

EMERGENI AFRICA LTD

MINUTE SHEET

Dokezo

No. 1.0

Ag. 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\$ 2.776 m.....
- (b) Legal entity has been incorporated under certificate

No. 74779..... of 02/11/2010.....

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

3rd October, 2011

MINUTE SHEET

Dokezo
No.

EMERGENT AFRICA LIMITED



Plot No: 366 Nzega Urban Area P.O. Box 415 Nzega - Tabora, Tanzania
Tel: +255 28 250 6028 Cell Phone: +255 784 636 963 E-mail: emergent.africa@gmail.com

Ref. No: Emergent Oil/TIC/2011/1

Date: September 12 2011

Executive Director
Tanzania Investment Centre
P.O. Box 938
Dar es Salaam

RE: APPLICATION FOR TIC CERTIFICATE OF INCENTIVES – OIL MILLING

We are a newly registered company formed for purposes of establishing commercial undertakings in the country. We are currently planning to develop an ultra modern Oil Milling & Refinery project at Plot No: 366 Nzega Urban Area, Tabora. The project is estimated to cost about TShs 2.792 billion.

The project calls for construction of factory buildings and warehouses, procurement and installation of plant machinery and equipment, transportation facilities etc.. We kindly request your approval of this project and subsequent issuance of TIC Certificate of Incentives to facilitate smooth implementation of the project. Attached herewith please find the following basic documents for ease of reference and approval:

1. Duly completed and signed TIC Certificate Application Form
2. Copy of Certificate of Incorporation
3. Copy of Company Memorandum and Articles of Association
4. Copy of project Business Plan
5. Land Title Deed in respect of the project site
6. Banker's Letter of Reference
7. Company Board Resolution to register the project with TIC



Thanking you for your kind cooperation.

Yours sincerely,
EMERGENT AFRICA LIMITED

Dr. Hamis A. Kigwangala
MANAGING DIRECTOR



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/We DR. HAMISI KIGWANGALA
(director/directors/agent of EMERGENT AFRICA LIMITED
(name of business enterprise) apply for registration of CERTIFICATE OF INCENTIVE
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. 366, BLOCK "Z"
NZEGA URBAN AREA

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 NZEGA TOWNSHIP
4. The Principal Officers of the Company are DR. HAMISI KIGWANGALA
AND DR. BAYOUM KIGWANGALA
5. Auditors of the Company are ONBUCH ASSOCIATES
OR MWAZA
6. The authorized share capital of the Company is Tshs. US\$ 100 MILLION
DIVIDED INTO 100,000 SHARES OF TSHS
1,000 EACH.

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 2,291,750,000
8. The month and day of the financial year end is 31ST DECEMBER

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\$ 155,000/- Being the Registration Fees. *In the event this application is unsuccessful we understand that this fee will not be refunded.*

I, DR. HAMISI A. KIGWANGALLA of Post Office Number 415, NZEGA

do solemnly and sincerely declare that I am a director/ ~~duly~~ authorized agent of EMERGENT AFRICA LTD

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 06th day of Sept, 2011 }

Hamisi Kigwangalla
[Signature]

Applicant

Before me:



Commissioner for Oaths

APPLICATION SUMMARY

Company Name: EMERGENT AFRICA LIMITED

Certificate of Incorporation Number: 74979 Status: VALID

Certificate of Incorporation Date: 11 TH FEBRUARY, 2010

Post Box: 145

Town: NZEGA

Sector: INDUSTRIAL Sub-Sector: OIL MILLING

Investment Financing Plan in Million US\$/Tshs. 000

Foreign Equity	Local Equity	Foreign Loan	Local Loan
<u>—</u>	<u>1,291,750</u>	<u>—</u>	<u>1,000,000</u>

Project Objectives: TO PRODUCE HIGH QUALITY EDIBLE OIL FROM CRUSHING OF COTON AND SUNFLOWER OIL SEEDS.

Capacity: 50 TONS/DAY FOR COTON SEED OIL AND 30 TONS/DAY FOR SUNFLOWER OIL

Employment: Foreign: — Local: 59 Total: 59

Implementation Period: 12 MONTHS

Project Location

Site/Plot/Block No.: PLOT NO. 366, NZEGA URBAN AREA

Street: — District: NZEGA Region: TABORA
 (Attach sketch map showing project location)

Shareholders	Nationality	%
<u>DR. HOMISI KIGWANGALA</u>	<u>TANZANIAN</u>	<u>40%</u>
<u>DR. BAYOUM KIGWANGALA</u>	<u>TANZANIAN</u>	<u>11%</u>
.....
.....
.....

78.4%
21.6%

Investment Breakdown US\$/Tshs.M

Land/Building	444,450,000
Plant	1,258,800,000
Vehicles	266,000,000
Furniture & Fittings	15,000,000
Pre-expenses	30,000,000
Others	277,500,000
Working Capital	500,000,000
TOTAL	2,791,750,000

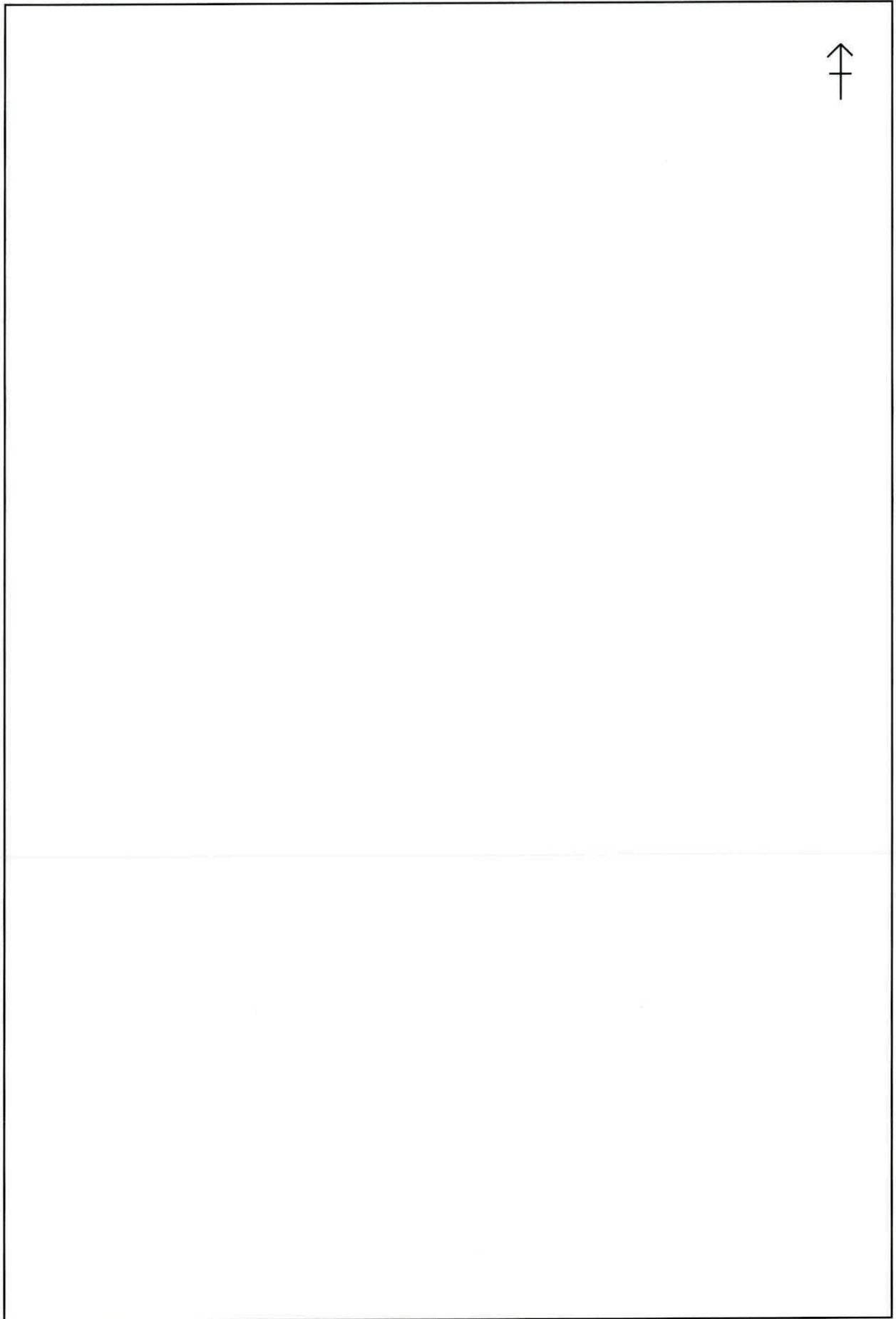
Contact Details:

Name: DR. HOMISI KIGWANGALA Title: MANAGING DIRECTOR
Telephone: 0784 - 636 963 Fax: 255-282506028
Email: Emergent.africa@gmail.com

Payments to be made payable to:

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

SKETCH MAP SHOWING PROJECT LOCATION



JAMHURI YA MUUNGANO WA TANZANIA
THE UNITED REPUBLIC OF TANZANIA

TFN. 614 (Rev. 8.94)

STAKABADHI YA SERIKALI

37889521

EXCHEQUER RECEIPT

NIMEPOKEA KWA

Received from

EMERGENT AFRICA LIMITED



KIASI
Amount

Shs.										Cts.	
= 155000 =											

JUMLA YA SHILINGI (Kwa maneno)

The sum of Shillings (Words)

ONE HUNDRED FIFTY FIVE THOUSAND
ONLY NA SENTI
And Cents

KWA MALIPO YA

In respect of

REGISTRATION FORM

KWA FEDHA TASLIMU/HUNDI

NAMBA By Cash/Cheque No.

CASH

KITUU - Station

TIC - LAKE ZONE

SAHIHI YA MPOKEAJI - Receiving Officer's

Signature

DIS

CHEO - Title

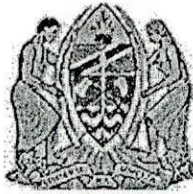
Harqonda

TAREHE - Date

23/8/2011

NPC-KIUTA

TANZANIA



Certificate of Incorporation

Section 15

No 74979

I HEREBY CERTIFY THAT

EMERGENT AFRICA 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 11TH day of FEBRUARY

TWO THOUSAND AND TEN

A handwritten signature in black ink, appearing to be 'S. M. M.', written over a dotted line.

Asst. Registrar of Companies

Emergent Africa Ltd

Meeting of the Board of Directors Convened at Our Office in Nzega on the 29th of August 2011

Board Resolution to Register our project with TIC

Present were:

1. Dr. Hamisi A. Kigwangalla CHARIMAN
2. Dr. Bayoum A. Kigwangalla..... SECRETARY

No one was absent.

On a meeting of the Board of directors, our board hereby unanimously resolve to register our project to construct a Cotton Seeds and sunflower seeds oil milling and refinery processing plant in Nzega with the TIC.


.....
Dr. Hamisi A. Kigwangalla
CHAIRMAN




.....
Dr. Bayoum A. Kigwangalia
SECRETARY



CRDB BANK PLC
 Azikiwe Premier Branch,
 B.W. Mkapa Towers - Azikiwe Street
 P.O. Box 9531, Dar es Salaam, Tanzania
 Tel./Line +255-22-2133712/14/16. (0) 2200070
 Fax: +255-22-2133716. (0) 2200071
 Email: crdb@crdbbank.com
 Website: http://www.crdbbank.com

CRDB/AZKPRE/CENT/013/2011

The Executive Director
 Tanzania Investment Centre
 P.O. Box 938
 Dar Es Salaam

10/03/2011

Dear
 Sir/Madam

RE: BANK CONFIRMATION IN FAVOUR OF EMERGENT AFRICA LTD

This is to confirm that EMERGENT AFRICA LTD is our customer with account number as follows:

Account Numbers	Account Names	CURRENCY
0150210089900	EMERGENT AFRICA LTD	TSH ACCOUNT

The operation of his account is to our satisfaction without any doubt.

Please avail with the necessary assistance.

Whenever you need further clarification please contact the undersigned.

Yours sincerely
 CRDB BANK LIMITED

CRDB BANK LIMITED
 AZIKIWE PREMIER BR. 48 D.S.M.

Chrispin Mwanjama
 Chrispin Mwanjama
 RELATIONSHIP MANAGER PREMIER BANKING

JAMHURI YA MUUNGANO WA TANZANIA
WIZARA YA ARDHI NA MAENDELEO YA MAKAZI

Anwani ya Simu "ARDHI
Simu: 022 2121241- 9
Makao Makuu)



Ofisi ya Msajili wa Hati
Kanda ya Ziwa
S.L.P 1101
Mwanza

Simu 028 2502012 (Mwanza)

Unapojibu tafadhali taja:

Kumb. Na. LR/MZ/T. 32296/4

19/05, 2011

Ndugu: EMERGENT AFRICA
LIMITED
P.O. Box 415
NZEGA

Ndugu,

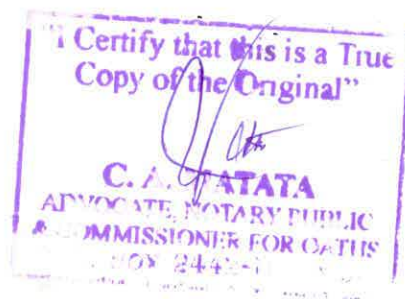
Yah: SHERIA YA USAJILI WA ARDHI (SURA 334)
HATI NA. 32296 L.O. NA. 403738
KIWANJA NA. 366 KITALU 'Z'
SAGARA NZEGA URBAN AREA.

Hapa nafungasha hati yako ya kumiliki ardhi iliyotajwa hapo juu.
Tafadhali saini fomu Na. L.R. 53 iliyoambatanishwa na hati yako.

Wako ndugu,
Mtumishi mtiifu,

Magoni

Kny: MSAJILI WA HATI
MSAIDIZI MKUU
MWANZA



TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:

Title Number:

32296
L.R. Mwanza

Land Office Number:

403738

Land:

PIOP NO. 366 - BLOCK 'Z' SAGARA NZEGA URBAN AREA

Term:

SIXTY SIX YEARS

Certify that this is a True
Copy of the Original


W

CHIEF OF DISTRICT
Mwanza

ATATA
AFRICAN NATIONAL PUBLIC
ADMINISTRATION FOR GOVERNMENT

32296

REGISTERED on
18-5-2011
10:30a



MM Mway
Asst. Registrar of Titles

Certify that this is a True Copy of the Original

C. A. MATA
ADVOCATE, NOTARY PUBLIC
COMMISSIONER FOR GATHI
08 2442

LAND FORM NO.22

Stamp Duty Shs. 90/=

and Revenue Receipt No. 3990781
of 02-04-2011 issued

MM Mway
Asst. Registrar of Titles

TANGANYIKA

STAMP DUTY PAID ON
100/=

ORIGINAL Shs.
3990781/4.2.4.01

Receipt No.

MM Mway
Asst. Registrar of Titles

UNITED REPUBLIC OF TANZANIA

THE LAND ACT.1999
(NO.4 OF 1999)
CERTIFICATE OF OCCUPANCY
(Under section 29)

Title No. 32296 LR MWA

L.O.NO/403738

L.D.NO/NZ/7987

The 14th Day of May 2010

THIS IS TO CERTIFY that **EMERGENT AFRICA LIMITED** of P.O.BOX 415, A Liability Company Registered and Incorporated Under the Companies Act, 2002 **NZEGA**.....

(hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the schedule here to (hereinafter called "the Land") for a term of **Thirty Three** years from the first day of January **Two Thousand and Eleven** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution therefore or amendment thereof and to the following special conditions.

1. The Occupier having paid rent up to the thirtieth day of June, 2011 shall Thereafter pay a rent of shillings **Twenty One Thousands Three Hundred Thirty only: (Tshs 21,330/=)** a year in advance on the first day of July in every year on the term without deduction **PROVIDED** that the rent may be revised by the Commissioner for Land;
2. The Occupier shall:
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re- established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

(ii) Do everything necessary to preserve the environment and
Protect the soil and prevent soil erosion on the land and to
All things, which may be required by the authorities
Responsible for environment and to achieve such objective:

(iii) Erect on the land building(s) (hereinafter called "the buildings") in
permanent materials designed for use in accordance with the
Conditions of the right and the same shall be maintained in good
order and repair throughout the term which shall conform to the
building line (if any) decided by the Nzega District Council
(hereinafter called "the Authority");

(iv) Within six months from the date of Notification by the Authority
after approval of the plans begin building on the land in accordance
with such plans and specifications:

(v) Approval of plans of any buildings by the Authority shall not imply
that the construction of such building(s) will satisfy the occupier
obligation under the condition of the right and shall not imply
waiver or modification of any conditions in the right:

3. User:

The land and the building(s) to be erected thereon shall be used for
Commercial/Residential purposes only: Use Group "B" use Classes
"a" "c" and "d" as defined in the Urban Planning Act No.8 of 2007 (use
classes) Regulations, 1960 as amended in 1993.

4. The Occupier shall not assign the right within three years of the date hereof
without the prior approval of the Commissioner.

5. The Occupier shall deliver to the Commissioner notification of disposition in
prescribed form before or at the time the disposition is carried out together
with the payment of all premia, taxes and dues prescribed in connection with
the disposition.

6. The President may revoke the right for good cause in public interest.

NZEGA URBAN AREA

N

4



INSET SHOWING DETAIL OF PLOT

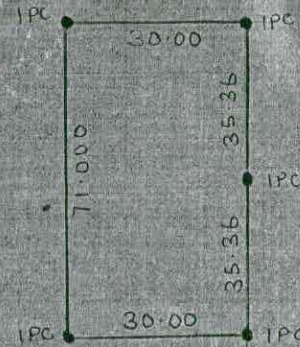
LOCATION SAGARA AREA

BLOCK "Z"

PLOT NO. 366

L.O. NO. 403738

AREA 2133 M²



Certify that this is a True Copy of the Original

[Signature]
C. V. KATA
ASSOCIATE NOTARY PUBLIC
COMMISSIONER FOR GATHIC
P.O. BOX 2442

The issue of plan implies no guarantee admission of title by the Government.

This plan prepared in accordance with the Registered plan No. 59623 is approved for the purpose of Land registration ordinance. Director of Survey and Mapping *[Signature]* Date 4/05/11 Survey and Mapping Division Ministry of Lands, Housing and Human Settlement Development.

SCHEDULE

ALL that known as Plots No **366 Block "Z"** situated at **Sagara Nzega** urban Area containing an area of **Two Thousand One Hundred Thirty Three (2133 sq.m.)** square metres shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **59623** deposited at the Office of the Director for Surveys and Mapping at Dar es salaam.

Given under my hand and my official seal the day and year first above written.

Asst
COMMISSIONER FOR LANDS

We, the within- named that **EMERGENT AFRICA LIMITED** hereby accept the terms and conditions contained in the foregoing certificate of occupancy.

SEALED with the COMMON of the said **EMERGENT AFRICA LIMITED** and derive red

In the presence of us.
This... *11th* day of *APRIL* 201*0*

Witness's

Signature: *Hammani K. Kapfally*
Postal Address: *P.O. BOX 415, NZEGA-TABORA*
Qualification: *DIRECTOR*

Signature: *AA*
Postal Address: *P.O. BOX 415, NZEGA-TABORA*
Qualification: *DIRECTOR*

I Certify that this is a True Copy of the Original
[Signature]
C. A. MATATA
ADVOCATE, NOTARY PUBLIC
COMMISSIONER FOR GATHIS
PO BOX 2442

THE COMPANIES ACT 2002
COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
EMERGENT AFRICA LIMITED

DRAWN BY:
DR. HAMISI A. KIGWANGALLA,
SUBSCRIBER,
P. O. BOX 22499,
DAR ES SALAAM.

THE COMPANIES ACT 2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
EMERGENT AFRICA LIMITED

1. The name of the company is "EMERGENT AFRICA LIMITED"
2. The Registered office of the Company will be situated in Tanzania.
3. The objects for which the Company is established are:-
 - a) To engage and or otherwise carry on business of importing, exporting and distribution of all types of merchandise and to open shops for wholesale or retail of all types of goods.
 - b) To provide formal pre-primary, primary, secondary and college education and social services; provide vocational training courses and to provide residential and recreational facilities and services.
 - c) To carry on the business as general suppliers of all sorts and types of goods and services to individuals, offices, industries, shops, schools, factories, hospitals, army, military, ministries and all other government offices, universities and all other places where the services of a supplier are needed.
 - d) To carry on the business of dealing in marketing, importing, exporting, stocking, buying, selling whether by wholesale or retail of various categories of goods and merchandise; and to act as commission agents and manufacturers, representatives in all fields. To establish business enterprises whether small scale, industries and generally deal in all kinds of general merchants and to import, export and sell either by merchandise and articles of all description.
 - e) To carry on the business as general traders, importers, exporters, suppliers, merchants, stockists, wholesalers, retailers and dealers in all types of electrical goods, hardware, building materials, spare parts and maintenance, tyres, tubes, tools and accessories for all types of automotive, motor vehicles, agricultural machinery, implements, equipment, all kinds of industrial projects machinery and equipment, timber, fishing gears, groceries, computers, office equipments, cooking oils, foodstuffs, oils, paints, spirits sheets, hinges, screws, iron mongery, textiles piece goods, all types of leather goods, shoes, bags and other similar goods.
 - f) To carry on the business of garage proprietors and service station for motor vehicles of all kinds, to carry on the safe keeping, cleaning, repairing, refueling, panel beating, spraying and the general care of motor vehicles; aircraft, machinery, equipment and plant whether moved by mechanical power or not, implements, utensils, appliances, apparatus, fuel for internal combustion engines, lubricants, cements, solutions, batteries and accessories and all things capable of being used in connection with the said businesses or in the manufacture or maintenance of such vehicles, machinery, equipment and plant.
 - g) To carry on all or any of the business of transport, carriage and haulage contractors, owners and charter of road vehicles, aircraft, ships and boats of every description and carriers of goods and passenger by road, rail, water or air and to establish, acquire, maintain and operate transport service of every description both public and private and all services ancillary thereto and for such purposes or as independent undertakings to purchase, take in exchange, charter, hire, build,

contract or otherwise acquire and to own, operate, work, manage, maintain, repair, service and deal with and in road vehicles, aircraft and vessels of every supplies therefore and to conduct any such business within the country or any other state in any other foreign country.

- h) To carry on the business of transportation, cargo and travel agents, commission agents, customs agents, insurance agents, tourist agents, manufacturers representatives, clearing and forwarding agents, road contractors, cargo superintendents, packers, machinery haulage specialists, warehousemen, engineers, electricians, motor cars, cabs, omnibus, lorries, oil tank and coach proprietors and transporters by any other means of conveyance of people and goods in Tanzania and the neighbouring countries and in such other place or places as may from time to time determined by the Company.
- i) To carry on the business of transport contractors, road haulage contractors and to own and operate heavy duty vehicles including trucks, trailers and to transport, haul and store goods and general cargo including manufactured goods, agricultural produce, livestock and all kinds and description of goods whatsoever.
- j) To own, hire, operate transport facilities including trucks, lorries, saloon cars, combies, carries, taxis, aero plane and ships including steamers, barge boats and tug-boats for the express or implied purpose carrying or ferrying cargo, passengers, tourist and to act as transport and general haulage contractors and consultants, tour operators, travel agents, clearing and forwarding agents and to own, lease or hire godowns, warehouses, bonded warehouses, goods sheds and seal like facilities for the purpose of storing, preserving, packaging and repacking goods, cargo and all other articles and goods whatsoever to facilitate transportation, air freight and general delivery thereof whatsoever to customers and owners.
- k) To establish, commence, continue, acquire, take over, develop, maintain and carry on the business of manufacturing, assembling, fitting, constructing, fabricating, servicing, repairing and conditioning of heavy duty semi-trailers, draw bar trailers, agricultural trailers, trailers for dry cargo, tank trailers for liquids, silo trailers for powdered products, stand dump bodies and dump bodies for transport of grain and ore, exothermic stainless steel tank trailers, bus bodies and coach work, refrigerated trailers for frozen foods, off-highway dump trucks, motor vehicles, and equipments involved in the transport industry etc.
- l) To own and operate plants and factories for making spare parts including nuts and bolts, rivet screws, nail, roofing nails, radiators, valves, crankshafts, springs, door handles, and locks, bushes, electrical fittings including wires, switches, plugs, sockets, distribution boxes and to carry on all or nay of the business of repairman, electrical contractors, maintenance contactors and to own machinery, equipments and tools including drills, spanners, hydraulic jacks and implied purposes of running garage, including trucks, lorries, cars, any other power propelled vehicles and machinery, whatsoever.
- m) To carry on the business of establishing and running supermarkets, department stores, shopping malls, provision stores, groceries and shops of all kinds and description and generally to deal with such activities.
- n) To carry on the business of household, domestic appliance and electrical goods, audio visual goods, electronic items, building material, hardwares, foodstuff, agricultural products and merchandise of every nature, kind and description whatsoever as a dealer, wholesaler, retailer, distributor, importer, exporter and after sales service and repairing.
- o) To carry on the business of miners and mining in all their branches and for the said purpose to peg, purchase, take on lease, or exchange or otherwise acquire concessions, grants, easements, options, claims, properties, cassettes- and effects supposed to contain minerals, diamonds, or other precious stones, and any interest therein, and to explore, mine, work, excise develop and turn to account mines and mining rights and any undertaking connected therewith.

- p) To carry on the business of general merchants, general store-keepers, universal providers, importers, exporters, and wholesale and/or retail traders of or otherwise dealers of and in piecewood, paints, hardware, glassware, crockery, cutlery, ironmongery, turners and other household fittings and requirements and other articles and commodities of personal and household use and consumption provisions, textiles, groceries, medicines, drugs, wines, spirits, liquors, chemical, surgical, optical, photographic and other instruments, apparatus and materials, and motor vehicles, automobiles and generally in all manufactured goods of all types, and merchandise of all kinds.
- q) To carry on the business of manufacturing mineral and aerated waters and other non alcoholic drinks, fruit drinks and fruit juices, and to pack and sell the same by whole sale or retail locally and to export the same to different parts of the world.
- r) To carry on the business as importers, exporters, suppliers, traders, general merchants, stockists, wholesalers, retailers and dealers in all types of cosmetics.
- s) To carry on the business as consultants, commission agents, court brokers, debt collectors, revenue collector, public auctioneers, insurance agents, general brokers, importers, exporters, manufacturers representatives, land and estate agents, technical advisors, clearing and forwarding agents, and all businesses and trades incidental or similar thereto or required to be or capable of being carried on in conjunction therewith.
- t) To carry on the business of clearing and forwarding agents, commission agents, transporters, freighters, hauliers, customs bonded warehouse and godown keepers, cargo and travel agents, insurance agents, tourist agents, manufacturers' representatives, road contractors, cargo superintendents, packers, machinery haulage specialists, warehousemen, engineers, electricians, motor cars, cabs, omnibus, lorries, oil tank and coach proprietors and transporters, civil transport contractors and transporters by any other means of conveyance of people and goods in Tanzania and the neighbouring countries and in such other place or places as may from time to time be determined by the company, engage in and or otherwise carry on the business as transporters and transport agents, freight forwarders.
- u) To promote, establish and carry on the business of manufactures, distributors, representatives and agents for all kinds and types of furniture of every description, including processing of wood, formica, chipboard, plywood, timber and every other content used in the manufacturing of furniture and furnishing wood, requisites of all kinds and goods of every description.
- v) To manufacture all kinds and varieties of mechanical appliances, instruments and machines and any and all processes and products essential thereto.
- w) To carry on the business of importers, exporters, buying selling, dealers in hardware, building materials, sanitary-ware, wall papers, roofing tiles, flooring tiles, supplying industrial equipment's agricultural implements and equipment's spares of every description, plumbers, decorators, steel fabrication, machine shop, nickel plating, electric plating, making steel windows, doors, frames and roof tresses.
- x) To carry on the business of mining of all types of minerals and gemstones including diamonds in all parts of the United Republic of Tanzania.
- y) To engage in and carry out the business of proprietors and managers of hotels, restaurants, cafes, road houses, motels, safari and holiday camps, caravan sites, guest houses, apartment housekeepers, refreshment and tea rooms, milk and snacks bars, tavern, beer house and lodging housekeepers and to provide food and catering services to individuals, private and public institutions and to industrial and business concerns.

- z) To promote tourism in Tanzania and elsewhere in Africa, to carry on business of travel and tourist agents and tour operators, to promote facilitate travelling to organise hunting, tented-camps, fishing and diving expeditions; safari promoters and undertakers generally and in particular to arrange and manager hunting safaris, photo safaris adventure tours, fishing trips, handling of game trophies and animal skins, catching, harbouring, transporting, wildlife and marine products of all kind.
- aa) To carry on business of land acquisition and development, estate agency, management and maintenance of organizations buildings, compounds gardening, land scalping, soil erosion control and related land conservation and environmental protection.
- bb) To carry on the business of marine salvage and construction, fishing and marketing of fish, including export of all kind of fish and fish products including prawns and all kind of marine products and to build cold storage system for fish and fish products, cold storage keepers and dealers in ice, ice block, general merchants, importers and exporters and dealer in goods and articles of every description whatsoever.
- cc) To engage in and or otherwise carry on the business of body fitness training club and healthcare, health clinics and day care centres.
- dd) To appropriate any part or parts of the property of the company for the purpose of and to build or let shops, offices and other places of business and to use or lease any part of the property of the company not required for the purposes aforesaid for any purpose for which it maybe conveniently used or let.
- ee) To provide or procure the provision by others of every and any service need want or requirement of any business nature required by any persons, firm or company in connection with any business carried on by them.
- ff) To carry on any other trade, business or activity whatsoever and to do anything of any nature which can, in the opinion of the Directors of the Company, be advantageously or conveniently carried on by the Company in connection with, as ancillary to or independently of any of its businesses.
- gg) To improve, manage, develop, turn to account, grant rights or privileges in respect of or otherwise deal with any of the property, rights and privileges of the Company.
- hh) To subscribe for, purchase or otherwise acquire and hold shares, stocks, debentures and other securities of any other company and to invest and deal with the monies of the Company in any manner.
- ii) To vast any moveable or immovable property, right, privilege or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
- jj) To apply for, purchase or otherwise acquire and protect and renew, in any part of the world, any patents, patent rights, brevets d'invention, copyrights, trademarks, designs, formulae, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem likely, directly or indirectly, to benefit the Company and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property rights or information so acquire and to expend money in experimenting upon, testing or improving any such inventions or property.
- kk) To acquire and undertake the whole or any part of the business, assets and liabilities of any person or Company carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be carried on in conjunction with any business of the Company or which is

capable of being conducted so as, directly or indirectly, to benefit the company or which is possessed of property suitable for the purposes of the Company.

- ll) To enter, with any government or authority, supreme, municipal, local or otherwise, or nay person or company, into any arrangement that may seem to the Directors of the Company to be conducive to the attainment of the objects of the Company or any of them and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences or concessions which the Directors of the Company may think it desirable to obtain and to carry out, exercise and comply therewith.
- mm) To lend money or give credit to any person or company with or without security; to give quarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or company; to secure or undertake in any way the repayment of money lent or advanced to or liabilities incurred by any person or company and otherwise to assist any person or company.
- nn) To receive money on deposit or loan and to borrow or raise money in such manner as the Directors of the Company may thin fit and to secure repayment of the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or entered into or to be incurred or entered into by the Company, by the issue of debentures or debenture stock or legal or equitable mortgages or charges over all or nay of the Company's property (both present and future) including its uncalled capital or in any other way and to purchase, redeem or pay off any such securities.
- oo) To open and operate banking accounts and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, drafts, cheques, bonds and other negotiable or transferable instruments, to apply for, promote and obtain any statute, decree, order of court, regulation or other enactment or authorisation which may, to the Directors of the Company, seem likely to benefit the Company, directly or indirectly, and to oppose any bills, proceedings or applications which may, in the opinion of the Directors of the Company, be likely, directly or indirectly to prejudice the interests of the Company.
- pp) To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any charter, licence, power, authority, franchise, concession, right or privilege which any government or authority, supreme, municipal, local or otherwise, or any corporation or any public body may be empowered to issue, confer or make and to pay for, aid in and contribute towards carrying the same into effect and to appropriate any of the Company's assets, shares, stock, debentures or other securities to defray the necessary costs and expenses thereof.
- qq) To pay out of the funds of the Company all expenses which the Company may lawfully pay for in or connection with the formation and registration of the Company or the issue of its capital.
- rr) To pay for any rights or property acquired by the company and to remunerate any person or company, by a cash payment or by the allotment of shares in the capital of the Company, credited as paid up in full or in part, by company or in any other lawful manner.
- ss) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension, provident or superannuation funds for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances, benefits and emoluments to any persons who are, or were at any time, in the employment or service of the Company or of any company which is its holding company or subsidiary or which is allied to or associated with the Company or with any such holding company or subsidiary or who are, or were at any time, Directors or Officers of the Company or of any such other company as aforesaid or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and to the wives, widows, families and dependents of any such persons; to establish and subsidise or subscribe to any institutions, association, clubs or funds considered by the

Directors of the Company to be for the benefit of or to advance the interest the well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid; to make payments for or towards the insurance of any such persons as aforesaid; to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful purpose and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

- tt) To adopt such means of making known the businesses, activities, products, goods and services of and articles dealt in and sold by the Company as may, in the opinion of the Directors of the Company, seem expedient.
- uu) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession, limiting competition or otherwise, with any persons or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or which can be carried on in conjunction with any business of the Company or which is capable of being conducted so as to benefit the Company, directly or indirectly.
- vv) To establish or promote or concur in establishing or promoting any company, association syndicate or partnership any kind to acquire and take over all or any part of the undertaking, property, assets and liabilities of the Company or for any other purpose which may, in the opinion of the Directors of the Company, be likely directly or indirectly, to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for, conditionally or unconditionally, or otherwise acquire all or any of the shares, stock, debentures or other securities of any such other company.
- ww) To sell, exchange, lease, mortgage, charge or otherwise dispose of the property, assets or undertaking of the Company or any part thereof for such consideration as the Directors of the Company may think fit and, in particular, for shares, stock, debentures or other securities of any other company, whether or not having objects altogether or in part similar to those of the company.
- xx) To distribute among the Members, in specie or in kind, any property of the Company or any proceeds of sale or disposal of any property of the Company but so that no distribution amounting to a reduction of capital shall be made except with any sanction for the time being required by law.
- yy) To undertake and execute any trust which may, in the opinion of the Directors of the Company, be conducive to any of the objects of the Company.
- zz) To act as agent, broker or trustee for any person or company and to act as secretary, manager, consultant, adviser book-keeper or registrar of or transfer agent for any other company.
- aaa) To do all or any of the above things in any part of the world and either as principal, agent, trustee, contractor or otherwise and either alone or jointly with others and either by or through agents, trustees, sub-contractors or otherwise.
- bbb) To procure the Company to be registered or recognised in any place outside the United Republic of Tanzania.
- ccc) To do all such other things as are or may be deemed incidental or conducive to the attainment of any of the objects and the exercise of any of the powers of the Company.

And it is hereby declared that:-

The word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or incorporate, and whether domiciled in the United Republic of Tanzania or elsewhere, and.

The object specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, sense as if each of the said paragraphs defined the objects of a separate and distinct company, and



That the meaning of any general word or words in any paragraph of this clause shall not be restricted by being construed ejusdem generis with any particular word or words in the same paragraph.

4. The Liability of the Members is Limited.

5. The capital of the Company is 100,000,000/= divided into 100,000 shares of Shillings 1,000/= each.

The Company shall have powers to increase its capital and to divide the shares in its capital for the time being into several classes of stock or shares and to attach thereto respectively such preferential, deferred or special rights, privileges, or conditions as may be determined by or in accordance with the Articles of Association of the Company.

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, Addresses, and Description of Subscribers.	Number of shares taken by each Subscriber	Signature
DR. HAMISI A. KIGWANGALLA P. O. BOX 22499, DAR ES SALAAM.	40,000	
DR. BAYOUM A. KIGWANGALLA P. O. BOX 22499, DAR ES SALAAM.	11,000	

Dated at D.S.M this 5th day of Feb 2000.

Witness to the above signatures

Name :
 Signature :
 Postal Address :
 Qualification :



2005
21/2/10
STP: 572/10
[Signature]

2005
21/2/10
STP: 572/10
[Signature]

THE COMPANIES ACT 2002
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
EMERGENT AFRICA LIMITED

TABLE A EXCLUDE

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;

"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 a 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 the companies act 2002 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 share, any one of such persons may give effectual receipts for any dividends or other moneys payable in respect of such share.
 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 and 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.

CAPITAL

6. The capital of the Company is 100,000,000/= divided into 100,000 shares of Shillings 1,000/= each.

SHARES

7. 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, deferred 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.
8. Subject to the provisions of the Companies Act 2002, any preference shares may, with the sanction 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.
9. 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.
10. If at any time the share 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 of the holders of the shares of that class. To every such separate meeting the 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 on-third of the issue shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.
11. Every person whose name is entered as member in the register of members shall, 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 or shares held jointly by several persons the Company shall be bound to issue more than one certificate, and delivery of certificate of a share to one of several jointly holders shall be sufficient delivery to all.

12. If a share certificate is defaced, lost, or destroyed, it may be renewed on payment of such fee, if any, not exceeding one hundred shillings, and on such terms, if any, as to evidence and indemnity as the directors think fit.

LIEN

13. The Company shall have a lien on every share for all moneys (whether presently 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 or his estate to the Company; but the directors may at any time declare any share 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.
14. 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 share, or the person entitled by reason of his death or bankruptcy to the share.
15. For giving effect to any such sale the directors may authorise some person to transfer the share sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be found to see to the application of the purchaser money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
16. 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

17. 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 receiving 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.
18. The joint holders of a share shall be jointly and severally liable to pay all calls in respect hereof.
19. 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.
20. 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 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 has become payable by virtue of a call duly made and notified.
21. 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.
22. 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

23. 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.
24. 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 shares 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 recognise 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 to show 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.

25. The personal representatives of a deceased sole holder of a share shall be the only persons recognised 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 recognised by the Company as having any title to the share.
26. 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 share or, instead of being registered himself, 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.
27. Except as hereinafter provided no share in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
28. Every member or other person referred to in article 26 hereof who intends to transfer shares (hereinafter called the vendor) shall give notice in writing to the board of his intention. The notice shall constitute the board his agent for the sale of 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.
29. 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.

30. 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 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.
31. 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.
32. Articles 25, 26, 27, 28 and 29 hereof 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

33. If a member fails to pay any call or installment 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 installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
34. 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.
35. If the requirements of any such notice as aforesaid are not complied with, any share 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 share so forfeited not actually paid at the date of the said notice.
36. A forfeited share 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.
37. A person whose shares have been forfeited shall ceased 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.
38. 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.

39. 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 share on any sale or disposition thereof and may execute a transfer of the share 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 proceedings in reference to the forfeiture or expropriation, sale or disposal of the share.
40. 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

41. 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.
42. 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 nearly 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 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.
43. 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.
44. The Company may by ordinary resolution:-
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its 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 authorised, and consent, required, by law.

GENERAL MEETINGS

45. 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 an 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.
46. All general meeting other than the annual general meeting shall be called extraordinary general meetings.
47. The directors may, whenever they think fit, convene an extraordinary general meeting. If at any item 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 nearly as possible as that in which meetings any be convened by the directors.

PROCEEDINGS AT GENERAL MEETINGS

48. 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 nay, 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.
49. 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.
50. All business shall deemed special that is transacted at an 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.
51. 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.
52. 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; in 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.
53. The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the Company.

54. 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 some one of their number to be chairman.
55. 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 days or more, 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 an adjournment or of the business to be transacted at an adjourned meeting.
56. 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.
57. If a poll is duly demanded it shall be taken in such 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.
58. 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 poll is demanded, shall be entitled to a second or casting vote.
59. 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.
60. 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

61. 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 share of which he is the holder.
62. 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 members.
63. 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 bonis, or other person in the nature of a committee or curator bonis appointed by that court, and any such committee, curator bonis, or other person may, on a poll, vote by proxy.
64. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
65. 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 purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

66. On a poll votes may be given either personally or by proxy.
67. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if the appointor is a corporation, either under the common seal, or under the hand of an officer or attorney so authorised. A member shall not be entitled to appoint more than one proxy to attend on the same occasion nor may a proxy vote except on a poll.
68. 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.
69. An instrument appointing a proxy may be in the following form, or in any other form which the directors shall approve:-

.....Limited

"I.....of, act. being a member of the Limited, hereby appoint of, act. as my proxy to vote for me and on my behalf at the ordinary (or extraordinary, as the case may be) general meeting of the Company to be held on theday of..... and at any adjourned meeting thereof".

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

Signature of Member

70. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised 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

71. 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.
72. The names of the first directors of the Company are as follows:
1. DR. HAMISI A. KIGWANGALLA
 2. DR. BAYOUM A. KIGWANGALLA
73. (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 traveling, 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 director.

74. Any director any in writing appoint any person, who is approved by the majority of the directors, to be his alternate to act in his place at any meeting of the directors to which he is unable to be present. Every such alternate shall be entitled to notice of meetings 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 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. The remuneration of such alternate shall be payable out of the remuneration payable to the director appointing him, and the proportion thereof shall be agreed between them. An alternate director need not hold nay share qualification.
75. A director and alternate director shall not require a share qualification` by nevertheless shall be entitled to atterid 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.
76. 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 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

77. 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, required 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.
78. 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 facto if he ceases from any cause to be a director, or if the Company in general meeting resolves that his tenure of the office of managing director or manager be determined.
79. 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.
80. The directors shall duly comply with the provisions of the Companies Act 2002 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 share 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.
- 8.1 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 or committee of directors shall sign his name in a book to be kept for that purpose.

DISQUALIFICATION OF DIRECTORS

82. 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 the bankruptcy Ordinance; or
 - (c) Is found lunatic or becomes unsound mind; or
 - (d) Is punished with imprisonment for a term exceeding six months without the option of fine; or
 - (e) Is requested in writing by all his co-directors to resign.
83. 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

84. 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.
85. 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.
86. 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.
87. 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.
88. 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.
89. 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.
90. A committee may meet and adjourn as they think proper. Questions arising at any meeting shall determined by a majority of votes of the members present, and in the case if an equality of votes the chairman shall have a second or casting vote.

91. 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 afterwards discovered that there was some defect in the appointment of any such directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed to be a director.
92. 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 a resolution duly passed at meeting of the directors or of such committee.

SECRETARY

93. The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may removed by them.
94. No person shall be appointed or hold office as a Secretary who is:-
- (a) the sole director of the Company; or
 - (b) a corporation the sole director of which is the sole director of the Company; or
 - (c) the sole director of a corporation which is the sole director of the Company
95. A provision of the Companies Act 2002 or these regulations requiring or authorising a thing to be done by or to a director and the secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of the secretary.

THE SEAL

96. 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 authorised 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 be 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 resolution 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

97. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the directors.
98. 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.
99. No dividends shall be paid otherwise than out of profits.
100. 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.
101. 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 equalising 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.

102. 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 share.
103. No dividend shall bear interest against the Company.

ACCOUNTS

104. 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 transactions.

105. 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.
106. 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 authorised by the directors or by the Company in general meeting.
107. The directors shall from time to time in accordance with 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 those sections.
108. 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 regulation 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

109. The Company in general meeting may upon the recommendation of the directors resolve that the desirable to capitalise 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 condition 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 unused 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 share premium account and capital redemption reserve fund my, for the purpose of this regulation, only be applied in the paying up of unused shares to be issued to members of the Company as fully paid bonus shares.

110. Whenever such resolution as aforesaid shall have been passed the directors shall make all appropriations and applications of the undivided profits resolved to be capitalised 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 share of debentures becoming distributable in fractions, and also to authorise 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, of any other shares or debentures to which they may be entitled up on such capitalisation, 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 capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares, and may agreement made under such authority shall be effectively and binding on all such members.

AUDIT

111. Auditors shall be appointed and their duties regulated in accordance with the law for the time being governing the business of auditors, specifically of a company like this;
112. 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 notice addressed to him, and displaced in the registered office of the company, shall be deemed to do dully given on the day on which it is so displayed.
113. The company shall have powers to make rules, circulars, and regulations etc. Specifically for purposes of governing any matter or activity of the company.

NOTICES

114. 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 affected 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 latter would be delivered in the ordinary course of post.
115. 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 notice addressed to him, and displaced in the registered office of the company, shall be deemed to do dully given on the day on which it is so displayed.
116. A notice may be given by the Company to the join holders of a share by giving the notice to the join holder named first in the register in respect of the share.
117. 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 by 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 an any manner in which the same might have been given if the death or bankruptcy had not occurred.



Notice of any general meeting shall be given in the same manner hereinbefore authorised 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

119 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


120. Subject 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 any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted.

Names, Addresses, and Description of Subscribers.	Number of shares taken by each Subscriber	Signature
DR. HAMISI A. KIGWANGALLA P. O. BOX 22499, DAR ES SALAAM.	40,000	
DR. BAYOUM A. KIGWANGALLA P. O. BOX 22499, DAR ES SALAAM.	11,000	

Dated at DSM this 5th day of Feb 200

Witness to the above signatures

Name : _____

Signature : _____ 

Postal Address : _____

Qualification : _____



TICC/PP.10/042110/2

3rd October, 2011

Managing Director,
Emergent Africa Ltd.,
P.O. Box 145,
Tabora.

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE
ESTABLISHMENT OF EDIBLE OIL PROCESSING PLANT**

We wish to acknowledge receipt of your project proposal to establish a edible oil processing plant as presented in the TIC P.A. 1 Form No. 09446 and Feasibility Study with a projected investment of USD 2.795.

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.

You will 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

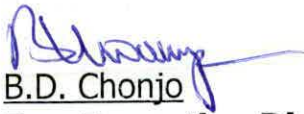
TICC/PP.10/042110/2

3rd October, 2011

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,
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



TIC Evaluation Report

Name of the Company
Emergent Africa Ltd.

Post Box	Nzega, Plot No. 366	COI Number	74979	Contact	Dr. Hamisi Kigwangala
Post Office	145	COI Date	02/11/2010	Designation	Managing Director
Region	Tabora	Application F. No	09446	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0784636963
		Sub Sector	Oil Milling	Fax	028 250 6028
		File No	042110	E-Mail Address	Emergent.Africa@Gmail.Com

Project Location		Investment Finance Plan in Millions USD			
Plot/Block	Plot No. 366	Foreign Equity	Local Equity	Foreign Loan	Local Loan
Street	Nzega Urban Area				
District	Nzega				
Region	Tabora				
		0	1.295	0	1

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.44
Bayoum Kigwangala	Tanzanian	21.6	Plant	1.26
Hamisi Kigwangala	Tanzanian	78.4	Vehicles	0.27
			Furniture & Fittings	0.015
			Pre-expenses	0.03
			Others	0.28
			Working Capital	0.5
			Total	2.795

Employment	59	Evaluated By	wf officer3
Capacity	50 tons/day for cotton seeds oil and 30 tons/day for sunflower oil	Drawn By	wf registry2
Project Turn Over		Project Type	Local

Description

To establish edible oil processing and manufacturing plant

Recommendations

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

Decision

Approved

 Ag EXD
 23/09/11



M/S EMERGENT AFRICA LIMITED

PROPOSED NEW EDIBLE OIL MILL PLANT

(NZEGA TOWNSHIP - TABORA REGION)

BUSINESS PLAN FOR INVESTMENT FINANCING

SPONSOR:

M/SEMERGENT AFRICA LIMITED

P. O. Box 415, NZEGA, TABORA REGION

Mob.: 0784 - 636963

Consultant:

Equities Consult Limited

Investment & Stock Brokerage Agent

Liberty Street, Ibadhi Mosque Bldg.

P.O. Box 11885. MWANZA

Tel: 028 - 2540179

July, 2011

M/S EMERGENT AFRICA LIMITED
PROPOSED NEW EDIBLE OIL MILL PLANT
(NZEGA TOWNSHIP – TABORA REGION)

TABLE OF CONTENTS

CONTENTS	PAGE NO.
1.0 EXECUTIVE SUMMARY	2 - 7
2.0 THE BUSINESS PROPOSAL:	8 - 8
3.0 TECHNICAL CONSIDERATION:	9 - 13
4.0 RAW MATERIAL PRODUCTION TRENDS:	14 - 18
5.0 MARKET AND MARKETING:	19 - 21
6.0 ORGANIZATION & MANAGEMENT:	22 - 24
7.0 FINANCIAL ANALYSIS:	25 - 26
8.0 ENVIRONMENTAL ASPECTS:	26 - 26
9.0 ECONOMIC BENEFITS:	26 - 26
10.0 SECURITY COVER:	26 - 26
11.0 CONCLUSIONS & DECOMMENDATION:	27 - 27
 SCHEDULES:	 NUMBER
12.0 BASIC ASSUMPTION	Schedule I
13.0 ASSETS & FINANCING PLAN	Schedule II
14.0 INVESTMENT SUMMARY	Schedule IIA
15.0 LIST OF PLANT AND EQUIPMENT	Schedule IIB
16.0 MOTOR TRUCKS	Schedule IIC
17.0 DEPRECIATION SCHEDULE	Schedule III
18.0 TERM LOAN REPAYMENT	Schedule IV
19.0 STAFF SALARIES	Schedule V
20.0 DIRECT COSTS – COTTON OIL MILL	Schedule VIA
21.0 DIRECT COSTS – SUNFLOWER	Schedule VIB
22.0 OPERATING COSTS	Schedule VII
23.0 BUSINESS REVENUE PROJECT	Schedule VIIIA
24.0 BUSINESS REVENUE – SUNFLOWER	Schedule VIIIB
25.0 PROJECTED INCOME STATEMENT	Schedule IX
26.0 WORKING CAPITAL REQUIREMENT	Schedule X
27.0 TIB OVERDRAFT FACILITY	Schedule XI
28.0 ANNUAL CASH FLOW	Schedule XII
29.0 BALANCE SHEET PROJECTIONS	Schedule XIII
30.0 FINANCIAL RATE OF RETURN	Schedule XIV

M/S EMERGENT AFRICA LIMITED
PROPOSED NEW EDIBLE OIL MILL PLANT
(NZEGA TOWNSHIP – TABORA REGION)

EXECUTIVE SUMMARY

1.1 The Company:

Messrs. EMERGENT AFRICA LIMITED is a private company incorporated on 11th February, 2010 under the Companies Act, 2002. The company is based at Nzega Township with branch office in Mwanza City. The main objects for which the company is established include; to carry on the business as general suppliers of all goods and services of all types, marketing, importing, exporting, buying and selling whether by wholesale or retail, of various goods and merchandise, to establish business enterprises whether small scale, industries and generally deal in all kinds of industrial projects, machinery and equipment etc. The company is owned by two Shareholders / Directors namely; Dr. Harnisi Kigwangalla 40% and Dr. Bayouma Kigwangalla 11%. All the shareholders are Tanzanian Citizens with permanent residence in Nzega Township.

1.2 The Project Proposal:

This project document evaluates the proposal by **Emergent Africa Limited** for borrowing Tshs. 1,000,000,000 in term loan from the Tanzania Investment Bank Ltd. The proposed borrowing is to part finance the investment costs for establishment of a **New Edible Oil Mill Plant at Nzega Township, Tabora Region**. The total investment costs of the project are estimated at **Tshs. 2,291,750,000** which are proposed to be financed through borrowing of Tshs. **1,000,000,000** from the **Agricultural Window** of the Tanzania Investment Bank and equity funding by the project promoters of **Tshs. 1,291,750,000**. The proposed term loan is to be repaid over 9 years inclusive of one year grace period. The investments considered in this case include; construction of the machinery hall with respective cotton seeds and finished products godowns, offices and procurement and installation of 50 Tons Edible Oil Expellers and a Refinery Plant. Upon commencement of commercial operations, the project will also need an estimated Tshs. 500 Million in Overdraft facility to finance its working capital requirement. This facility will however be reviewed at the opportune time.

1.3 Project Location:

The New Edible Oil Mill is located on **Plot No. 366, Sagara Area, Nzega Township** covering the total of 2,133 square meters of land which is quite adequate for company business. The location provides an excellent choice with respect to its business objectives which is to procure and produce edible oil from both cotton and sunflower seeds oil seeds. Nzega Township lies between Singida and Shinyanga Regions which leads in the production of sunflower and seed cotton respectively.

1.4 Plant Capacity:

The Oil Mill Plants to be installed consists of;

- 50 tons per day Oil Mill Double chamber Expellers with refinery plant of 10 tons per day.
- 25 – 30 tons per day Sunflower Oil Mill Plant with 10 tons per day Dewaxing plant.

The plants are expected to operate for 24 days per month / 6 months per year. The annual installed capacity is therefore **7,200,000 kilograms of cotton seeds and 4,320,000 kilograms of sunflower seeds**

1.5 Raw Material Supply:

The major raw materials for the plants are cotton seeds and sunflower oil seeds. The cotton seeds will be procured from cotton ginneries in the lake region covering Tabora, Shinyanga and Mwanza regions. The sunflower oil seeds will be purchased directly from farmers in Tabora, Singida, Shinyanga and Mwanza regions. Prospects in supply for these raw materials is expected to improve quite substantially by next harvest season with present government efforts in promoting agriculture through Kilimo Kwanza Policy supported with contract farming arrangements between farmers and processors. The company has also taken initiatives towards increased production of oil seeds through its sister company **M/S MSK Solutions Ltd** which operates the **Nzega Cotton Development Project (NZECODEP)** in collaboration with **M/S Rural Livelihood Development Company**. This project is based in Nzega Township and its major focus is to increase cotton yield per acre, cotton quality and potential production of the crop in Nzega District. Over 4,000 tons of oil seeds are expected from this project which is all contracted for sale to the company.

1.6 Business Products:

The New Oil Mill is to produce edible oil by crushing cotton and sunflower seeds. Other products will include; seed cake, cotton husks and refinery soap from cotton seeds. The markets for the products are both local and export. The edible oil, cotton husks and refinery soap are mainly for the local market where as the seed cake has excellent export markets in Kenya, Rwanda, Burundi and Mauritius.

1.7 The Project Sponsor:

The Project is being sponsored and promoted by **Messrs. EMERGENT AFRICA LIMITED** a Sister company to **M/S MSK SOLUTIONS LTD.** This is private company incorporated in 2006 that is involved in general merchandise trading including buying and selling of agricultural commodities including seed cotton. It is owned by three Tanzanian Directors namely; Mr. Yohana Mswahili 17%, Mr. Mohamed Shaweji 17% and Dr. Hamisi A. Kigwangalla 17%. The company has its head offices in Mwanza City with branch offices in Dar es Salaam. It has been in this business for over 5 years buying and selling of ginned cotton purchased from farmers in Shinyanga region. The new Oil Mill will operate under the new company i.e. Emergent Africa Limited a company recently incorporated for purpose of promoting new businesses including the proposed OIL MILL PLANT.

1.8 Project Investment Costs:

The Project Investment costs are estimated at Tshs. 2.291 Billion as per summary given under;

Investment	Amount Projected	Additional Investment	Tshs.'000
			TOTAL
Land and Buildings	31,950	412,500	444,450
Plant & Machinery	0	1,258,800	1,258,800
Weigh Bridge	0	90,000	90,000
Office Equipment & Furniture	0	15,000	15,000
Motor Trucks	7,500	195,000	266,000
Standby Generator	0	187,500	187,500
Pre-operational Costs	7,500	22,500	30,000
Sub Total	110,450	2,181,300	2,291,750
Working Capital	0	500,000	500,000
TOTAL	110,450	2,681,300	2,791,750

1.9 Project Implementation and Time Frame

The entire project is expected to fully implemented over 12 month's period starting August, 2011. Full commercial operations are therefore expected to commence by August OF 2012. The major activities involved in project implementation are as outlined under;

S/No.	Activity	Time Frame
1	Fund Mobilization	July/Oct – 2011
2.	Machinery Hall, Godowns construction and other civil works.	Nov, 2011 – Mar, 2012
3.	Order of Machinery & Equipment	December, 2011
4.	Arrival of Machinery & Equipment	April, 2012
5.	Machinery Installation	May – June, 2012
6.	Trial Runs & Commissioning	July, 2012
7.	Commercial Operations	August, 2012

As of to date however, the project promoters have already secured the Plot for plant site at Nzega Township covering a total of 2,133 square meters of land. Full scale implementations of the investment activities are expected to take off immediately after full mobilization of loan funds required to part finance the project.

1.10 Working Capital:

As per the company plan for 2012/13 cotton and sunflower marketing season, the company plans to process a total of 5,000,000 kilograms of cotton seeds and 2,000,000 kgs of sunflower oil seeds. It is estimate that Tshs. 500 Million in overdraft facility will be required to finance the working capital requirement for 2012/13 marketing season. This particular need will however be reviewed at the opportune time.

1.11 Markets and Marketing:

The OIL MILL is expected to produce high quality cotton and sunflower oils which have a big market demand. As at present, the Tanzanian market is dominated by imported brands of edible oil mainly from Kenya. Locally produced brands are very few and in most cases are sold in crude / non-refined product. The product thus has an assured market both local and foreign. The countries of Rwanda and Burundi are excellent potential export markets for the edible oil as well as the seed cake.

1.12 Management.

The **OIL MILL PLANT** will be under the overall direction of the Board of Directors of Emergent Africa Limited led by Dr. Hamisi Kigwangalla as Chairman and Managing Director of the company. The day to day activities will however be under the General Manager supported by the Accountant, Production Manager and Marketing / Purchasing Managers. The Managing Director has the capacity, experience and professional skills to manage this business. The Board will ensure that all key staffs to be employed by the company are qualified with adequate relevant experience.

1.13 Financial Evaluation:

The financial evaluation carried out on this proposal indicates that the project is technically feasible, financially viable and economically sound. The results are as summarized below;-

1.13.1 Profitability:

Based on assumptions and considerations used in the evaluation of this project proposal, the business is projected to be quite profitable. It is projected to generate Net Income after Tax of Tshs. 864.5 Million for the first year, increasing to Tshs. 1982.4 Million by the second year and to over Tshs. 1.029 Billion by the third and subsequent years.

1.13.2 Projected Cash Flow:

The projected cash flow indicates a positive trend from the first year of commercial operations. The Annual Net Cash balance is estimated at Tshs. 538.3 Million for the first year increasing to Tshs. 1.156 Billion by second year and to over Tshs. 1.208 Billion by the 3rd and subsequent years as per details workings given in schedule XII of the report.

1.13.3 Financial Rate of Return:

Based on the assumptions and considerations used in the project evaluation, the project proposal is technically feasible, commercially viable and economically sound. The Internal Rate of Return (IRR) works out to 47.7%.

1.14 Security Cover:

The proposed term loan borrowing is to be secured by Legal Mortgage over landed properties of the company located on **Plot No. 366 Nzega urban Area** covering a total of Tshs. 2.133 square meters of land. The property shall include all fixed assets to be erected on the plant site.

1.15 Economic Benefits:

The project has immense economic benefits that include;

- Production of edible oil of high quality to be sold at affordable prices.
- It shall create new employment opportunities and increase government revenue through taxes to be paid by the company.
- The project is local resource based and has backward linkages to other sectors of the economy such as hotels and food services sectors. For this matter, the multiplier effect with regard to employment creation is even greater.

1.16 Conclusion & Recommendation:

In view of the above considerations, it is concluded that the proposal to establish a New Oil Mill Plant at Nzega Township is technically feasible and financially viable. It is therefore recommended that the company **M/S Emergent Africa Limited** be supported with term loan financing of **Tshs. 1,000,000,000 (1Billion)** through the TIB Agricultural Projects Financing Window. The loan is to part finance the procurement and installation of Plant and Machinery of the proposed **NEW OIL MILL PLANT at Nzega Township**. The term loan is proposed to be repaid **over 9 years inclusive of 12 months grace period**. Interest during construction (12 months) accrued to be paid during the first year of commercial operations

===== & =====

2.0 THE BUSINESS PROPOSAL.

2.1 The Company:

The company proposal is being sponsored by **M/S Emergent Africa Limited** a private company incorporated on 11th February, 2010 under the companies Act, 2002. It is registered under certificate of incorporation No. 74979. It is also registered with the Tanzania Revenue Authority TIN No. 109-510-629 and has valid business Licence No. BL/MZ/14338 dated 12/10/2010. The main objects for which it was established include trading in general merchandise goods and investments in all kinds of industries.

2.2 Company Ownership:

The authorized share capital of the company is Tshs.100 Million divided into 100,000 shares of Tshs. 1,000 each. It is owned by two (2) Tanzania shareholders well known in the Tanzania business circles. The names and respective qualifications and position in the company are as presented below;

S/No.	Full Name	No. of shares	Position
1	Dr. Hamisi Kigwangalla	40,000	Managing Director
2.	Dr. Bayouma Kigwangalla	11,000	Director

2.3 Past Business Performance:

M/S Emergent Africa limited is a new company recently incorporated. It has therefore no record of past performance. However, the principal shareholder of he company; Mr. Hamisi Kigwangalla is also a shareholder of **M/S MSK SOLUTIONS LIMITED** a private company based in Mwanza City with branch offices in Dar es Salaam. The company is the general merchandise business trading in agro products various industrial goods. The company ha been in business since its incorporation in 2006 and has generally being doing good business. A summary of the company past business performance is as summarized below;

	Tshs. 000'		
Financial Results:	2009	2008	2007
Sales	4,269,500	3,118,151	909,335
Costs of Sales	3,116,735	2,338,613	706,453
Gross Profit	1,152,765	779,537	202,881
Less: Operating Expenses	346,833	218,732	151,599
Net Profit Before Tax	333,932	211,186	141,944
Net Profit after Tax	233,752	147,830	99,360

3.0 TECHNICAL CONSIDERATION.

3.1 Location:

The new OIL MILL Plant is located on Plot No. 366 Nzega urban Area. The plot site covers 2,133 square meters which is quite adequate for the industrial purpose intended. The location is quite ideal since it is within the proximity of Shinyanga and Singida Regions which are the major producers of seed cotton and sunflower oil seeds respectively.

3.2 Plant Capacity:

The Oil Mill Plants to be installed consists of;

- 50 tons per day Oil Mill Double chamber Expellers with refinery plant of 10 tons per day.
- 25 – 30 tons per day Sunflower Oil Mill Plant with 10 tons per day Dewaxing plant.

The plants are expected to operate for 24 days per month / 6 months per year. The annual installed capacity is therefore 7,200,000 kilograms of cotton seeds and 4,320,000 kilograms of sunflower seeds

3.3 Plant & Machinery Sourcing:

The OIL MILL Plant complete with refinery are being sources from M/S United Oil Mills Machinery & Spares Private Limited of New Delhi – India. The suppliers have quoted for supply of both the oil mills and refinery to be supplied within 12 -14 weeks from the date plants as per their Profoma Invoice attached herein.

3.4 Edible Oil Production Process

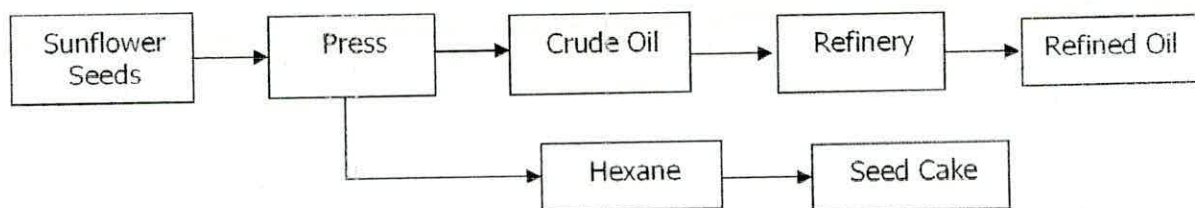
The plant will produce **double refined** edible oil the production process of which goes though the following processes;

1. Purchase, storage and preservation of cotton seeds
2. Cleaning and Scalping
3. Decorticating and Separation
4. Crushing, Flaking and Conditioning
5. Cooking
6. Oil Refining

3.5 Sunflower Oil Processing:

Sunflower oil extraction process is simple. It involves simple technology easily adaptable even in the rural areas. It involves no extra inputs such as caustic soda to be added in the process. The costs of production are also very minimal. The process involves threshing and then seeds are pressed to extract oil which is further purified into edible oil used for cooking. The oil extraction process also produces oil cake which is marketed for livestock feeding. Sunflower seeds provide 40 -- 50% of crude oil and about 40% is seed cake.

Simple outline of the production process is as described under:-



3.6 Oil Refining Process:

Oil refining process involves the following processes;

3.6.1 Batch Neutralization:

Crude contains gums which are generally removed prior to free fatty acid removal. For this oil is heated to 60°C – 80°C with agitation in presence of metered amount of water and subjected to vigorous agitation for a given period of time. These components settle in the bottom and are removed after a given settling time. The oil may be given a water wash at this stage to remove the traces of gums. The chemical reaction for neutralization is;

$$R-COOH + NaOH = R-COONa + H_2O$$

Water legumes oil is now heated, with agitation and reacted with Phosphoric acid and conditioning time is given to precipitate phosphoric acid. The oil is now reacted with calculated amount of Caustic Soda. Temperature may be increased to 75°C – 80°C. When the soap flocks are formed mass is allowed a settling time. Soap settles and is removed from the bottom. Soap free oil is finally washed with water at 90°C – 95°C. Water is settled and removed after appropriate time. Complete removal of soap may require couple of washes. Well versed operational staff is very useful in conduction efficient batch neutralization.

Crude cotton seed oil contains gossypols which are generally removed by the caustic soda along with free fatty acid removal. Depending on the oil, two stage caustic addition is generally required. Finally oil mass is given washes to make it soap free. Crude Sunflower Seed oil contains very nominal phosphatides in this case therefore oil may be conditioned with phosphoric acid solution to be followed by caustic soda neutralization. After the removal of soap stock oil is given water washing at 90°C – 95°C to make it soap free.

3.6.2 Batch Bleaching:

Bleaching is charged with processed oil from previous process. Vacuum is applied and oil mass heated up to 70°C – 80°C. Agitation may be started and oil made completely moisture free. Now a metered dose of bleaching earth is charged. The temperature may be raised as per requirement. Usually contact time of 25 – 30 minutes is given. The oil bleaching earth suspension is pumped to the filtration section where the two components are separated. Bleaching results in color reduction as well as removal of peroxide also. Bleaching process is similar for all oils i.e. Soya cotton seed and sunflower oil except that there is a difference in requirement of bleaching earth for each.

3.6.3 Batch Dewaxing:

Bleached sunflower oil contains wax needing removal for oil to obtain brilliancy. Bleached oil is chilled in specially designed crystallizer in which bleached oil is slowly cooled to ensure precipitation of high melting wax crystal. Chilling is achieved with circulation of cooling/chilled water in limpet coils. Chilled oil is then sent for filtration. Wax is retained in filter press and clear oil comes out in the filter tap there from goes to De-waxed oil intermediate storage tank. As the wax content of sunflower oil low its complete de-waxing is achieved in single stage only.

3.6.4 Batch Deodorization:

Degummed Neutralized and Bleached oil is now finally deodorized to remove peroxides traces, odoriferous components in carefully designed Deodorization system. Temperature, vacuum, steams sparging and time are certain critical factors responsible for effective deodorization system. In its operation, vacuum is created in the equipment followed by charging of designed amount of created oil in the same. Oil mass is heated and sparging steam is introduced. Oil samples are withdrawn at appropriate intervals to check the process deodorization. At the end of process oil mass is drained in cooler and the mass is cooled to 40oc 50oc before sent for storing and later of packaging. Final temperature may be as high as 170°C – 180°C. Deodorization process is similar for all oils i.e. cotton seed and sunflower oil.

3.7 Project Investment Costs:

The Project Investment costs are estimated at **Tshs. 2.292** as per summary given under;

Investment	Amount Projected	Additional Investment	Tshs.'000
			TOTAL
Land and Buildings	31,950	412,500	444,450
Plant & Machinery	0	1,258,800	1,258,800
Weigh Bridge	0	90,000	90,000
Office Equipment & Furniture	0	15,000	15,000
Motor Trucks	7,500	195,000	266,000
Standby Generator	0	187,500	187,500
Pre-operational Costs	7,500	22,500	30,000
Sub Total	110,450	2,181,300	2,291,750
Working Capital	0	500,000	500,000
TOTAL	110,450	2,681,300	2,791,750

3.8 Project Financing Plan:

Investment	Existing Financing		Additional Financing		TOTAL
	Equity	Loan	Equity	Loan	Tshs.'000
Land & Building	31,950	0	412,500	0	444,450
Plant & Machinery	0	0	258,000	1,000,000	1,258,000
Weighbridge	0	0	90,000	0	90,000
Office Furniture	0	0	15,000	0	15,000
Motor Vehicle	7,500	0	195,000	0	266,000
Generator	0	0	187,500	0	187,000
Pre-Operations	7,500	0	22,500	0	30,000
TOTAL	110,450	0	1,181,300	1,000,000	2,291,750
Financial Gearing (%)			56%	44%	100%
Working Capital	0	0	0	500,000	500,000
TOTAL	110,450	0	1,181,300	1,500,000	2,791,750
Financial Gearing (%)			46%	54%	100%

3.9 Project Implementation and Time Frame:

The entire project is expected to fully implemented over 12 month's period starting August, 2011. Full commercial operations are therefore expected to commence by August OF 2012. The major activities involved in project implementation are as outlined under;

S/No.	Activity	Time Frame
1	Fund Mobilization	July/Oct – 2011
2.	Machinery Hall & Godown Construction and other Civil works	Nov, 2011 – Mar, 2012
3.	Order of Machinery & Equipment	December, 2011
4.	Arrival of Machinery & Equipment	April, 2012
5.	Machinery Installation	May – June, 2012
6.	Trial Runs & Commissioning	July, 2012
7.	Commercial Operations	August, 2012

As of to date however, the project promoters have already secured the Plot for plant site at Nzega Township covering a total of 2,133 square meters of land. Full scale implementation of the activities involved is expected to take off immediately after full mobilization of funds required to implement the project.

4.0 RAW MATERIAL PRODUCTION TRENDS:

4.1 Seed Cotton Production in Tanzania:

Production of **edible oil from cotton seeds** depends very much on the production of Seed cotton in the lake zone since this is the major raw material. Availability of this raw material therefore depends on production of seed cotton in the Lake Zone. Cotton in Tanzania is extensively grown in two zones. There is Western Cotton Growing Area (WCGA) which comprises Mwanza, Shinyanga, Mara, Tabora, Singida, Kagera and Kigoma Regions and the Eastern Cotton Growing area (ECGA) which includes; Morogoro, Coast Mbeya, Iringa, Arusha, Kilimanjaro and Tanga Regions. The marketing season starts in July in WCGA while in ECGA it opens in September / October and lasts for 39 weeks. The trend of cotton production, as reflected by purchases made by Co-operative Unions and other buyers for the past 4 years is as given below;

Table 3.1. SEED COTTON PRODUCTION FOR PAST 4 YEARS (TONS)

REGION / YEAR	2005/06	2006/07	2007/08	2008/09
Mwanza	234,193	82,740	41,814	75,267
Shinyanga	91,871	29,087	128,023	230,188
Mara	28,288	4,734	13,081	22,570
Kagera	14,197	1,992	4,257	6,819
Tabora	5,099	9,997	11,730	27,650
Kigoma	697	208	237,520	412
Singida	484	507	581,313	2,252
TOTAL	374,819	129,265	199,726	365,161

SOURCE: Tanzania Cotton Board (TCB) October, 2008.

4.2 Prospects for Seed Cotton Production:

Production of seed cotton this season (2011) is expected at over 300,000 tons as compared to below 200,000 ton for the last season. Prospects for high production in the next season are high due to current government efforts in promoting the product through Kilimo Kwanza and farming contract arrangement between farmers and processors.

4.3 Purchase Prices:

The purchase price for cotton seeds from cotton ginners has been fluctuating between Tshs. 25,000 per ton to Tshs. 400,000 per ton depending on production of seed cotton in the country. For purpose of this report, a price of Tshs. 350,000 per ton of cotton seeds has been assumed.

4.4 Sunflower Sector Overview:

Sunflower is one of the most important oil seed crops in Tanzania. The crop is adaptable over a wide range of environments and therefore widely cultivated in Tanzania. It is fairly easy to cultivate, it is drought resistant, pollinates without much need for insects and are not highly susceptible to diseases. The crop is popular in the Eastern, Central, Northern and Southern Highlands of Tanzania. The product has been gaining popularity of late and current data shows that local production of both factory and home extracted oils contributes to about 40% of national cooking oil requirements with the remaining 60% being imported. Sunflower seeds provide 40 – 50% of crude oil and about 40% is oil cake. One acre of sunflower can produce up to 16 bags of 70 – 80 kgs each. The crop is normally harvested manually. In the Eastern zone, harvesting takes place in July – September where as in the central zone it is harvested from May – June.

4.5 Past Trend in Sunflower Seed Production:

The leading producing regions of sunflower in Tanzania are Singida, Iringa, Rukwa, Dodoma followed by Manyara. As noted however, the crop is grown in many parts of the United Republic including the lake region though in small quantities as compared to production by the above main producers. Most of the production is actually intercropped with other crops such as maize and beans. As per available data, total national production of sunflower seeds has been varying depending on weather conditions. Production of sunflower oil seeds has been varying between 75,000 to 100,000 tons from 2001 – 2005 but has increased dramatically of late to more than 350,000 tons. The corresponding sunflower oil production increased to almost 90,000 tons of oil per year. Below is the production trend for the last 8 harvest seasons.

Year	Sunflower (Tons)
1999/2000	11,560
2000/01	19,409
2001/02	25,056
2002/03	26,986
2003/04	25,515
2004/05	21,325
2005/06	89,614
2006/07	88,753

4.6 Project Sustainability:

The project sustainability depends on availability of oil seeds for crushing. The proposed OIL MILL PLANT is to produce edible oil by crushing cotton and sunflower seeds. It is therefore important that efforts to increase both acreage and yield in cotton as well as sunflower cultivation are initiated and supported to ensure sustainability of such projects. **M/S Emergent Africa Limited** through its sister company **M/S MSK Solutions Limited** is already undertaking this initiative with support of **M/S Rural Livelihood Company (RLDC)**.

MSK Solution is a limited company incorporated in Tanzania in January, 2006. Since its inception, the company has majored its efforts in agribusiness all the way from helping famers in cultivation stage, agricultural input suppliers, purchasing farmers produces and processing cotton, cotton seed oil, cotton cakes, yellow gram, cashew nuts and sunflowers. It has also specialized in importation and distribution of farm inputs, and agriculture crop packing materials specifically jute bags and Hessian cloth. The company also owns a cotton ginning factory located at Mwalujo Village in Kwimba District. It is also constructing state of the art sunflower refinery processing plant at Nyanh'omongo village in Misungwi District, just near Mwanza City through its sister company named MSK Refineries Ltd. Upon its completion, this factory will provide reliable markets for sunflower growers and small scale sunflower processors in the central regions of Tanzania i.e. Singida, Dodoma and Tabora.

The company in collaboration with **M/S Rural Livelihood Company (RLDC)** is implementing a project known as **NZEGA COTTON DEVELOPMENT PROJECT (NZECODEI)**. This is an initiative of MSK Solutions which brings together various stake holders from private and public sector to work together with a common focus to increase cotton yield per acre, cotton quality and potential production in Nzega District as an important income generating activity for the rural community. The project mission and objectives are as outlined under;-

4.6.1 Mission:

- To promote for increased cotton growing and yield per acre of cotton grown in Nzega district by using state of the art and acceptable agricultural approaches.
- To advocate for contract farming and thus improve the quality of the cotton grown and harvested.
- Increase number of farmers registered for cotton cultivation scheme so as to increase the potential in production of cotton from about 350mts in 2010/09 to over 4,000 tones.

4.6.2 Objectives:

- To provide supportive environment to cotton growers in Nzega district.
- To bring cotton growers into groups which will easily be contracted and get access to various services, facilities and knowledge.
- To increase cotton yield per acre of cotton grown in Nzega district
- To supply cotton farmers with necessary inputs such as seeds, pesticides, sprayers and fertilizers.
- To distribute on behalf of the government subsidized farming inputs through voucher systems.
- To provide Nzega cotton growers with education on novel cotton growing technique that will lead to improved crop yield per acreage using well trained extension workers and shamba field schools (shamba darasa).
- To provide a ready, reliable and sustainable markets for all cotton produced in Nzega district.
- Increase number of farmers with technical know how and have basic knowledge with modern methods of cotton growing, so as they can share same with fellows in their villages.

4.6.3 Project Status:

a) Location and Facilities:

NZECODEP operates in Nzega district in the wards of Mwamala, Kasela, Mongwa, Magengati, Puge, Shigamba, M'shala, Kahamanhalanga, Mambali, Mwongoye, Semembela, Tongi, Mbogwe, Miguwa, Wela, Nata Nzega ndogo, Lussu, Utwigu, Isanzu, Muhugi, Itilo, Itobo, Karitu, Shigamba, Isagenhe these places have been careful selected based on history and experience we got from phases one of the project they have good soil condition good enough to support cotton farming.

b) Status:

As at present, the project is at good stage as already 4,000 m farmers from 43 villages has been registered and about sixty (60 tones) of seeds have already been distributed to cotton cultivating areas in Nzega District. Various stake holders such a local government authorities, and Tanzania Cotton Board are well informed of the project and all have shown keen interest and readiness to support the project.

c) Sales and Marketing:

Under the project arrangement, all cotton produced by registered and non registered farmers with NZECODEP is to be purchased by MSK Solution Limited, at a competitive market price and upon agreement by both parties based on the indicative prices set by the Tanzania Cotton Board TCB.

4.7 Company Production Plan for 2012/13 Season:

Upon commencement of commercial operation in 2012 harvest season the company plans to buy and process a total of 5,000,000 kgs. of cotton seeds and 2,000,000 kgs of sunflower oil seed. Total production expected from processing is as summarized below;

S/No.	Product	Weight	Value
1.	Cotton Oil	38,889, (18kgs Tins)	1,555,555,556
2.	Cotton Seed Cake	32,738 (84 kgs Bags)	1,309,523,810
3.	Cotton Husks	18,667 (75 kg Bags)	140,000,000
4.	Refinery Soap	4,000 (25 kg Drums)	20,000,000
5.	Sunflower Oil	660,000 kgs	1,650,000,000
6.	Sunflower Seed Cake	2,808,000 kgs	1,263,600,000
	TOTAL SALES		5,938,679,366

5.0 MARKETS AND MARKETING:

5.1 Industry Outlook:

The vegetable oil industry faces a bright future given the high demand for the product and availability of raw materials i.e. cotton seeds for processing. Prospects for increased production of cotton seeds are high following the recently adopted **Kilimo Kwanza Policy**. Under the policy, farmers are encouraged to modernize and expand their farming activities through use of tractors which are provided through loans to the farmers at low interest rate. The farmers are also adopt encourage to modern farming methods so as to increase yield. As at present yield from are acre of cotton average to award 300 kilograms which is projected to increase to at least 700 kilograms per acre. This plan is therefore expected to ensure adequate availability of cotton seeds for processing.

5.1 Market Size for Vegetable Oil:

FAO recommends a Minimum annual per capital consumption of 5 kilograms of vegetable oil. With a population of about 40 Million people, Tanzania minimum national demand of edible oil is expected at about 185,000 tons per year. The actual national demand is probably much higher, although there are no reliable figures available. Demand for vegetable oils is at least growing with the rate of population growth. Although there has been a significant increase in edible oil production (sunflower, palm, groundnuts and sesame) in recent years, this increase has never exceeded 100,000 tons which in turn has forced the country to import vegetable oil in order to meet its domestic demand. The imports are mainly palm oil from Malaysia and Indonesia. These imports are in form of crude, semi-refined and refined quantities. Summary of imports made between 2001 – 2006 is as given under;

Year	Edible Oil Imports	Palm Oil Imports
2001	187,000	177,000
2002	157,000	147,000
2003	185,000	167,000
2004	160,000	155,000
2005	258,000	250,000
2006	282,000	268,000

Although Tanzania is a net importer of vegetable oil, there are significant exports of sunflower seeds and oil mainly to neighboring countries of Burundi, Rwanda and Kenya. A good proportion of the Tanzania consumers prefer local sunflower oil to imported oils. The product thus has an assured local market in the lake zone. It also has a good export potential for its by products. It has a good market in Rwanda, Burundi, Kenya and Mauritius for exports of cotton seed cake. Bulky orders exist for both edible oil and cotton cake from these countries.

The market for seed cotton cooking oil is also comparatively large. This is due to the competitive price, high quality with low cholesterol contents as compared to the imported oil brands. Cotton cake market size is also growing rapidly particularly in Dar es Salaam, Morogoro, Arusha and Kilimanjaro regions because of campaigns for modern farming methods. It should also be noted that cottonseed oil is the common mans cooking oil in the entire Lake Region, which has a population of more than 10 Million inhabitants.

5.3 Distribution:

The company products will all be distributed from the factory premises at Nzega to start with due to the fact that demand for the products so far exceeds supply. Distribution agents and other outlets will however be considered as the company consolidates its business in the market place.

5.4 Product Pricing:

The company will sell its products based on cost of production and the market forces of supply and demand. The current market prices as applied in this evaluation are as given under;

Cotton Oil Tshs. 40,000/18kgs Tin

Cotton Seed Cake Tshs. 40,000/84kg.Bag

Cotton Husks Tshs. 7,500/75kg.Bag

Refinery Soap Tshs. 5,000/25 kg Drum

Sunflower Oil Tshs. 2,500/kg

Sunflower Seed Cake Tshs. 450/kg

5.5 Competition:

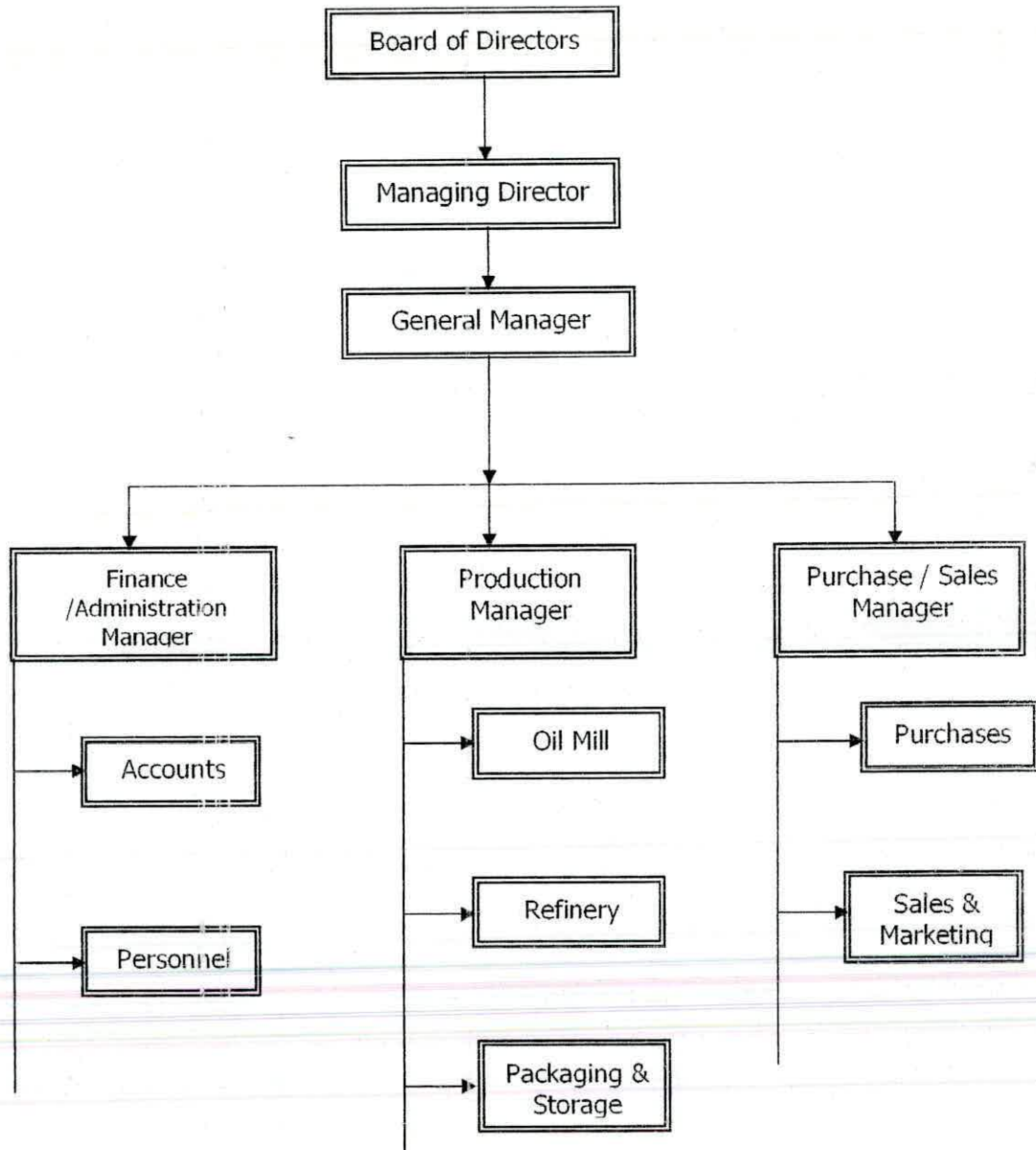
The company is definitely poised to face competition in this business from imports of same by local dealers as well as local production from existing vegetable Oil Mills which include; Simon Group Ltd based at Igogo, Mwanza City, Virian Cotton Ginning Co. Ltd based at Bunda which produces edible oil marketed under the brand name of Bunda Fresh and M/S Voil Industries Based in Mwanza which is the oldest in this industry. There are also some small producers consisting of some private ginneries in Mwanza, Shinyanga and Mara regions which have oil mills in their operations. The company however does not expect serious threat from its competitors in view of the high demand for the product in the lake region. However, in order to cope with any possible competition, the company production and operating costs will be kept as low as is practical in order to enable fixing of affordable prices. It is also planned to pack the oil into containers of different capacities from 1 to 20 liters in order to meet the taste/demand of customers with different income levels.

6.0 ORGANIZATION AND MANAGEMENT:

6.1 Organization Structure:

The company organization structure will consist of three departments comprising of Production Finance and Administration & Purchase and Sales Departments. All the departments will be headed by competent personnel reporting to the General Manager who will be reporting to the Managing Director of the company. The company organization structure is as outlined below;

COMPANY ORGANIZATION CHART



6.2 Management:

The company will be governed by the Board of Directors of the company whose members are basically two shareholders of Emergent Africa Limited led by the Managing Director Mr. Hamisi Kigwangalla. He will be assisted by the General Manager to be appointed by the Board of Directors of company. The management will consist of three heads of Departments namely; Production Manager/ Engineer who will head the Oil Mill Plant operations, Accountant and Administrative Manager who will also head the Accounts and Administration Department and the Purchase and Sales Manager who will head the purchases and sales divisions. All the management staff and other personnel will be recruited from the open labour market. The major shareholder Dr. H. Kigwangalla has vast business experience with good business contacts that he has built since he entered formal business. His brief personal profile is as given under;

6.3 Profile of shareholders /Directors:

6.3.1: Managing Director:

NAME: Dr. Hamisi Kigwangalla

NATIONALITY: Tanzanian

AGE: 36 Years

MARITAL STATUS: Married

RESIDENCE: Mwanza

EDUCATION: University Graduate

PROFESSION &

EXPERIENCE: Dr. Hamisi A. Kigwangalla is one of the founding directors of MSK Solution Limited and a Joint Chief Executive Officer. He has a Doctor of Medicine Degree from the University of Dar es Salaam, and two graduate degrees; a Master of Public Health Specialized in safety promotion (from Karolinska Institute of Technology Sweden). He has sound academic and research experiences working either reputable organization as the Muhimbili National Hospital, the National Institute for Medical Research and has done a number of consulting with various research teams and organizations such as IntraHealth, Benjamin Mkapa HIV/AIDS foundation, WAMA Foundation, Kabanga Nickel Company limited and the Family Health

International. He is an ambitious young Tanzania professional with experience. He was president of University student's organization, member of the collage governing board (MUCHS) for 3 years and member of the University of Dar es Salaam Council, senate and the University students Accommodation Bureau for one year. He has participated and presented scientific paper to many local and International Scientific conferences. As a student and until now he serves membership to many activist and professional associations and he is a registered medical practitioner in Tanzania. He is employed by MSK Solution limited on a full time basis.

6.3.2: Director:

NAME: Dr. Bayoum Kigwangalla

NATIONALITY: Tanzanian

AGE: 32 Years

MARITAL STATUS: Married

RESIDENCE: Mwanza

EDUCATION: University Graduate

PROFESSION &

EXPERIENCE:

Dr. Bayoum is a strategic thinker, hard working and meticulous. She has a degree in Doctor of Medicine from the University of Dar es salaam which she obtained in 2005. She has worked at the Muhimbili National Hospital as Medical Doctor, at the Medical Women Association as a Project Officer and now she works at AMREF'S Angaza Zaidi Programme as a Project Manager in the Prevention of Mother to Child Transmission of HIV/AIDS. She has a good track record and strong experience in managing project, training events and managing field teams. She plans to work full time on the project when it takes off.

7.0 FINANCIAL ANALYSIS:

The business proposal for term loan refinancing and operations of plant will continue to realize high profits and smooth build up of capital resources as is summarized below;

7.1 Capital Investments and Financing:

The total capital investment costs of the project are Tshs. 2.291 Billion. A total of Tshs. 110.450 Million has already been invested in the project and the balance of Tshs.2.181 Billion is required to finance the investment activities of the project. The investments are proposed to be financed through additional equity contribution by the sponsor of Tshs. 1.181 Billion and proposed term loan of Tshs.1.Billion from the Tanzania Investment Bank repayable over 9 years inclusive of 1 year grace period. Details on investment are as given in schedules I, IA and IB of this report.

7.2 Working Capital:

Upon commencement of the commercial operations in 2012/harvest season, the company plans to process a total of 5,000 tons of cotton seed and 2,000 tons of sunflower seeds. The working capital requirement is estimated at Tshs. 500 Million which is proposed to be financed through overdraft facility of same from the Tanzanian Investment Bank. The particular facility will however come for review at the opportune time when the plant is fully commissioned for commercial operations.

7.3 Profitability:

Based on assumptions and considerations used in this evaluation, the new business venture is projected to make Net Profit of Tshs. 864.5 Million for the first year. Profits are projected to increase to over Tshs. 982.4 Billion by the second year and to over Tshs. 1.029 Billion by the 3rd and subsequent years due to projected increase in production of oil seeds for crushing over the years. Details are as given in schedule IX of this report.

7.4 Projected Cash Flow:

The projected annual cash flow indicates a positive trend opening with net cash balance of Tshs. 538.3 Million for the first year increasing to Tshs. 1.156 Billion by the second year and to over Tshs. 1.208 Billion by the 3rd and subsequent years. The cash flow has taken into account repayment of the term loans as well as working capital overdraft facility of Tshs.500 Million. Details are as given in schedule XII of this report.

7.5 Projected Balance Sheet:

These projections indicate that, the company's liabilities would be adequately covered by net assets throughout the period under review. Similarly, the company's net worth increases from Tshs. 2.156 Billion in the first year to Tshs. 9.350 Billion by the 10th year of operation. Details are as given in schedule XIII.

7.6 Financial Rate of Return (IRR):

The project Internal Rate of Return works to 47.7%, which is a key factor in project viability assessment. Assuming the cost of capital of 18% per annum, this confirms that the business venture is technically feasible and commercially viable. Details are as given in schedule XIV.

8.0 ENVIRONMENTAL ASPECTS:

The most pertinent environmental and health considerations in this project include dust emission and employees exposure to noise and fire. These health hazards are adequately addressed by the plant management. Factory workers are provided with breathing masks and early plugs. Fire extinguishers and hydrants are also in place.

9.0 ECONOMIC BENEFITS:

The project has immense economic benefits that include;

- Production of edible oil of good quality and at affordable prices to a number of consumers in the lake region particularly those in the low-income groups who cannot afford to purchase imported brands of edible oil.
- It shall create new employment opportunities and increase government revenue through taxes due to be paid by the company.
- The project is local resource based and has backward linkages to other industries in the economy such as hotels and other food services. For this matter, the multiplier effect with regard to employment creation is even greater.

10.0 SECURITY COVER:

The proposed term loan and the overdraft credit facility are to be secured by Legal Mortgage over landed properties of the company located on **Plot No.366 Block "Z" Sagara Area in Nzega Township.**

11.0 CONCLUSIONS AND RECOMMENDATION:

11.1 Conclusion:

- 11.1.1 The foregoing analysis demonstrates that the proposal by M/S Emergent Africa Limited to invest in the new edible oil mill plant is technically feasible, financially viable and economically sound.
- 11.1.2 The business in vegetable oil production from cotton and sunflower seeds is local resource based which bears substantial benefits to the company and the nation at large.
- 11.1.3 The vegetable oil to be produced has a big market demand both local and export markets. The seed cake also has a high export market in Kenya, Mauritius including Rwanda and Burundi.

11.2 Recommendations:

In view of the above conclusions, it is recommended that the company **M/S Emergent Africa Limited** be supported with term loan financing of **Tshs. 1,000,000,000 (1Billion)** through the TIB Agricultural Projects Financing Window. The loan is to part finance the procurement and installation of Plant and Machinery of the proposed **NEW OIL MILL PLANT at Nzega Township**. The term loan is proposed to be repaid **over 9 years inclusive of 12 months grace period**. Interest during construction (12 months) accrued to be paid during the first year of commercial operations.

===== & =====

**EMERGENT AFRICA LIMITED
PROPOSED NEW OIL MILL PLANT
NZEGA - TOWNSHIP
BASIC ASSUMPTIONS SCHEDULE**

		SCHEDULE I	
		Tshs.	
	INVESTMENT ASSUMPTIONS:	COTTON OIL MILL	SUNFLOWER OIL MILL
A:	Capital Investment	2,291,750,000	2,291,750,000
	Equity Financing	1,291,750,000	1,291,750,000
	Term Loan	1,000,000,000	1,000,000,000
	Working Capital	500,000,000	500,000,000
	TOTAL INVESTMENTS	2,791,750,000	2,791,750,000
	Financial Gearing		
	Equity Financing	46%	46%
	Loan Financing	54%	54%
	Total	100%	100%
B:	PRODUCTION / SALES PLAN:		
	YEAR	2012/13	2012/13
B.1	Raw Materials Purchases:		
	Plant Capacity (kgs of Seeds)	7,200,000	4,320,000
	Projected Seed Purchases (Kgs)	5,000,000	2,000,000
	Purchases Price Tshs./Kg.	450	700
	Transport Costs (Tshs./kg)	30	30
B.2	Production Plan		Kgs
	Edible Oil (18kg Containers)	38,889	660,000
	Seed Cake (84kg bags)	32,738	2,808,000
	Cotton Husks (75kgs bags)	18,667	-
	Refinery Soap (25kg Drums)	4,000	-
B.3	Selling Prices		Tshs/kg
	Edible Oil (Tshs. /18 Kgs Container)	40,000	2,500
	Cotton Seed Cake (Tshs. / 84 kg bag)	40,000	450
	Cotton Seed Husks (Tshs. / 75kg bag)	7,500	-
	Refinery Soap (Tshs. / 25kg Drum)	5,000	-
B.4	Sales Value (Tshs. '000')		
	Edible Oil	1,555,555,556	1,650,000,000
	Cotton Seed Cake	1,309,523,810	1,263,600,000
	Cotton Seed Husks	140,000,000	-
	Refinery Soap	20,000,000	-
	TOTAL SALES VALUE	3,025,079,365	2,913,600,000
C.1	Yield Rates / Tons of Seeds:		
	Edible Oil	14%	33%
	Cotton Seed Cake	55%	65%
	Cotton Seed Husks / Wastes	28%	2%
	Refinery Soap	2%	0%
C.2	Caustic Soda / Edible Oil Production	1kg / 80 Ltrs	-

**EMERGENT AFRICA LIMITED
PROPOSED NEW OIL MILL PLANT
NZEGA - TOWNSHIP
ASSETS AND FINANCING PLAN**

SCHEDULE II

Investment Plan:

S/ NO	Assets	Tshs.'000		TOTAL
		Existing Investment	Additional Investment	
1	Land & Buildings	31,950	412,500	444,450
2	Plant & Machinery	-	1,258,800	1,258,800
3	Weigh Bridge	-	90,000	90,000
4	Office Equipment & Furniture	-	15,000	15,000
5	Motor Vehicles	71,000	195,000	266,000
6	Stand by Generator Set (350KVA)	-	187,500	187,500
7	Pre Operational Expenses	7,500	22,500	30,000
	TOTAL CAPITAL COSTS	110,450	2,181,300	2,291,750
8	Working Capital	-	500,000	500,000
9	TOTAL INVESTMENT	110,450	2,681,300	2,791,750

Financing Plan

S/ NO	Assets	Existing Financing		Additional Financing		TOTAL
		Equity	Loans	Equity	Loans	
1	Land & Buildings	31,950	-	412,500	-	444,450
2	Plant & Machinery	-	-	258,800	1,000,000	1,258,800
3	Weigh Bridge	-	-	90,000	-	90,000
4	Office Equipment & Furniture	-	-	15,000	-	15,000
5	Motor Vehicles	71,000	-	195,000	-	266,000
6	Stand by Generator Set (350KVA)	0	-	187,500	-	187,500
7	Pre Operational Expenses	7,500	-	22,500	-	30,000
	TOTAL CAPITAL COSTS	110,450	-	1,181,300	1,000,000	2,291,750
7	Financing Gearing (%)			56%	44%	100%
8	Working Capital	-	-	-	500,000	500,000
9	TOTAL FINANCING PLAN	110,450	-	1,181,300	1,500,000	2,791,750
10	Financing Gearing (%)			46%	54%	100%

**EMERGENT AFRICA LIMITED
PROPOSED NEW OIL MILL PLANT
NZEGA - TOWNSHIP
INVESTMENT SUMMARY**

S/ NO	INVESTMENTS	Nos.	Unit Cost USD	Total Cost USD	SCHEDULE IIA
					Total Cost Tshs. Equiv.
1	Land Value Plot No. 366 Nzega Urban Area (M2)	2,130	10	21,300	31,950,000
2	Oil Mill Buildings (20x55) 1,100M2	1,100	250	275,000	412,500,000
	Sub Total			296,300	444,450,000
3	Oil Mill Plant (C&F Dar Port)	1	330,000	330,000	495,000,000
4	Weigh Bridge	1	60,000	60,000	90,000,000
5	Oil Refinery Plant (C&F Dar Port)	1	268,200	268,200	402,300,000
6	Dewaxing Equipment for Sunflower Oil (C&F Dar Port)	1	83,600	83,600	125,400,000
7	Other Machinery & Equipment (C&F Dar Port)	1	17,400	17,400	26,100,000
	Sub Total			759,200	1,138,800,000
8	Plant Installation Costs	1	50,000	50,000	75,000,000
9	Electrical Installations	1	30,000	30,000	45,000,000
	Sub Total			80,000	120,000,000
10	Total Plant & Machinery			839,200	1,258,800,000
11	Weigh Bridge Equipment & Software	1	60,000	60,000	90,000,000
12	Scania Trucks & Trailers	2	65,000	130,000	195,000,000
13	Generator (350 KVA)	1	125,000	125,000	187,500,000
14	Office Equipment & Furniture	1	10,000	10,000	15,000,000
15	Pre Operational Costs	1	15,000	15,000	22,500,000
16	TOTAL CAPITAL INVESTMENTS			1,475,500	2,213,250,000
17	Working Capital				-
18	TOTAL INVESTMENT				2,213,250,000
	Exchange Rate:				
	USD. 1 = Tshs. 1,500				

**EMERGENT AFRICA LIMITED
PROPOSED NEW OIL MILL PLANT
NZEGA - TOWNSHIP
LIST OF PLANT AND EQUIPMENT**

S/No	PARTICULARS	UNITS	UNIT COST USD	SCHEDULE IIB	
				AMOUNT USD	Tshs. AMOUNT TSHS. EQUIV.
A: OIL MILL PLANT) (50TPD Cotton Seeds)					
1	"UMAS" Seed Cleaner complete with feed control hopper, pre-aspiration system, comprising cyclone, with coner gate, ducting, fan unit and electricals.	1	0	0	
2	"UMAS" LION disintegrator No. 3.1/2 with one pair steel screen and electricals.	1	0	0	
3	"UMAS" ASHOKA MK-3 Oil Expeller, all steel fabrication with double reduction helical gear box, vertical hinged cast steel chamber fitted with case hardened worm assembly and cage bars complete with motor, switch and starter.	4	0	0	
	"UMAS" 3-Stage Steam Cooker duly steam jacketted complete with agitator shaft and its fittings, fitted with vertical gear box, steam trap for conservation of steam, valves, pressure gauge with syphon and safety valve complete with motor, switch and starter.	4	0	0	
4	"UMAS" DIAMOND Filter Press Size 24"x24"x24" Plates complete with oil trough, pet cocks, cloth tighteners, pressure gauge, one set tailored filter cloth, pump and electricals.	1	0	0	
5	Material Handling Equipment comprising suitable number of elevators and screw conveyors complete with electricals.	1	0	0	
6	Boiler suitable for the plant complete with chimney.	1	0	0	
7	Cables, Glands etc from Control Panel to each motor	1	0	0	
8	Motor Control Panel	1	0	0	
9	Pipes, Valves and fittings C.I.F Dar es Salaam			330,000	495,000,000
	SUB TOTAL				
B: WEIGH BRIDGE:					
	Weigh Bridge Equipment and Installation			60,000	90,000,000
	SUB TOTAL			60,000	90,000,000
C: BATCH OIL REFINERY PLANT (10 TPD Capacity)					
1	10 TPD Batch Oil Refining Plant for Cottonseed /Sunflower Oil as per detailed specifications attached	1	180,000	180,000	270,000,000
2	Steel Supporting Structure comprising beams, channels ladders, railing, chequered plate ect.	1	39,000	39,000	58,500,000
3	Boiler suitable for the plant complete but without chimney Approx. Ocean Freight C & F Dar es Salaam	1	36,000	36,000 13,200 49,200	54,000,000 19,800,000 73,800,000
	Sub Total			268,200	402,300,000
4	10 TPD Dewaxing Section for Sunflower Oil as per detailed specifications attached	1	66,000	66,000	99,000,000
5	Steel Supporting Structure comprising beams, channels ladders, railing, chequered plates etc. Approx. Ocean Freight	1	14,000	14,000 3,600 83,600	21,000,000 5,400,000 125,400,000
	Sub Total				
D: OTHER MACHINERY & EQUIPMENT:					
1	Unfiltered, filtered and bulk storage tanks	1	2,500	2,500	3,750,000
2	Oil Transfer Pumps	1	1,800	1,800	2,700,000
3	Oil Filling Section and Cake Bagging Section	1	5,600	5,600	8,400,000
4	Steel supports for Filter Press & Material Handling Equipment	1	4,000	4,000	6,000,000
5	Insulation for steam cookers and steam pipeline	1	2,000	2,000	3,000,000
6	Tank for water storage	1	1,500	1,500	2,250,000
	Sub Total			17,400	26,100,000
	TOTAL COSTS			769,200	1,138,800,000

**EMERGENT AFRICA LIMITED
PROPOSED NEW OIL MILL PLANT
NZEGA - TOWNSHIP
MOTOR TRUCKS**

**SCHEDULE IIC
Tshs. '000**

A: INVESTMENTS

S/No. Motor Trucks	Capacity	Nos.	Unit Costs USD	Total Costs USD	Total Costs Tshs Equiv.
1 Scania Truck Model R 124 -2007	30 Tons	2	45,000	90,000	135,000,000
2 Scania Trailers Model 2007		2	20,000	40,000	60,000,000
3 TOTAL INVESTMENTS		4	65,000		195,000,000

A: FINANCING PLAN

1 Equity	-
2 Term Loan	195,000,000
3 TOTAL FINANCING	195,000,000

Source: Proforma Invoice from Scania Finance

**EMERGENT AFRICA LIMITED
PROPOSED NEW OIL MILL PLANT
NZEGA - TOWNSHIP
DEPRECIATION SCHEDULE**

SCHEDULE III

S/No. Assets	Value	Depr. Rates %	Tshs.							
			2012/13 1	2013/14 2	2014/15 3	2015/16 4	2016/17 5	2017/18 6	2018/19 7	2019/20 8
1 Land & Buildings	444,450	2%	8,889	8,889	14,209	14,209	14,209	14,209	14,209	14,209
2 Plant & Machinery	1,258,800	12.5%	157,350	157,350	157,350	157,350	157,350	157,350	157,350	157,350
3 Weigh Bridge	90,000	12.5%	11,250	11,250	11,250	11,250	11,250	11,250	11,250	11,250
4 Office Equipment & Furniture	15,000	12.5%	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875
5 Motor Vehicles	266,000	25.0%	66,500	66,500	66,500	66,500	66,500	66,500	66,500	66,500
6 Stand by Generator Set (350KVA)	187,500	25.0%	46,875	46,875	46,875	46,875	46,875	46,875	46,875	46,875
7 Pre Operational Expenses	30,000	20.0%	6,000	6,000	6,000	6,000	6,000	-	-	-
8 TOTAL	2,291,750		298,739	298,739	304,059	304,059	304,059	298,059	298,059	298,059
9 Investment & Reinvestment					266,000					

**EMERGENT AFRICA LIMITED
PROPOSED NEW OIL MILL PLANT
NZEKA - TOWNSHIP
TERM LOAN REPAYMENT**

**SCHEDULE IV
Tshs. 000'**

Term Loan	1,000,000			
Interest Rate:	5%			
Year	Opening Balance	Principal Repay.	Interest	Closing Balance
2011/12	1,000,000	0	-	1,000,000
2012/13	1,000,000	125,000	50,000	875,000
2013/14	875,000	125,000	43,750	750,000
2014/15	750,000	125,000	37,500	625,000
2015/16	625,000	125,000	31,250	500,000
2016/17	500,000	125,000	25,000	375,000
2017/18	375,000	125,000	18,750	250,000
2018/19	250,000	125,000	12,500	125,000
2019/20	125,000	125,000	6,250	-
	TOTAL	1,000,000	225,000	

**EMERGENT AFRICA LIMITED
PROPOSED NEW OIL MILL PLANT
NZEGA - TOWNSHIP
STAFF SALARIES**

						SCHEDULE V
						Tshs.
S/NO	STAFF	NO.	SALARY RATES	MONTHLY SALARIES	ANNUAL SALARIES	
Administration Department						
1	General Manager	1	500,000	500,000	6,000,000	
2	Accountant / Administrative Manager	1	350,000	350,000	4,200,000	
3	Quality Controller	1	350,000	350,000	4,200,000	
4	Personal Secretary	1	120,000	120,000	1,440,000	
5	Cashiers	1	120,000	120,000	1,440,000	
6	Store Keepers	2	120,000	240,000	2,880,000	
7	Purchasing Officer	1	120,000	120,000	1,440,000	
8	Sales Staff	1	120,000	120,000	1,440,000	
9	Security Guards	4	80,000	320,000	3,840,000	
	Sub Total	13		2,240,000	26,880,000	
10	NSSF (10%)			224,000	2,688,000	
11	SDL (5%)			112,000	1,344,000	
	TOTAL ADMINISTRATIVE SALARIES			2,576,000	30,912,000	
Production Department						
12	Production Manager / Engineer	1	400,000	400,000	4,800,000	
13	Shift Supervisors	3	150,000	450,000	5,400,000	
14	Permanent Labourers	8	80,000	640,000	7,680,000	
15	Casual Laborers (Tshs. 2,600/ day /labourer)	34	52,000	1,768,000	21,216,000	
	Sub Total	46		3,258,000	39,096,000	
16	NSSF (10%)			325,800	3,909,600	
17	SDL (5%)			162,900	1,954,800	
	TOTAL DIRECT SALARIES			3,746,700	44,960,400	
	TOTAL STAFF SALARIES	59		6,322,700	75,872,400	

**EMERGENT AFRICA LIMITED
PROPOSED NEW OIL MILL PLANT
NZEGA - TOWNSHIP
OPERATING COSTS**

SCHEDULE VII

Tshs.

YEAR	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
	1	2	3	4	5	6	7	8
Administrative Expenses								
Administrative Salaries	30,912,000	31,530,240	32,160,845	32,804,062	33,460,143	34,129,346	34,811,933	35,508,171
Stationery & Printing	1,645,000	1,645,000	1,645,000	1,645,000	1,645,000	1,645,000	1,645,000	1,645,000
Telephone & Postage	4,200,000	4,284,000	4,369,680	4,457,074	4,546,215	4,637,139	4,729,882	4,824,480
Electricity & Water Charges	3,500,000	3,570,000	3,641,400	3,714,228	3,788,513	3,864,283	3,941,568	4,020,400
Security Guard Expenses	4,800,000	4,896,000	4,993,920	5,093,798	5,195,674	5,299,588	5,405,580	5,513,691
Land Rent & Property Tax	2,564,000	2,564,000	2,564,000	2,564,000	2,564,000	2,564,000	2,564,000	2,564,000
Legal Fees	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Audit Fees	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Insurance Premium	3,000,000	3,060,000	3,121,200	3,183,624	3,247,296	3,312,242	3,378,487	3,446,057
TOTAL EXPENSES	52,621,000	53,549,240	54,496,045	55,461,786	56,446,841	57,451,598	58,476,450	59,521,799

EMERGENT AFRICA LIMITED
 PROPOSED NEW OIL MILL PLANT
 NZEGA - TOWNSHIP
 PROJECTED INCOME STATEMENT

SCHEDULE IX

Tshs. '000

YEAR	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
	1	2	3	4	5	6	7	8
Sales								
Cotton Oil	3,025,079	3,327,587	3,630,095	3,630,095	3,630,095	3,630,095	3,630,095	3,630,095
Sunflower Oil	2,913,600	3,326,100	3,738,600	3,738,600	3,738,600	3,738,600	3,738,600	3,738,600
Total Sales	5,938,679	6,653,687	7,368,695	7,368,695	7,368,695	7,368,695	7,368,695	7,368,695
Less: Direct Costs:								
Cotton Seeds Oil Mill Plant	2,618,427	2,872,798	3,128,195	3,131,202	3,134,332	3,137,590	3,140,981	3,143,001
Sunflower Oil Mill Plant	1,588,848	1,981,348	2,373,848	2,373,848	2,373,848	2,373,848	2,373,848	2,373,848
Total	4,207,275	4,854,146	5,502,043	5,505,050	5,508,180	5,511,438	5,514,829	5,516,849
Gross Income	1,731,404	1,799,541	1,866,652	1,863,645	1,860,515	1,857,257	1,853,866	1,851,846
Gross Profit Margin (%)	29%	27%	25%	25%	25%	25%	25%	25%
Less; Operating Overheads	52,621	53,549	54,496	55,462	56,447	57,452	58,476	59,522
Operating Surplus	1,678,783	1,745,992	1,812,156	1,808,183	1,804,068	1,799,806	1,795,390	1,792,324
Capital Charges:								
Depreciation	298,739	298,739	304,059	304,059	304,059	298,059	298,059	298,059
Interest on TIB Overdraft Facility	45,000	0	0	0	0	0	0	0
Accrued Interest during Construction	50,000	0	0	0	0	0	0	0
Interest on TIB Term Loans	50,000	43,750	37,500	31,250	25,000	18,750	12,500	6,250
Total Capital Charges	443,739	342,489	341,559	335,309	329,059	316,809	310,559	304,309
Profit Before Tax	1,235,044	1,403,503	1,470,597	1,472,874	1,475,009	1,482,997	1,484,831	1,488,015
Tax Provision	370,513	421,051	441,179	441,862	442,503	444,899	445,449	446,405
Net Profit After Tax	864,531	982,452	1,029,418	1,031,012	1,032,506	1,038,098	1,039,381	1,041,611
Retained Earnings	864,531	1,846,983	2,876,401	3,907,413	4,939,919	5,978,017	7,017,399	8,059,009

**EMERGENT AFRICA LIMITED
PROPOSED NEW OIL MILL PLANT
NZEGA - TOWNSHIP
TIB OVERDRAFT FACILITY**

**SCHEDULE XI
Tshs.000'**

TIB Overdraft	500,000				
Interest Rate:	18%				
Month	Opening	Principal	Interest	Closing	
2012/13	Balance	Repayment		Balance	
Jul,12	500,000	0	7,500	500,000	
Aug,12	500,000	0	7,500	500,000	
Sep,12	500,000	0	7,500	500,000	
Oct,12	500,000	0	7,500	500,000	
Nov,12	500,000	0	7,500	500,000	
Dec,12	500,000	500,000	7,500	0	
Jan,13	0	0	-	0	
Feb,13	0	0	-	0	
Mar,13	0	0	-	0	
Apr,13	0	0	-	0	
May,13	0	0	-	0	
Jun,13	0	0	-	0	
	TOTAL	500,000	45,000		

**EMERGENT AFRICA LIMITED
PROPOSED NEW OIL MILL PLANT
NZEGA - TOWNSHIP
ANNUAL CASH FLOW**

**SCHEDULE XII
Tshs.'000'**

YEAR	2011/2012	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
	0	1	2	3	4	5	6	7	8
CASH INFLOWS:									
Equity	1,291,750	0	0	0	0	0	0	0	0
Term Loans	1,000,000	0	0	0	0	0	0	0	0
TIB Overdraft Facility	0	500,000	0	0	0	0	0	0	0
Profit After Tax	0	864,531	982,452	1,029,418	1,031,012	1,032,506	1,038,098	1,039,381	1,041,611
Depreciation	0	298,739	298,739	304,059	304,059	304,059	298,059	298,059	298,059
Total Inflows	2,291,750	1,663,270	1,281,191	1,333,477	1,335,071	1,336,565	1,336,157	1,337,440	1,339,670
OUT FLOWS:									
Investments and Reinvestments	2,291,750	0	0	0	0	266,000	0	0	0
Change in Working Capital	0	500,000	-	-	-	-	-	-	-
Over Draft Retirement	0	500,000	0	0	0	0	0	0	0
TIB Term Loan Repayment	0	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Total Outflow	2,291,750	1,125,000	125,000	125,000	125,000	391,000	125,000	125,000	125,000
NET CASH FLOW	0	538,270	1,156,191	1,208,477	1,210,071	945,565	1,211,157	1,212,440	1,214,670
Opening Cash Balance	0	0	538,270	1,694,461	2,902,938	4,113,009	5,058,574	6,269,731	7,482,172
CUMMULATIVE CASH	0	538,270	1,694,461	2,902,938	4,113,009	5,058,574	6,269,731	7,482,172	8,696,841

**EMERGENT AFRICA LIMITED
PROPOSED NEW OIL MILL PLANT
NZEGA - TOWNSHIP
FINANCIAL RATE OF RETURN**

SCHEDULE XIV

YEAR	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
	0	1	2	3	4	5	6	7	8
CASH FLOWS:									
Net Profit After Tax	-	864,531	982,452	1,029,418	1,031,012	1,032,506	1,038,098	1,039,381	1,041,611
Depreciation	-	298,739	298,739	304,059	304,059	304,059	298,059	298,059	298,059
Interest on TIB Overdraft	0	45,000	0	0	0	0	0	0	0
Interest on TIB Term Loan	0	50,000	43,750	37,500	31,250	25,000	18,750	12,500	6,250
Salvage Value (Fixed Assets)	0	0	0	0	0	0	0	0	153,918
TOTAL INFLOWS	-	1,258,270	1,324,941	1,370,977	1,366,321	1,361,565	1,354,907	1,349,940	1,499,838
CASH OUT FLOWS:									
Investment and Re-Investments	2,291,750	0	0	0	0	266,000	0	0	0
Increase in Working Capital	0	500,000	-	-	-	-	-	-	-
TOTAL OUT FLOWS	2,291,750	500,000	0	0	0	266,000	0	0	0
NET CASH FLOW	-2,291,750	758,270	1,324,941	1,370,977	1,366,321	1,095,565	1,354,907	1,349,940	1,499,838
Discount Factor at 40%	1.000	0.714	0.510	0.364	0.260	0.186	0.133	0.095	0.068
Net Present Value	(2,291,750)	541,405	675,720	499,036	355,243	203,775	180,203	128,244	101,989
NPV at 40% =	393,865								
Discount Factor at 50%	1.000	0.667	0.444	0.296	0.198	0.132	0.088	0.059	0.039
Net Present Value	(2,291,750)	505,766	588,274	405,809	270,532	144,615	119,232	79,646	58,494
NPV at 50% =	(119,383)								
	3,938,649								
	513,248								
	7.674								
									IRR= 47.7%



United Oil Mill Machinery & Spares Private Ltd.
P.O. Box 4432, New Delhi - 110 019, India.

REGD. OFFICE : D-133, Okhla Industrial Area, Phase-I, 1st Floor, New Delhi-110 020 India.
PHONES : 91-11-26371201, 26371202, 26371203 FAX : 91-11-26371200
E-MAIL : umas@vsnl.com
WEB SITE : www.umas-india.com

PROFORMA INVOICE NO. UMAS/EXP/ 6021/2011
PROFORMA INVOICE OF INDIAN MADE OIL MILL PLANT.

DATE: 14.03.2011

To Ms. Emergent Africa Ltd.
352/64, Makunganya St., Co-architecture Bldg, 4th Floor,
P.O. Box 22499, Dar-es-Salaam,
Tanzania.

Shipment: Within 12-14 weeks from the date of receipt of L/Credit.
Partial shipments to be allowed.

Terms of Payment: 30% Advance and Balance Against irrevocable, confirmed and unrestricted L/Credit
payable at sight with provision for partial shipments.

Our Bankers: Indian Overseas Bank, Moolchand Shopping Complex, Defence Colony
New Delhi, India.
Swift Number: IOBAINBBA115
OUR ACCOUNT NUMBER : 011502000000660

FLUCTUATION IN CURRENCY AND INCREASE IN FREIGHT WILL BE TO BUYERS ACCOUNT				
S. NO.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		<u>25-30 TPD Sunflower Oil Mill Plant.</u>	USD	USD
		<u>50 TPD Cottonseed Oil Mill Plant.</u>		
1	1 No.	"UMAS" Seed Cleaner complete with feed control hopper, pre-aspiration system, comprising cyclone, with counter gate, ducting, fan unit and electricals.		
2	1 No.	"UMAS" LION Disintegrator No. 3.1/2 with one pair steel screen and electricals.		
3	4 Nos.	"UMAS" ASHOKA MK-3 Oil Expeller, all steel fabrication with double reduction helical gear box, vertical hinged cast steel chamber fitted with case hardened worm assembly and cage bars complete with motor, switch and starter.		
	4 Nos.	"UMAS" 3-Stage Steam Cooker duly steam jacketted complete with agitator shaft and its fittings, fitted with vertical gear box, steam trap for conservation of steam, valves, pressure gauge with syphon and safety valve complete with motor, switch and starter.		
4	1 No.	"UMAS" DIAMOND Filter Press Size 24"x24"x24 Plates, complete with oil trough, pet cocks, cloth tighteners, pressure gauge, one set tailored filter cloth, pump and electricals.		
5	1 Lot	Material Handling Equipment comprising suitable number of elevators and screw conveyors complete with electricals.		
Contd...2				

MEMBER OF THE ENGINEERING EXPORT PROMOTION COUNCIL (INDIA)

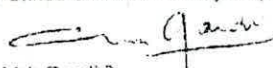
THE DELIVERY IS ESTIMATED ON PRESENT CONDITIONS, WE CANNOT BE HELD RESPONSIBLE FOR DELAYS CAUSED BY FORCE MAJEURE, LABOR, BREAKDOWNS, ACT OF LEGISLATURE, ACT OF GOD, STRIKE AT PORT OR ANY EVENTS WHATSOEVER BEYOND OUR CONTROL. ANY DISPUTES ARISING OUT OF THIS CONTRACT WILL BE SETTLED IN NEW DELHI (INDIA).





UNITED OIL MILL MACHINERY & SPARES PRIVATE LTD.

PROFORMA INVOICE NO. UMAS/EXP/G021/2011 : 2 :

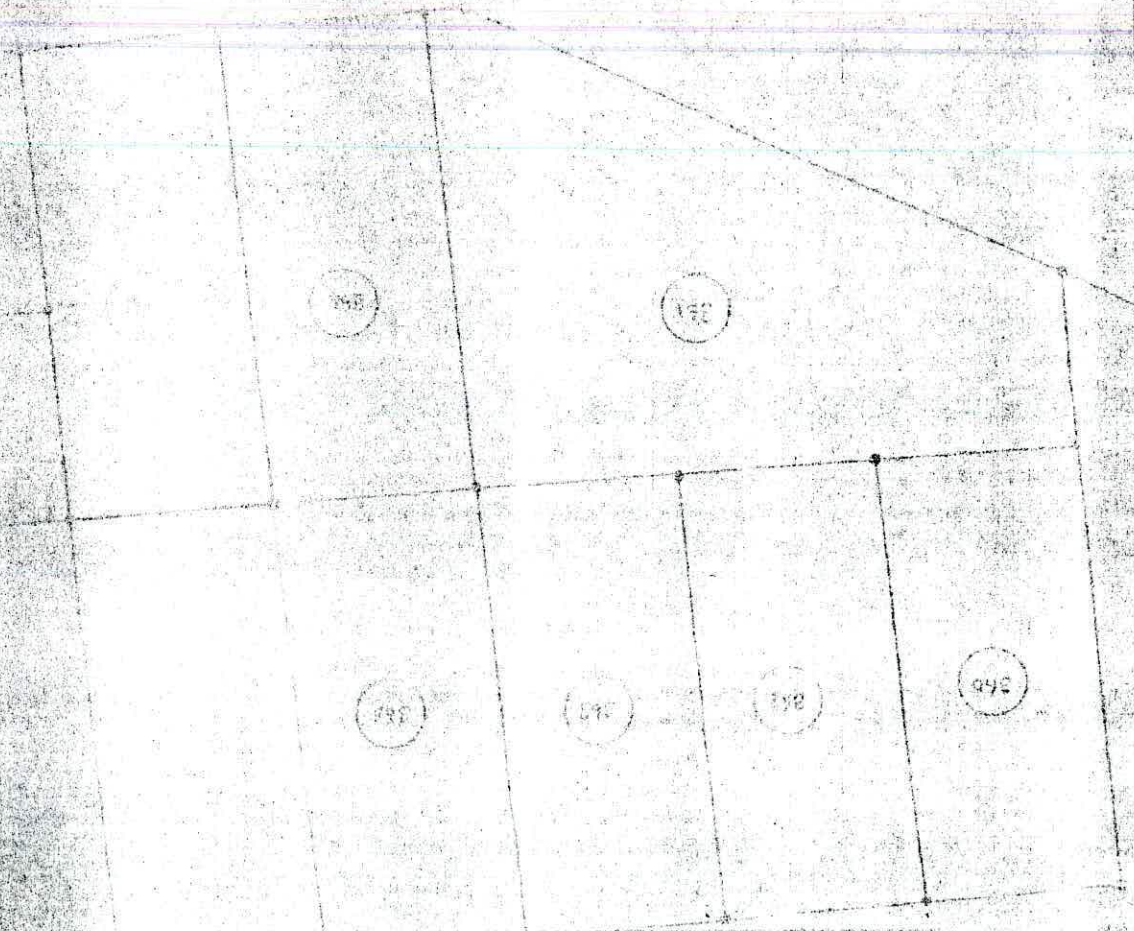
S.NO.	UNIT	DESCRIPTION	UNIT PRICE USD	AMOUNT USD
6	1 No.	Boiler suitable for the plant complete with chimney.		
7	1 Lot	Cables , Glands etc from Control Panel to each Motor.		
8	1 No.	Motor Control Panel		
9	1 Lot	Pipes , Valves and fittings C.I.F Dar-es-Salaam (US Dollars Three Hundred And Thirty Thousand only). Validity: Offer valid till 30th April 2011. For United Oil Mill Machinery & Spares Pvt. Ltd.,  (Ashish Gandhi) Jt. Mg. Director <u>Exclusions:</u> 1. Building. 2. Civil work of all types. 3. Unfiltered, filtered and bulk storage tanks. 4. Permissions, Sanctions etc. from concerned authorities. 5. Oil Transfer Pumps. 6. Oil Filling Section and Cake Bagging Section. 7. Steel supports for Filter Press & Material Handling Equipment 8. Govt. Licences, Permission, Sanctions. 9. Insulation for steam cookers and steam pipeline. 10. Tank for water storage. 11 Any other items not mentioned in our offer.	USD	330,000-00



ISO 9001:2008 CERTIFIED ORGANIZATION

The issue of plan should be
 granted admission of title by
 the Government

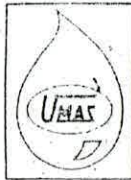
The issue of plan should be
 granted admission of title by
 the Government



INSET SHOWING DETAIL OF PLOT
 LOCATION SABAH AREA
 BLOCK 7
 PLOT NO. 366
 L.O. NO. 403738
 AREA 2133 M²



NZEGA URBAN AREA



United Oil Mill Machinery & Spares Private Ltd.

P.O. Box 4432, New Delhi - 110 019, India.

REGD. OFFICE : D-133, Okhla Industrial Area, Phase-I, 1st Floor, New Delhi-110 020, India.

PHONES : 91-11-26371201, 26371202, 26371203 FAX : 91-11-26371200

E-MAIL : umas@vsnl.com

WEB SITE : www.umas-india.com

PROFORMA INVOICE NO UMAS/EXP/ 5313/2011

DATED : 06.06.2011

PROFORMA INVOICE OF BATCH OIL REFINING PLANT.

To M/s. Emergent Africa Ltd.

352/64, Makunganya St., Co-architecture Bldg. 4th Floor,

P.O. Box 22499 Dar-es-Salaam,

Tanzania.

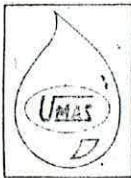
Shipment: Within 4-5 months from the date of receipt of L/Credit.
Partial shipments to be allowed.

Terms of Payment: Against irrevocable, confirmed and unrestricted L/Credit payable at sight.
Partial shipments to be allowed.

FLUCTUATION IN CURRENCY AND INCREASE IN FREIGHT WILL BE TO BUYERS ACCOUNT				
S.NO.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1 Unit	10 TPD Batch Oil Refining Plant for Cottonseed / Sunflower Oil as per detailed specifications attached	USD 180,000-00	USD 180,000-00
2	1 Lot	Steel Supporting Structure comprising beams, channels, ladders railing, chequered plates etc.	39,000-00	39,000-00
3	1 No.	Boiler suitable for the plant complete but without chimney.	36,000-00	36,000-00
		Total Price F.O.B. Indian Port	USD	255,000-00
		Approx. Ocean Freight	USD	13,200-00
		C & F Dar-es-Salaam	USD	268,200-00
		(US Dollars Two Hundred Sixty Eight Thousand Two Hundred only).		
		Validity: Offer valid till 30th June 2011.		
		For United Oil Mill Machinery & Spares Pvt. Ltd.		
		(Ashish Gardhi) Jt. Mg. Director		
		<u>Our Bankers:</u> Indian Overseas Bank, Moolchand Shopping Complex, Defence Colony, New Delhi, India Swift No. IOBANBBA115 Our A/c No. 011502000000660		

MEMBER OF THE ENGINEERING EXPORT PROMOTION COUNCIL (INDIA)
THE DELIVERY IS ESTIMATED ON PRESENT CONDITIONS. WE CANNOT BE HELD RESPONSIBLE FOR DELAYS CAUSED BY PORT CHARGES, LABOUR BREAKDOWNS, ACT OF LEGISLATURE, ACT OF GOD, STRIKE AT PORT OR ANY EVENTS WHATSOEVER BEYOND OUR CONTROL. ANY DISPUTES ARISING OUT OF THIS CONTRACT WILL BE SETTLED IN NEW DELHI (INDIA).





United Oil Mill Machinery & Spares Private Ltd.

P.O. Box 4432, New Delhi - 110 019, India.

REGD. OFFICE : D-133, Okhla Industrial Area, Phase-I, 1st Floor, New Delhi-110 020, India.

PHONES : 91-11-26371201, 26371202, 26371203 FAX : 91-11-26371200

E-MAIL : umas@vsnl.com

WEBSITE : www.umas-india.com

PROFORMA INVOICE NO. UMAS/EXPI/ 5314/2011

DATED : 06.06.2011

PROFORMA INVOICE OF DEWAXING SECTION FOR SUNFLOWER OIL

To M/s. Emergent Africa Ltd.

352/64, Makunganya St., Co-architecture Bldg, 4th Floor,

P.O. Box 22499, Dar-es-Salaam,

Tanzania.

Shipment: Within 4-5 months from the date of receipt of L/Credit.

Partial shipments to be allowed.

Terms of Payment: Against irrevocable, confirmed and unrestricted L/Credit payable at sight

Partial shipments to be allowed

FLUCTUATION IN CURRENCY AND INCREASE IN FREIGHT WILL BE TO BUYERS ACCOUNT				
S.NO.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1 Unit	10 TPD Dewaxing Section for Sunflower Oil as per detailed specifications attached.	USD 66,000-00	USD 66,000-00
2	1 Lot	Steel Supporting Structure comprising beams, channels, ladders, railing, chequered plates etc.	USD 14,000-00	USD 14,000-00
		Total Price F.O.B. Indian Port	USD	80,000-00
		Approx. Ocean Freight	USD	3,600-00
		C & F Dar-es-Salaam	USD	83,600-00
		(US Dollars Eighty Three Thousand Six Hundred only).		
		Validity: Offer valid till 30th June 2011		
		For United Oil Mill Machinery & Spares Pvt. Ltd.		
		(Ashish Gandhi) Jt. Mg. Director		
		Our Bankers: Indian Overseas Bank, Moolchand Shopping Complex, Defence Colony, New Delhi, India. Swift No. IOBAINBBA115 Our A/c No. 011502000000660		

MEMBER OF THE ENGINEERING EXPORT PROMOTION COUNCIL (INDIA)

THE DELIVERY IS ESTIMATED ON PRESENT CONDITIONS. WE CANNOT BE HELD RESPONSIBLE FOR DELAYS CAUSED BY FORCE MAJEURE LABOUR BREAKDOWNS, ACT OF LEGISLATURE, ACT OF GOD, STRIKE AT PORT OR ANY EVENTS WHATSOEVER BY WHATEVER NAME. ANY DISPUTES ARISING OUT OF THIS CONTRACT WILL BE SETTLED IN NEW DELHI, INDIA.



UNITED OIL MILL MACHINERY & SPARES PVT. LTD.

D-133, OKHLA INDUSTRIAL AREA, PHASE -1, NEW DELHI - 110020, INDIA
PHONE : 91-11-26371201/26371202/26371203 FAX : 91-11-26371200
WEB SITE : www.umas-india.com E Mail : umas@vsnl.com

10 TPD BATCH OIL REFINERY

UNITED OIL MILL MACHINERY & SPARES PVT. LTD.

D-133, OKHLA INDUSTRIAL AREA, PHASE -I, NEW DELHI - 110020, INDIA
PHONE : 91-11-26371201 / 26371202 / 26371203 ; FAX : 91-11-26371200
WEB SITE : www.umas-india.com ; E Mail : umas@vsnl.com

PROCESS DESCRIPTION

BATCH NEUTRALIZATION:

Crude Soya oil contains gums which are generally removed prior to free fatty acid removal. For this oil is heated to 60-80 deg C with agitation, in presence of metered amount of water and subjected to vigorous agitation for a given period of time. These components settle in the bottom and are removed after a given settling time. The oil may be given a water wash at this stage to remove the traces of gums.

The chemical reaction for neutralization is:



Water degummed oil is now heated, with agitation, and reacted with Phosphoric acid and conditioning time is given to precipitate phosphoric acid. The oil is now reacted with calculated amount of Caustic Soda. Temperature may be increased to 75-80 Deg C. When the soap flocks are formed, mass is allowed a settling time. Soap settles and is removed from the bottom.

Soap free oil is finally washed with water at 90-95 deg C. Water is settled and removed after appropriate time. Complete removal of soap may require couple of washes. Well versed operational staff is very useful in conducting efficient batch neutralization.

Crude Cotton Seed oil contains gossypol which are generally removed by the caustic soda along with free fatty acid removal. Depending on the oil, two stage caustic addition is generally required. Finally oil mass is given washes to make it soap free.

Crude Sunflower Seed oil contains very nominal phosphatides, in this case there fore oil may be conditioned with phosphoric acid solution to be followed by caustic soda neutralization. After the removal of soap stock oil is given water washings at 90-95 Deg C to make it soap free.

BATCH BLEACHING :

Bleacher is charged with processed oil from previous process. Vacuum is applied and oil mass heated up to 70-80 deg C. Agitation may be started and oil made completely moisture free. Now a metered dose of Bleaching earth is charged. The temperature may be raised as per requirement. Usually contact time of 25-30 mins is given. The oil-bleaching earth suspension is pumped to the filtration section where the two components are separated. Bleaching results in color reduction as well as removal of peroxides also.

Bleaching process is similar for all oils i.e. Soya, Cotton Seed and Sunflower oil except that there is a difference in requirement of bleaching earth for each.

UNITED OIL MILL MACHINERY & SPARES PVT. LTD.

D-133, OKHLA INDUSTRIAL AREA, PHASE - I, NEW DELHI - 110020, INDIA
PHONE : 91-11-26371201/26371202/26371203 FAX : 91-11-26371200
WEB SITE : www.umas-india.com E Mail : umas@vsnl.com

BATCH DEWAXING :

Bleached Sunflower Oil contains wax needing removal for oil to obtain brilliancy. Bleached oil is chilled in specially designed crystallizer in which bleached oil is slowly cooled to ensure precipitation of high melting wax crystal. Chilling is achieved with circulation of cooling/chilled water in limpet coils. Chilled oil is then sent for filtration. Wax is retained in filter press and clear oil comes out in the filter tap, there from goes to De-waxed oil intermediate storage tank. As the wax content of Sunflower oil is low, its complete de-waxing is achieved in single stage only.

BATCH DEODOURIZATION :

De-gummed, Neutralized and Bleached oil is now finally deodorized to remove peroxides traces, odoriferous components in carefully designed Deodorization system. Temperature, vacuum, steam sparging and time are certain critical factors responsible for effective deodorization system.

In its operation, vacuum is created in the equipment followed by charging of designed amount of treated oil in the same. Oil mass is heated and sparging steam is introduced. Oil samples are withdrawn at appropriate intervals to check the process deodorization. At the end of process oil mass is drained in cooler and the mass is cooled to 40-50deg C before being sent for storing and later for packaging. Final temperature may be as high as 170-180degC.

Deodorization process is similar for all oils i.e. Soya, Cotton Seed and Sunflower oil.

UNITED OIL MILL MACHINERY & SPARES PVT. LTD.

D-133, OKHLA INDUSTRIAL AREA, PHASE - I, NEW DELHI - 110020, INDIA
PHONE : 91-11-26371201/26371203 , FAX : 91-11-26371200
WEB SITE : www.umms-india.com E Mail : umms@vsnl.com

10 TPD BATCH OIL REFINERY LIST OF ITEMS

1-NEUTRALIZER SECTION

- a- Neutralizer 1 No. Vertical cylindrical with shaft, agitator, coil for steam heating, with gear box & motor 5HP. MOC Carbon steel, Vol Capacity 7.5MB
- b- Soap/gums Tank 1 No. Rectangular, with sparger coil, MOC Carbon steel, Vol Capacity 1.5MB
Required nozzles
- c- Water/oil/gravity separator 1 No. Rectangular, MOC Carbon steel, Vol Capacity 2.0MB , required nozzles
- d- Lye/brine/Hot water Tank 1 No. Rectangular, with sparger coil, MOC Carbon steel, Vol Capacity 2.0MB
Required nozzles
- e- Neutralized oil tank 1 No. Vertical cylindrical, flat top, MOC Carbon steel, Vol Capacity 7.5MB
Required nozzles
- f- Oil pump 1 No. Centrifugal, CI/SS, appropriate head, base frame, Coupling, Motor
- g- Soap Stock pump 1 No. Gear Pump, SS/SS appropriate head & capacity base frame, Coupling, Motor
- h- Hot water pump. 1 No. Centrifugal, CI/SS, appropriate head, base frame, Coupling, Motor

UNITED OIL MILL MACHINERY & SPARES PVT. LTD.

D-133, OKHLA INDUSTRIAL AREA, PHASE - I, NEW DELHI - 110020, INDIA
PHONE : 91-11-26371201 / 26371202 / 26371203 FAX : 91-11-26371200
WEB SITE : www.umas-india.com E Mail : umas@vsnl.com

2- BLEACHER SECTION

a- Bleacher	1 No. Vertical Cylindrical with shaft, agitator, coil for steam heating, with gear box & motor 5HP. MOC Carbon steel. Vol Capacity 6.5M3 Required nozzles
b- Barometric condenser	1 No. Vertical cylindrical with top dish and cone MOC-Carbon steel. Appropriate Volume
c- Catchall	1 No. Vertical cylindrical with top dish and cone MOC-Carbon steel. Appropriate Volume
d- Earth dozer	1 No. Square tank. MOC-Carbon steel. Appropriate Volume
e- Bleached oil tank	1 No. Vertical cylindrical, flat top, MOC, Carbon steel. Vol Capacity 7.5M3 Required nozzles
f- Filter press	1 No. Size 30"x30" plate & frame type MOC-CI, with pet cocks
g- Filter Pump	1 No. Centrifugal, CI/SS, appropriate head, base frame, Coupling, Motor
h- Vacuum System	1 Set. Vacuum pump/Ejector based

UNITED OIL MILL MACHINERY & SPARES PVT. LTD.

D-133, OKHLA INDUSTRIAL AREA, PHASE - I, NEW DELHI - 110020, INDIA
PHONE : 91-11-26371201 / 26371202 / 26371203 FAX : 91-11-26371200
WEB SITE : www.umas-india.com E Mail : umas@vsnl.com

3- DEODORIZER SECTION

a- Deodorizer	1 No.	Cylindrical vertical, both end dished ends Inside double coils for heating, sparging pipe Manhole, Light & view glass, Vapour outlet MOC Carbon steel, Vol capacity 10 M3 Required Nozzles
b- Catchall	1 No.	Vertical cylindrical, dished ends, MOC Carbon steel, Vol Capacity 0.2M3 Required nozzles
b1- Receiver	1 No.	Vertical cylindrical, dished ends, MOC, Carbon steel, Vol Capacity 0.2M3 Required nozzles
c- Deodorized Oil Tank	1 No.	Vertical cylindrical, flat top, MOC, Carbon steel, Vol Capacity 7.5M3 Required nozzles
d- Cooler	1 No.	Cylindrical Horizontal, Both end dished ends Inside coil for cooling, 5 HP, 1440 rpm, Gear Box, Manhole, Light & view glass, Vapour outlet MOC Carbon steel, Vol capacity 7.5 M3 Required nozzles
e- Polish filter	1 No.	Capacity 5.0 ton/hr MOC filter media HDPE bag (10 Micron) in Carbon steel body
f- Pump	2 Nos.	Centrifugal, CI/SS, appropriate head, base frame, Coupling, Motor
g- Vacuum system	1 Set.	1 Booster with 2 ejectors for Steam, MOC MS body with SS nozzles

UNITED OIL MILL MACHINERY & SPARES PVT. LTD.

D-133, OKHLA INDUSTRIAL AREA, PHASE -I, NEW DELHI - 110020, INDIA
PHONE : 91-11-26371201/26371202/26371203 FAX : 91-11-26371200
WEBSITE : www.umas-india.com E Mail : umas@vsnl.com

4- MISCELLANEOUS ITEMS

- | | |
|---------------------------|---|
| a- ELECTRICALS | COMBINED PANEL FOR THE THREE SECTION, CABLES, PUSH BUTTON
Complete wiring of main plant with plug points connected to completely energize all motors from panel. |
| b- PIPING, VALVE FITTINGS | One set Valves for steam, oil, water line etc.
SS/S pipes for oil, water, steam, acid as per requirement Pipe fittings like elbow, tees and bends, nipples, flanges, steam traps and Strainer as required for the above plant and machinery. |
| c- INSTRUMENTS / GAUGES | One Set Comprising of Pressure, Temperature & vacuum gauges. |
| d- INSULATION | Complete insulation of the above equipment and pipe lines wherever required in mineral wool with wire netting with 26 gauge Al cladding. |
| e- COOLING TOWER | Two Nos. 25 & 65 M ³ /Hr capacity alongwith pumps etc |
| f- STEAM GENERATION | One No. 1 M Ton/Hr Steam at 10.5 Kg/Cm ² |
| g- THERMIC FLUID HEATER | One No. 300,000 Kcal/Hr |

5- STEEL SUPPORTING STRUCTURE

- 1 Lot Steel supporting structure including beams, channels, railings, roofing, etc to house the oil refining plant.

UNITED OIL MILL MACHINERY & SPARES PVT. LTD.

D-133, OKHLA INDUSTRIAL AREA, PHASE -I, NEW DELHI - 110029, INDIA
PHONE : 91-11-26371201 / 26371202 / 26371203 / FAX : 91-11-26371200
WEB SITE : www.umas-india.com E Mail : umas@vsnl.com

5- CUSTOMER SCOPE

- DEVELOPED SITE, ROADS, FENCING
- CIVIL CONSTRUCTION OF ALL KINDS INCLUSIVE OF ETP
- GOVERNMENT LICENCES, PERMISSIONS, SANCTION IN RESPECT OF INDUSTRY.
- TUBE WELL AND RAW WATER TANKS IN RCC UNDERGROUND
- SOFT WATER TANKS IN RCC UNDERGROUND WITH COOLING TOWER FOUNDATIONS.
- LT POWER AT 415 V 50 CYCLES TO ENERGISE OUR PANELS. CLIENT TO COMPLETE ALL ELECTRICAL WORK WITH REGARD TO HT IE TRANSFORMER / GEN SET / MAIN CABLE WORK / MAIN PANEL / POWER FACTOR CORRECTION ETC.
- LIGHTING OF ALL BUILDING
- DRAINS AND WASTE DISPOSAL
- ALL INPUTS AND STAFF FOR OPERATION.
- STORAGE FOR THERMIC FLUID
- RAW OIL STORAGE , FULL OIL STORAGE / INTERMEDIATE WATER STORAGE TANK FOR BOILER FEED , BULK OIL STORAGE
- PACKAGING SYSTEM
- SOAP STOCK DISPOSAL
- LABORATORY ITEMS
- EFFLUENT TREATMENT PLANT
- WEIGH BRIDGE SECTION
- ANY OTHER ITEM NOT SPECIFICALLY MENTIONED IN OUR LIST.

UNITED OIL MILL MACHINERY & SPARES PVT. LTD.

D-133, OKHLA INDUSTRIAL AREA, PHASE - I, NEW DELHI - 110020, INDIA
PHONE : 91-11-26371201 / 26371202 / 26371203 FAX : 91-11-26371200
WEB SITE : www.umas-india.com E Mail : umas@vsnl.com

10 TPD DEWAXING SECTION FOR SUNFLOWER OIL

PROCESS DESCRIPTION

The dewaxing process is carried out to remove high melting waxes because of which the refined oil becomes cloudy at low temperature ambient conditions. Dewaxing consists in precipitating these waxes as crystals under given conditions of temperature and time.

Properly degummed / neutralized, bleached oil is heated to 50-60° C and charged in crystalliser vessel. In the end temp. is maintained 8-10° C in case of sunflower oil and finally mixture of separated crystals and oil mass is sent to the filters where wax is retained and refined dewaxed oil is sent to intermediate storage. At the end of the cycle filter cake is dried with air to recover as much oil as possible.

Crystallisers are provided with specially designed agitation which prevents formation of coating of wax layer in boundary wall. Refrigeration system is used to chill water/brine solution which in turn used as Cooling Medium Crystallisers

UNITED OIL MILL MACHINERY & SPARES PVT. LTD.

UMAS

D-133, OKHLA INDUSTRIAL AREA, PHASE - I, NEW DELHI - 110020, INDIA
PHONE : 91-11-26371201 / 26371202 / 26371203 FAX : 91-11-26371200
WEB SITE : www.umas-in.com E Mail : umas@vsnl.com

10 TPD DEWAXING SECTION FOR SUNFLOWER OIL

- | | | | |
|----|-------|-----------------------|--|
| 1. | 1 No. | CRYSTALLISER | Cylindrical vertical tank with conical bottom made in Mild Steel equipped with limpet coils, connections for inlet and outlet, slow RPM agitator. Capacity 6.5M3 |
| 2 | 2 Nos | PUMPS (1 + 1 standby) | Positive displacement pumps of suitable capacity in CI construction with wetted components in SS construction complete with Base frame, Motor and Coupling. |
| 3 | 1 No | FILTERS | Plate & frame filter, CI Structure with PP plates & frames 30" x30" x 30 plates |
| 4 | 1 No. | TANK | Dewaxed oil storage tank of cylindrical vertical design with flat ends of suitable capacity 5M3 Capacity |
| 5 | 1 No. | PUMP | Centrifugal pump in CI Construction complete with baseframe, Motor and coupling. |
| 6 | 1 No. | CHILLING PLANT | Suitable capacity. Complete with motor, chiller, air cooler, water circulation pump. |
| 7 | 1 No. | WAX CAKE TANK | Rectangular tank made in MS Construction equipped with steam jacket 1 M3 etc. |

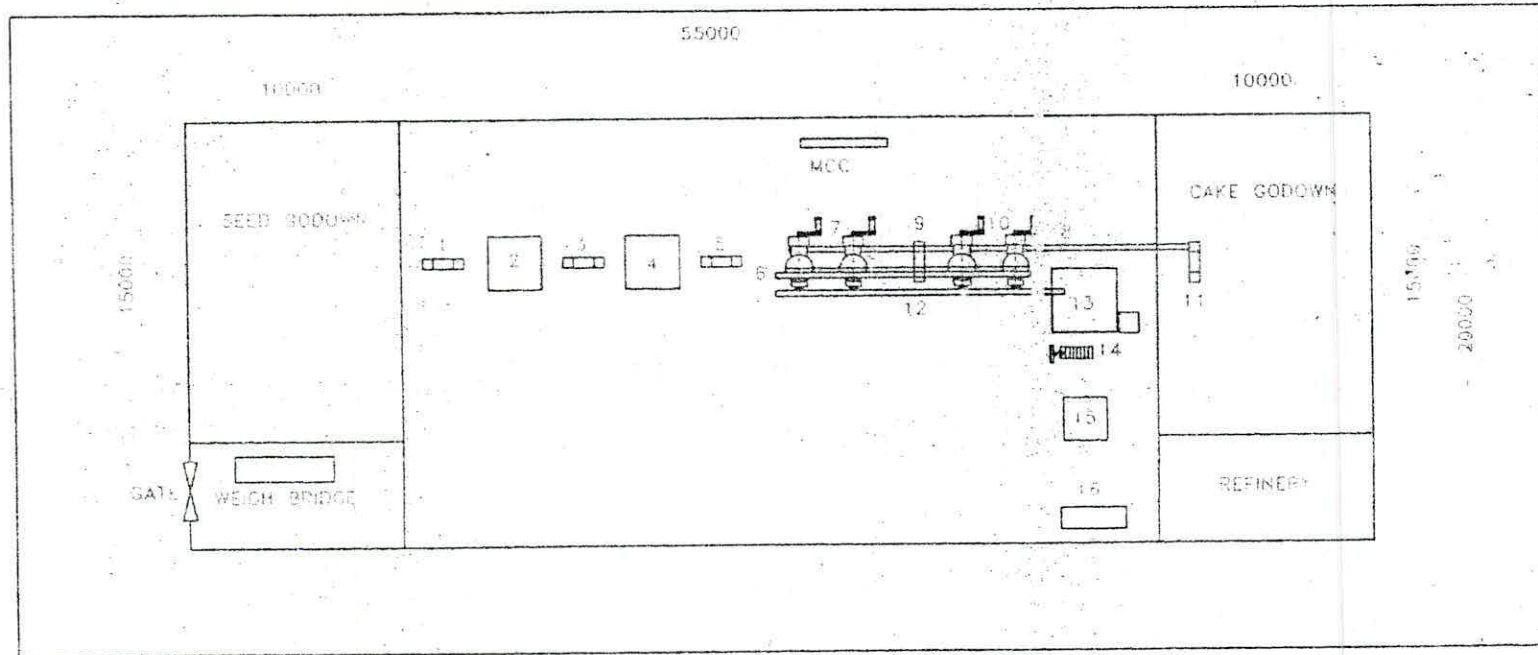
UMAS

UNITED OIL MILL MACHINERY & SPARES PVT. LTD.


D-133, OKHLA INDUSTRIAL AREA, PHASE - I, NEW DELHI - 110020, INDIA
PHONE : 91-11-26371201 / 26371202 / 26371203 FAX : 91-11-26371200
WEB SITE : www.umas-india.com E Mail : umas@vsnl.com

- | | | |
|----|-------|---|
| 8 | 1 No. | WAX PUMP
Positive displacement pump of suitable capacity in CI Construction complete with Base frame , motor and coupling |
| 9 | 1 Set | ELECTRICAL MCC PANEL WITH MIMIC, CABLES, PUSH BUTTON REMOTE , CABLE TRAYS ETC |
| 10 | 1 Set | INSULATION
Complete with insulation of required plant components, pipelines wherever required in glass wool with wire netting with 26 SWG pipe aluminium cladding |
| 11 | 1 Lot | PIPING, VALVE FITTINGS
One set Valves for oil, water line etc,
Pipe fittings like elbow, tees and bends, nipples, flanges, as required for the above plant and machinery. |
| 12 | 1 Set | INSTRUMENTS / GAUGES |

LAYOUT FOR 50 T.P.D COTTON SEED (SINGLE PRESS)
 LAYOUT FOR 25 T.P.D SUN FLOWER SEED (DOUBLE PRESS)



S.N.	DESCRIPTION	QTY.	S.N.	DESCRIPTION	QTY.
1	SEED ELEVATOR	1	9	ELEVATOR	1
2	SEED CLEANER	1	10	ASHOKA MK-3	2
3	ELEVATOR	1	11	CAKE ELEVATOR	1
4	DISINTEGRATOR	1	12	OIL CONVEYOR	1
5	ELEVATOR	1	13	UNFILTERED OIL TANK	1
6	OVERHEAD CONVEYOR	1	14	FILTER PRESS 24"x24"x24	1
7	ASHOKA MK-3	1	15	FILTERED OIL TANK	1
8	CAKE CONVEYOR	1	16	BOILER	1

 UNITED OIL MILL MACHINERY & SPARES P. LTD. 39 K.M., MATHURA ROAD, BALLABGARH			
CUSTOMER:			
ALL DIMENSIONS ARE IN MM/INCHES		BELONGS TO :	
DRN.	M.S. SINHA	MATERIAL	WEIGHT(KG.)
CHKD.		TITLE LAYOUT FOR 25 T.P.D SUN FLOWER OIL MILL	
APPD.			
DATE	02-06-11		
SCALE	N.T.S.	DRG. NO. UMMS-00-004D	

TANZANIA



Certificate of Incorporation

Section 15

No 74979

I HEREBY CERTIFY THAT

EMERGENT AFRICA 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 11TH day of FEBRUARY

TWO THOUSAND AND TEN

Asst. Registrar of Companies

C.TIN.: 0742026



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION

FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 133 OF THE INCOME TAX ACT NO. 11 OF 2004)

THIS IS TO CERTIFY THAT

EMERGENT AFRICA LIMITED.

has been registered with the Tanzania Revenue Authority and assigned the Taxpayer

Identification Number

109-510-629

with effect from 01-03-2010


JOANNES N. A. MALLY

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THE REQUIREMENTS UNDER WHICH UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF

JAMHURI YA MUUNGANO WA TANZANIA
WIZARA YA ARDHI NA MAENDELEO YA MAKAZI

Anwani ya Simu "ARDHI
Simu: 022 2121241- 9
Makao Makuu)



Ofisi ya Msajili wa Hati
Kanda ya Ziwa
S.L.P 1101
Mwanza

Simu 028 2502012 (Mwanza)

Unapojibu tafadhali taja:

Kumb. Na. LR/MZ/T. 132296/4

19/05....., 2011

Ndugu: EMERGENT AFRICA
LIMITED
P.O. BOX 415
NZEGA

Ndugu,

Yah: SHERIA YA USAJILI WA ARDHI (SURA 334)
HATI NA. 32296 L.O. NA. 40373 &
KIWANJA NA. 366 KITALU 'Z'
SAGARA NZEGA URBAN AREA.

Hapa nafungasha hati yako ya kumiliki ardhi iliyotajwa hapo juu.
Tafadhali saini fomu Na. L.R. 53 iliyoambatanishwa na hati yako.

Wako ndugu,
Mtumishi mtiifu,

Magoni

Kny: MSAJILI WA HATI
MSAIDIZI MKUU
MWANZA

32296

R.C. 2011
10:30a



M. Mwayi
Asst. Registrar of Land

LAND FORM NO.22

Stamp Duty No.	906
Land Revenue Receipt No.	39907
of	02-04-2011
price	M. Mwayi Assistant Registrar of

ORIGINAL No. 1006
Recd. 07/04/2011
M. Mwayi
price

UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
(NO.4 OF 1999)
CERTIFICATE OF OCCUPANCY
(Under section 29)

Title No. 32296
L.O.NO/403738
L.D.NO/NZ/7987

The 14th Day of May 2011

THIS IS TO CERTIFY that EMERGENT AFRICA LIMITED of P.O.BOX 415, A
Liability Company Registered and Incorporated Under the Companies Act, 2002
MWAZEGA.....

hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter
called "the Right") in and over the land described in the schedule here to (hereinafter
called "the Land") for a term of Thirty Three years from the first day of January Two
Thousand and Eleven according to the true intent and meaning of the Land Act and
subject to the provisions thereof and to any regulations made there under and
any enactment in substitution therefore or amendment thereof and to the
existing special conditions.

The Occupier having paid rent up to the thirtieth day of June, 2011 shall
hereafter pay a rent of shillings Twenty One Thousands Three Hundred Thirty
only: (Tshs 21,330/=) a year in advance on the first day of July in every year on
the term without deduction PROVIDED that the rent may be revised by the
Commissioner for Land.

The Occupier shall:

Be responsible for the protection of all beacons on the land
for the term of the Right. Missing beacons will have
to be replaced in accordance with the above provisions.

SCHEDULE

ALL that known as Plots No 366 Block "Z" situated at Sagara Nzega urban Area containing an area of Two Thousand One Hundred Thirty Three (2133 sq.m.) square metres shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 59623 deposited at the Office of the Director for Surveys and Mapping at Dar es salaam.

Given under my hand and my official seal the day and year first above written.



Asst
COMMISSIONER FOR LANDS

I, the within-named that EMERGENT AFRICA LIMITED hereby accept the terms and conditions contained in the foregoing certificate of occupancy.

SEALED with the COMMON of the said EMERGENT AFRICA LIMITED and derived in the presence of us.

This day of 2010

Business's

Signature:
Postal Address:
Identification:

Signature:
Postal Address:
Identification:



(ii) Do everything necessary to preserve the environment and
Protect the soil and prevent soil erosion on the land and to
All things, which may be required by the authorities
Responsible for environment and to achieve such objective:

(iii) Erect on the land building(s) (hereinafter called "the buildings") in
permanent materials designed for use in accordance with the
Conditions of the right and the same shall be maintained in good
order and repair throughout the term which shall conform to the
building line (if any) decided by the Nzega District Council
(hereinafter called "the Authority");

(iv) Within six months from the date of Notification by the Authority
after approval of the plans begin building on the land in accordance
with such plans and specifications:

(v) Approval of plans of any buildings by the Authority shall not imply
that the construction of such building(s) will satisfy the occupier
obligation under the condition of the right and shall not imply
waiver or modification of any conditions in the right:

3. User:

The land and the building(s) to be erected thereon shall be used for
Commercial/Residential purposes only: Use Group "B" use Classes
"a" "c" and "d" as defined in the Urban Planning Act No.8 of 2007 (use
classes) Regulations, 1960 as amended in 1993.

4. The Occupier shall not assign the right within three years of the date hereof
without the prior approval of the Commissioner.

5. The Occupier shall deliver to the Commissioner notification of disposition in
prescribed form before or at the time the disposition is carried out together
with the payment of all premia, taxes and dues prescribed in connection with
the disposition.

6. The President may revoke the right for good cause in public interest.

NZEGA URBAN AREA

INSET SHOWING DETAIL OF

32 SQUARE METRE AREA

BLOCK 72

PLOT NO. 366

L.O. NO. 403738

AREA 2133 M²

