	451	451	451	451
Net Cashflows	-	649	950	1543	1302	1302	1302	1302	1302	1302
Opening Balance	-	-	649	1599	3142	4444	5746	7048	8350	9652
Closing Balance		649	1599	3142	4444	5746	7048	8350	9652	10954



HAMZE CONTRACTORS LIMITED

FEASIBILITY STUDY

**FOR INTERGRATED BUILDING
MATERIALS PROJECT**

HAMZE CONTRACTORS LIMITED

FEASIBILITY STUDY

**FOR INTERGRATED BUILDING
MATERIALS PROJECT**

1.0 INTRODUCTION

The Business Plan gives details for investment in high tech production of building materials covering brick and brick products, colored tiles, roofing panel's stones aggregates, chipping and concrete blocks. The total project cost is US\$. 0.5m.

The Business Plan is to be presented to relevant Government authorities to obtain the necessary permits and investment incentives.

2.0 The Company

HAMZE CONTRACTORS LIMITED is an on going concern incorporated on 27th February 2009 with certificate of incorporation no 69955. The firm wishes to venture into the production of building materials for the up market residential housing commercial and industrial complexes.

3.0 BACKGROUND

Tanzania is an emerging economy with high potential. The pace of investment has increased in the recent past and this is explained by the enabling environment conducive to investment, economic stability, boosting up investor confidence, and investment incentives. The liberation of Trade and industry and the policy of private sector driven economy have opened the doors to both local and foreign investments.

While the economy is relatively diversified a number of opportunities remain untapped.

The private sector, the construction industry and stakeholders are being called upon to support the government in exploiting this sleeping giant.

It is on this strength that the company wishes to embark on the production of building materials for the up market for the residential commercial and industrial complexes.

4.0 PROJECT SPONSOR

The promoters of the project are all Tanzanian by nationalities.

The names of the promoters along with their shareholdings are as follows:

Ahmed Hamze	-	83
Fatma Abbas		17

5.0 LOCATION

The project will be located Mamboleo 'A', Temeke Municipality, Dar-Es-Salaam and is well served by all the necessary infrastructure and environment requirements and well suited to the nature of the envisaged project.

6.0 PROJECT DESCRIPTION

Integrated Building materials project intends to be actively involved in building materials covering brick and brick products, colored tiles, roofing panel's stones aggregates, chipping and concrete blocks.

The masonry brick plant to be sourced from China and is capable of producing the following range of brick products.

- Vibrated Bricks
- Hollow Blocks
- Holes Bricks
- Interlock pavers
-

6.1 It is planned to utilize 60% of the plant capacity in the first year Growing to 90% in the 4th year. The production will ensure quality in the entire production process, that the bricks have sufficient structural comprehensive strength to meeting the building code requirements.

6.2 The company targets to deliver 30% of the brick products to up market residential housing and 60% to commercial and industrial projects. The

main Raw Materials for brick production will be sourced from sand quarries that are in the proximity to the project site aggregates and raw Materials will be sourced within their neighborhood and from their own quarry. Two Scania trucks to be purchased for the project each with capacity of 14m³ will be deployed in transporting sand from the quarry sites. The Cement will be purchased in bulk from Twiga Cement under TIC investment incentive.

6.3 Colored Roofing tiles and Roofing Panels plants will be sourced from China. It is anticipated that the production will annually grow by 15% and stabilize in the fourth year as indicated below. The Production will strictly adhere to quality standards, for market positioning and effectively compete with the few importers, (Nabaki Africa) and local manufacturers (ALAF).

6.4 The Other Raw Materials for the production of the buildings materials are Galvanized coils and colored coils for colored tiles and roofing panels will be sourced from India, where prices are relatively competitive. It is planned to keep two months stock in line with the order lead times. Raw materials requirements are gauged to the annual production levels.

7.0 MARKET AND MARKET POTENTIAL

The emerging Tanzania private sector driven economy coupled with boost on investors, investors confidence and package of investment incentives, has opened up the potential window of business opportunities to local and foreign investors in various sector of the economy. Production of standard quality building materials for the opening up market for residential, commercial and industrial housing remains untapped sleeping giant.

Tanzania has a population of 33ml people. The provision of housing in urban centers and rural remains inadequate. Demand for housing stands at 800,000 units but supply is less than 20%.

7.1 Market Demand

The demands for standard bricks which are in accordance with the engineering structural specification are enormous. In the Bricks Market the firm targets 30% its brick production to the up market

residential housing and 60% of heavy duty brick to the industrial and commercial high rise complexes. The Target Markets are Real estate developers and builders for residential and self serviced apartments.

7.2 For the Interlock Pavers Target Markets are as follows:

- Residential paver market
- Commercial paver market
- Industrial paver market
- Municipal paver market
- Petrol station paver market
- Land scope paver market
- Tan roads

The company sales force will be calling on architect's and engineers to push pave sales and strengthen concrete pave market specially the residential and Municipal markets.

Also, they will work very closely with municipal planners who regard down town as living room, to expand the down town planned area by developing attractions such as parks, gardens, museums, theatres, zoos, aquariums by installing pavers to unify attractions and side walks/walkways.

The benefit of pavers is that they can be replaced after repairs of underground utilities as a key consideration for paving walkways. Pavers will also reduce costs, because expensive equipment is not required for removal of pavers, and can be reinstated after repair with minimum traffic interruption, with no destruction to the surroundings. Pavers are Eco friendly in the management of storm water run off.

7.3 The roofing panels are targeted to the industrial and commercial complexes, very ideal for dust polluted areas as it offers the best dust release surface.

The company aims to at a later stage to stage export to neighboring countries Zambia, Mozambique, Rwanda and Burundi.

8.0 PROJECT COST AND FINANCING

8.1 The total initial investment is US\$. **500,000** broken down as follows

ITEM	Project Cost
Land and Building	40,000
Machinery and plan	300,000
Vehicles	100,000
Furniture & Fittings	30,000
Other	10,000
Pre-Operating Expenses	10,000
Working Capital	10,000
TOTAL INVESTMENT	500,000

FINANCING

	EQUITY	TOTAL
Loan/Equity	500,000	500,000

8.2 Land and Development

The project will be situated on The plot that will require development in terms of soft and hard land scaping and erection of go down estimated at US\$. 40,000 and the investor have set the funds aside for their purpose.

8.3 **Plant and Machinery** cost is estimated US\$. 300,000 and Vehicles cost estimated is US\$100,000.

8.4 **Furniture and fittings** cost estimated is US\$ 30,000

8.5 **Pre-Operational Expenses** estimate is 10,0000

8.6 Operating Expense

Details of monthly operating expenses are given in appendix 'J'

It is anticipated that the operating expenses will rise by 5% annually.

8.7 Labor

The project will employ 27 people

9.6.2 Utilities

These include electricity and water with annual estimate Marketing costs

9.6.3 Advertisement

The firm will undertake aggressive advertising and promotion to create public product awareness in pushing sales.

9.6.4 Administrative Overheads

Estimated annual units are as follows:

Staff welfare	9,000
Medical expenses	6,000
Insurance	1,200
Stationary	3,600
Licenses	500
Accountancy	1,000
Bank charges	6,000
Donations	7,000

9.7 Depreciation

The details of depreciation charges are shown in appendix 'D' and the provisions have been calculated on straight-line basis.

a)	Land and building	4%
b)	Machinery/plant	12.5%
c)	Vehicles	25%
d)	Furniture & Fittings	12.5%
e)	Pre-operation Expenses	20%

9.0 MANPOWER

Management and organization

HAMZE CONTRACTORS LIMITED the project promoter will coordinate the project to implementation.

The planned organization structure will include.

NO.	POSITION
1	General Manager
1	Chief Accountant
1	Production Manager
1	Marketing Manager
1	Assistant Accountant
1	Supplies Officer
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4	Productions Supervisors
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4	Secretaries
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A manpower requirement has been estimated at 27 employees, as summarized above.

Training and Requirement

The company will recruit the key staff and the operators 3 months before the operations start to enable them participate in the trial production. This will be part of their orientation and training programme. On the job training will be a continuous process in production, machinery repairs and maintenance sales and marketing.

10.0 PROJECT SOCIAL AND ECONOMIC JUSTIFICATION

- 10.1 The project will create direct employment to about 27 people and indirect employment in the process of production handling packing marketing etc.
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- 10.3 It will at later stage generate forex from exports to the regional markets, SADC and EAC
- 10.4 Government will generate revenue through corporate tax.

8.1 Corporate Tax

The project will pay corporate Tax 30% starting from first year US\$309 increasing to US\$.431 In year ten, as a result of project explosive profitability.

8.2 Revenue Assumptions

8.3 Direct Cost

- Raw materials, covering colored steel coils, galvanized coils and wire to nail coils will be imported from either China or India.
- Cement and sand will be sourced locally .It is anticipated that the procurement prices will remain relatively stable. Sales Revenue

Sales will be generated from sales of three types of products as follows:

Bricks Products	68%
Aggregates	14%
Colored Tiles	18%
	100%

Operating Expenses

The costs constitute 1% of the annual sales. It is assumed that cost will increase by 15% annually, but the impact on the operating profits is minimal.

Cash flow Projections

The cash flow is positive right from the first year, with net cash flow of US\$649. and cumulative cash flow of US\$10954 in tenth year.

Management and organization

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- 10.3 It will at later stage generate forex from exports to the regional markets, SADC and EAC
- 10.4 Government will generate revenue through corporate tax.

**HAMZE CONTRACTORS LIMITED
CAPITAL COST SUMMARY**

US\$

ITEM	Project Cost
Land and Building	40,000
Machinery and plan	300,000
Vehicles	100,000
Furniture & Fittings	30,000
Other	10,000
Pre-Operating Expenses	10,000
Working Capital	10,000
TOTAL INVESTMENT	500,000

APPENDIX: 3

**HAMZE CONTRACTORS LIMITED
SALARIES AND WAGES**

		Monthly Rate	Annual rate	Annual Salary
Managing Director	1	950	950	11,400
Marketing	2	650	1300	15600
GM/Management	5	500	2500	30000
Public Relations	1	450	450	5400
Project Development	3	350	1050	12600
Engineering	3	475	1425	17100
Lapidary	13	175	2275	27300
Administration and Finance	2	100	200	2400
TOTAL NUMBER OF EMPLOYEES	27	4050	10150	121800

HAMZE CONTRACTORS LIMITED
SCHEDULE OF ADMINISTRATIVE OVERHEADS

US \$

Insurance @ 1.5% Fixed Assets	3,269
Vehicles Running @ 15% Initial Value	14,326
Audit Fees	10,200
Water	404
Electricity	1,146
Repair and maintenance	490
Telecommunications	8,427
Legal Fees	9,600
Travelling	12,000
Sales Promotion	13,348
Miscellaneous	7,321
TOTAL ADMINISTRATIVE OVERHEAD	80,532

APPENDIX: 7

HAMZE CONTRACTORS LIMITED WORKING CAPITAL

US\$000

ITEM	1	2	3	4	5	6	7	8	9	10
Stocks										
Raw Materials (2 weeks)	3	3.5	4.0	5.1	5.1	5.1	5.1	5.1	5.1	5.1
Finished goods (15 days)	94	111	126	142	142	142	142	142	142	142
	97	114.5	130	147.1	147.1	147.1	147.1	147.1	147.1	147.1
Debtors										
Sales (15 days)	94	111	126	142	142	142	142	142	142	142
Sub-Total	191	225	256	289.1	289.1	289.1	289.1	289.1	289.1	289.1
Creditors										
Raw Materials (2 weeks)	3.3	3.8	4.3	5.4	5.4	5.4	5.4	5.4	5.4	5.4
Net Working Capital	187.7	221.2	251.7	283.7	283.7	283.7	283.7	283.7	283.7	283.7
Change in Working Capital	187.7	33.5	30.5	32	-	-	-	-		-

HAMZE CONTRACTORS LIMITED PROJECTED PROFIT AND LOSS ACCOUNTS

US\$ 000

YEAR	1	2	3	4	5	6	7	8	9	10
Sales Revenue	4559	5256	5913	6513	6513	6513	6513	6513	6513	6513
Less: Cost of Sales	3191	3679	4139	4559	4559	4559	4559	4559	4559	4559
Contribution	1368	1577	1774	1954	1954	1954	1954	1954	1954	1954
Less: Fixed Costs	201	201	201	201	201	201	201	201	201	201
Operating Surplus	1167	1376	1573	1753	1753	1753	1753	1753	1753	1753
Capital Costs										
Depreciation	68	68	68	68	68	68	68	68	68	134
Total capital cost	68	68	68	68	68	68	68	68	68	136
Profit Before Tax	1099	1308	1505	1505	1505	1505	1505	1505	1505	1505
Taxable 30%	330	392	451	451	451	451	451	451	451	431
Net Profit	769	916	1054	1054	1054	1054	1054	1054	1054	1054
Revenue Reserves	769	1685	2739	3793	4847	5901	6955	8009	9063	10117

HAMZE CONTRACTORS LIMITED PROJECTED CASHFLOW

APPENDIX: 9
US000

	0	1	2	3	4	5	6	8	9	10
Cash Inflow										
Equity	500	-	-	-	-	-	-	-	-	-
Total Inflow	500	-	-	-	-	-	-	-	-	-
Operational Inflow										
Profit before Tax	500	1099	1308	1505	1505	1505	1505	1505	1505	1505
Depreciation		68	68	68	68	68	68	68	68	68
Total Operations Inflow		1167	1376	1573	1753	1753	1753	1753	1753	1753
Total Cash inFlow	500	1167	1376	1573	1753	1753	1753	1753	1753	1753
Cash Outflow										
Investment	500	-	-	-	-	-	-	-	-	-
Operational Outflow		-	-	-	-	-	-	-	-	-
Taxation		330	392	451	451	451	451	451	451	451
Increase in W/C		187.7	33.5	30.5		-	-	-	-	-
Total Cash Outflow		518	426	482	451	451	451	451	451	451
Net Cashflows	-	649	950	1543	1302	1302	1302	1302	1302	1302
Opening Balance	-	-	649	1599	3142	4444	5746	7048	8350	9652
Closing Balance		649	1599	3142	4444	5746	7048	8350	9652	10954

