



THE UNITED REPUBLIC OF TANZANIA  
 PRIME MINISTER'S OFFICE  
 TANZANIA INVESTMENT CENTRE

FILE BEGINS		ENDS		PART	
FILE TITLE		CONFIDENTIAL		FILE NUMBER TICC	
PP-10/42540		PP-10/42540		042540	
INDEX HEADINGS					

Officer or Section	For Action F/M	Initials	Date	Action taken vide F/M	Officer or Section	For Action F/M	Initials	Date	Action taken vide F/M	Officer or Section	For Action F/M	Initials	Date	Action taken vide F/M

PART  
FILE NUMBER  
TICC

—  
LANTRAK (I) Co. Ltd

# MINUTE SHEET

Dokezo  
No. 1.0

Ag. EXD *done* *22/10/2013*

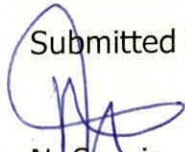
The approved project has fulfilled the investment requirements, which are: -

(a) Minimum finance investment threshold has been exceeded, the project expects to invest *US\$ 2.0M*.....

(b) Legal entity has been incorporated under certificate No. *77081*..... of *24/06/2010*.....

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. Senzia  
**DIF**

17<sup>th</sup> October, 2013

2.0

## EXD

In response to the TIC letter of registration dated *11<sup>th</sup> October 2013*.....

the project has submitted the required documents namely: -

(a) Company Board Resolution.

(b) Reference letter/Financing from *KCB Bank LTD*.....

(c) *Lease Agreement as evidence of land.*.....

With the above submission EXD is requested to sign Certificate of Incentives No. *042540*..... herein attached.

APPROVED BY EXD

Sign: *[Signature]*

Date: *25/10/13*



DIF

*20/11/2013*

# MINUTE SHEET

Dokezo  
No.

042540

Unclaimed refund beyond three years will be forfeited



# TANZANIA INVESTMENT CENTRE

Shaaban Robert Street, P.O. Box 938, Dar Es Salaam, Tel. +255 22 2116328-31, Fax: +255 22 2118253

RECEIPT REC01123

No. 007212

Received from : LANTRACK TANZANIA LTD

Address PLOT Na388A Kawe Beach, P. O. Box 80163, Dar Es Salaam

Received the sum of (In words): ONE THOUSAND AND ZERO CENTS ONLY



Being payment in respect of : CERTIFICATE OF INCENTIVES

Amount : USD 1,000.00

Cash / Cheque No: D/Deposits  
Date : 24-Oct-2013

BUisso  
Receiving Officer

5

Aug '11

53980

①

# LANTRACK (T) COMPANY LIMITED

P.o.box 80163.Web;www.lantrack.com . Phone 0769895054.

LANTRACK (T) COMPANY LTD,

P.O.BOX 80163,

KAWE BEACH AREA,

DAR ES SALAAM.

23/09/2013

THE EXECUTIVE DIRECTOR,

TANZANIA INVESTMENT CENTRE

P.O.BOX 938,

DAR ES SALAAM,

TANZANIA.



Dear Sir/Madam

**RE: APPLICATION FOR TANZANIA INVESTMENT CENTRE CERTIFICATE.**

Reference is made to the above heading

Lantruck (T) Ltd would like to apply for a certificate of TIC for registering a new project for Construction of Machinery Assembly. Our investment started with 2 million USD and at the same time we have committed to improve the local economy and providing employment to the local individuals.

So, may you kindly help us to take this letter as office consideration? We are hereby attaching all the documents as it is concerned.

With regards,

.....

LANTRACK (T) LTD.



9403

11413



# 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](mailto:information@tic.co.tz)  
Website: [www.tic.co.tz](http://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 Zhang Ke  
(director/directors/agent of LANTIRACK (T) COMPANY LIMITED  
(name of business enterprise) apply for registration of TIC CERTIFICATE

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 KIWE BEACH, KINNDON  
DAR ES SALAAM

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 KIWE BEACH, KINNDON, DCM

4. The Principal Officers of the Company are 1) JIAN LIU  
2) ATE ZHANG

5. Auditors of the Company are TO BE APPOINTED

6. The authorized share capital of the Company is Tshs./US\$ 400,000,000/-

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

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

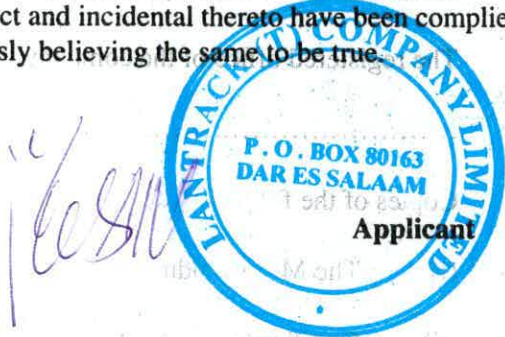
I/We enclose a cheque/cash made payable to the Tanzania Investment Centre for Tshs./US\$ 1000/- Being the Registration Fees. **In the event this application is unsuccessful we understand that this fee will not be refunded.**

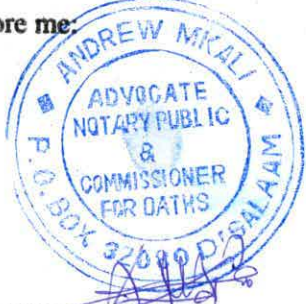
I, Zhang Ke of Post Office Number 80163

DSM do solemnly and sincerely declare that I am a director/duly authorized agent of LANTRACK (T) COMPANY LIMITED

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

Declared at Dar es Salaam }  
 The 2 day of Oct 2013 }



Before me:  
  
 Commissioner for Oaths

**APPLICATION SUMMARY**

Company Name: LANTRACK (T) COMPANY LIMITED

Certificate of Incorporation Number: 77081 Status: NEW

Certificate of Incorporation Date: 24<sup>th</sup> JUNE 2010

Post Box: 8063

Town: DARES SALAM

Sector: Manufacturing Sub-Sector: Assembling of heavy construction equipment

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity	Local Equity	Foreign Loan	Local Loan	TOTAL
<u>100,000</u>	<u>—</u>	<u>1,900,000</u>		

Project Objectives: To establish heavy construction equipment assembling plant

Capacity: 10 units per month

Employment: Foreign: 5 Local: 20 Total: 25

Implementation Period: 3 YEARS

**Project Location**

Site/Plot/Block No.: PWT NO 388A KWE

Street: KWE District: KINONDINI Region: DSM

(Attach sketch map showing project location)

Shareholders	Nationality	%
<u>JIAN LIU</u>	<u>CHINESE</u>	<u>50%</u>
<u>WE ZHANG</u>	<u>CHINESE</u>	<u>50%</u>
.....	.....	.....
.....	.....	.....
.....	.....	.....

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

Land/Building	..... 400,000 .....
Plant	..... 1,100,000 .....
Vehicles	..... 150,000 .....
Furniture & Fittings	..... 2,000 .....
Pre-expenses	..... 46,000 .....
Others	..... — .....
Working Capital	..... 300,000 .....
<b>TOTAL</b>	..... 2,000,000 .....

**Contact Details:**

Name: ..... Title: Director .....

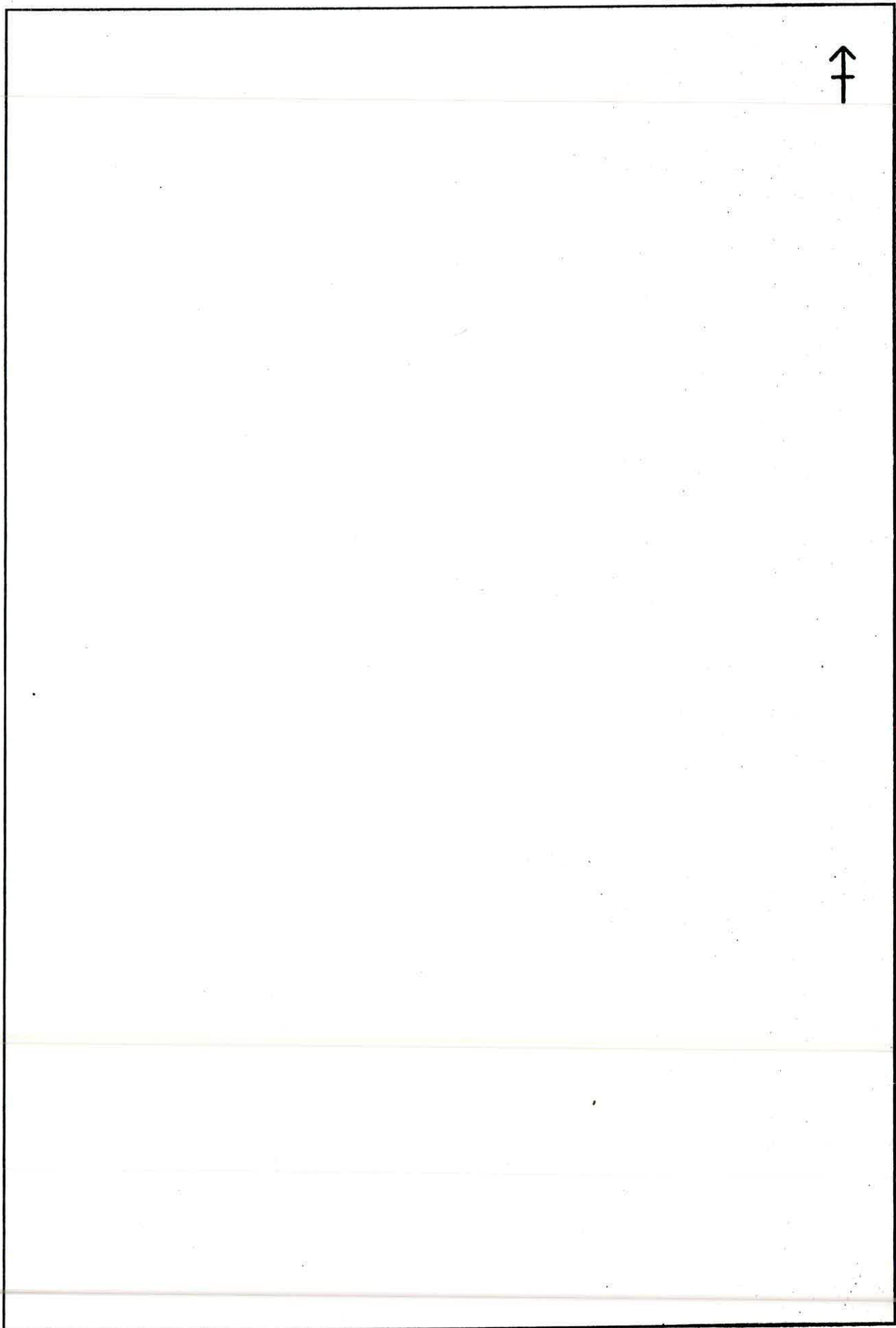
Telephone: +255769895054 ..... Fax: .....

Email: .....

**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





**THE COMPANIES ACT, 2002**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**LANTRACK (T) COMPANY LIMITED**

**Incorporated at this .....day of.....2010**

**DRAWN BY:  
JIAN LIU  
(SUBSCRIBER)  
P.O. BOX 80163  
DAR ES SALAAM**

THE COMPANIES ACT 2002  
COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION

OF

LANTRACK (T) COMPANY LIMITED

1. The name of the company "LANTRACK (T) COMPANY 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 assist infrastructure development by providing services, import of heavy construction equipments and mining equipments, to provide machinery, supply and hire of such machinery to mining, construction and related industries.
  - (b) To carry on the business of importers, exporters, provisional merchants, stockists, wholesalers, retailers, buyers, sellers and dealers in all types of heavy duty equipments, spare parts and equipments.
  - (c) To carry on the business of manufacturing/assembling of construction equipments, industrial related plants and machinery, diesel, electrical power generators, solar power, wind powered and domestic type electricity generators.
  - (d) To trade and offer computerized services, data storage, information communication and intellectual property trans border data flow, repair and processing services, international leasing of machinery and chartering of transport equipments.
  - (e) To provide maintenance and service to construction equipments and mining equipment and all diesel powered plants.
  - (f) To engage in and or otherwise carry on the business of electrical contractors, electrical services, wiring, installations, electrical gensets, telecommunication towers, domestic and industrial electrification, manufacturers, sellers, buyers of electrical and electronic appliances, components, parts and equipment and professional consultants in electricity.
  - (g) To carry on the business of dealers and servicing of electrical industrial machinery, agricultural machinery, office machines and equipment and carry on business of electrical machines rewinding and service.
  - (h) To engage in and carry on the business of electrical engineers, domestic and sanitary engineers, electronic engineers and provide engineering services generally of whatsoever nature.
  - (i) 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.

3500/- 23/06/10  
8168  
Stamp Duty Shs. 5000/-  
PAID ON ORIGINAL  
Receipt No. 8163 of 23/06/10  
Stamp Duty Office

- (j) To carry out the business of providing technical and allied services in the field of welding, metal fabrication, non destructive testing, quality assurances, and to provide consultancy in technical services, oil storage tank erections and all other businesses which can be carried out in connection to the above.
- (k) To carry on the business of importers, exporters provisional merchants, stockists, wholesalers, retailers, buyers, sellers and dealers in all types of agricultural machinery, implements and equipments, plants and machinery, buses, motor cars, trucks spare parts, tyres and tubes, tools and accessories for all types of automotives, motor vehicles and all kinds of industrial project machinery and equipments, electrical goods, electronic goods, leather goods, televisions sets, video cassettes, telefax, telex and accessories, computers, office equipments, stationery and domestic appliances.
- (l) To build, construct, alter, improve, enlarge, repair, maintain, develop, demolish, remove or replace and to work, manage, carry out or control works of all descriptions, including but not limited to offices, factories, mills, warehouses, shops, stores, garages and other buildings, roads, machinery and plants, which may, in the opinion of the Directors of the Company, be likely to advance directly or indirectly the Company's interests; to clear sites for the same; to contribute to, subsidise or otherwise assist in the building, construction, alternation, repair, improvement, enlargement, maintenance, development, demolition, removal, replacement, working, management, carrying out or control.
- (m) To engage and or carry on the business of general civil works, engineering, buildings, road constructions renovations, office partitioners, decoratories, maintainers of dilapidated buildings, plumbing, furniture manufactures, suppliers and exporters, residential and office furnishers and general to be designers and fabricators of all kinds of gadgets whatsoever, to be timber processors, sawmillers and suppliers of all kinds of timber to be hardware and building materials suppliers, manufactures of electrical equipments and suppliers of same, agriculture and irrigation farming.
- (n) To carry on the business of building contractors, mansory and general construction contractors and among other things to construct, execute, carry out, equip, improve, work and advertise railways, tramways, docks harbours, sharves, canals, water-courses, irrigations, reclamations, sewage, drainage and other sanitary works, water, gas, electric and other supply works, houses building and erections of every kind.
- (o) To carry on the business of importers, exports, general merchants, general store-keepers, universal providers, wholesale and/or retail traders, dealers of weighing scales, inkjet technology, moisture analysis, lab equipment, solar technology, hardware, piece wood, paints, glassware, crockery, cutlery, ironmongery, turners and other household fittings and requirements, other articles and commodities of personal, household use and consumption provisions, textiles, groceries, medicines, drugs, wines spirits, liquors, chemical, surgical, option, photographic and other instruments, apparatus and materials, motor vehicles, automobiles and generally in all manufactured goods of all types and merchandise of all kinds.
- (p) 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.

- (q) To carry on the business of property developers and real estate developers, to act as planners designers, builders, contractors, renovators, decorators, landscapers, promoters, owners, sellers, buyers of all type of properties, lessors and lessees of residential houses, public houses, office blocks, apartments, housing estates, shopping malls, arcades, entertainment houses, leisure centers, leisure parks, factories, industrial buildings, warehouses, depôts, god owns, parking lots, shelters of all kind as well as finance farms, farm management, agricultural and carry out related projects, implementation, firm or corporation or any assignment undertaken by the Company and all other related activities.
- (r) To carry on the business of real estate agents, property managers, and realty administrators of buildings, services of letting or valuation, builders, contractors for construction works, renovation, decoration and demolition and to purchase otherwise acquire land for houses, offices, workshops and building premises.
- (s) To purchase, take on lease, option or license, exchange or otherwise acquire in any part of the world ranches farms, lands, concessions, estates, plantations and properties and to cultivate, improve, manage, develop or otherwise turn to account, deal with or dispose of the same in any manner whatsoever, and likewise to acquire and deal with any agricultural, ranching, grazing, plantation, forest, fishing and trading grants, licenses, concessions, options rights or privileges.
- (t) To carry business on all or any of the business of manufacturers, representatives, importers, exporters, buyers and sellers (both wholesale and retail) insurance agents, land agents, general merchants, traders and manufacturers and dealers in and agent and representatives for goods, merchandise, materials, furniture, furnishings appliances, equipment, machinery, stores, products, provisions, commodities, substances and effects of all kinds and to establish factories for the manufacture of any of them.
- (u) To carry on all or any of the business of stationers, printers, lithographers, stereotypes, electrotypes, engravers, photographic, printer, photo lithographers, typesetting machines operators, die sinker, envelope makers, book binders, account book manufacturers, machine, rulers numerical printers, paper makers, paper baffles and account book makers, box makers, flax and box file makers, cardboard manufactures, type founders, of dealers in playing, visiting, railways, festival invitation, dealers in or manufacturers or any other articles or tings or character similar or analogous to the foregoing or any of them or connected therewith and to deal in the manufacture of and sell by wholesale or retail of school chinks, and secretarial services.
- (v) To carry on the business of clearing and forwarding agents, commission agents, transporters, freighters, haulers, 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 contractor and transporters by any means of conveyance of people and goods in Tanzania and the neighboring countries and in such other place or places as may from time to time determined by the company, engage in and or otherwise carry on the business as transporters and transport agents, freight forwarders.
- (w) To carry on the business of architectural work and technical drawings on building and contractors, mansory and general construction contractors and were necessary to give consultation on the same.

- (x) To carry on the business as traders, suppliers, general merchants, importers, exporters, 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, salts, foodstuffs, cosmetics, oils, paints, spirits sheets, hinges, screws, iron mongery, textiles piece goods, all types of leather goods, shoes, bags and other similar goods.
- (y) To promote tourism in Tanzania and elsewhere in Africa, to carry on business of travel and tourist agents and tour operators, to promote facilitate traveling to organize 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.
- (z) To carry on the business as general food processors packers and suppliers, to be general suppliers of hard foods stuffs and agricultural crops, to be grain millers and food mixers to be general exporters of fresh fruits vegetables and flowers, to act as agents of buying and selling all kinds of motor vehicles, General supplies, buying and selling building hardware of every description, electrical appliances, lease.
- (aa) 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.
- (bb) To carry on all or any of the business of transport, carriage and haulage contractors, owners and charter of road vehicles, aircraft and 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 Africa or Europe or Asia and or any other foreign country.
- (cc) To carry on all any of the wholesale and/or retail as gemstones merchants, jewelers and/or dealers in and/or buy, sell market import export and/or general deal in all or any kinds of gemstones precious and semi-precious stones, gold silver and precious metals of whatsoever kind or description.
- (dd) To purchase, take on lease and otherwise acquire for investment or resale any estate, land, buildings, easements and other rights and interests in immovable property or any tenure in Tanzania and elsewhere and to sell let or lease exchange or otherwise dispose of or grant rights over any immovable property, belong to the company.
- (ee) To accept payment for any property or rights sold or otherwise disposed or dealt with by the company either in cash, by installment or otherwise or in fully or partly paid up shares of the company or corporation, with or without deferred or preferred or guaranteed rights.

- (ff) To carry any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with the above business or the general business of the company.
- (gg) To establish financial and development projects of all types.
- (hh) To receive money or deposit or loan and borrow or raise money in such manner as the company shall think fit; and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the company (both present and future) including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person or company as the case may be.
- (ii) To draw, make accept, endorse, discount execute and issue promissory notes, bills of exchange, bills of lading, warrants dentures and other negotiable or transferable instruments.
- (jj) To act as agents for the sale and purchase of any stocks shares or securities or for any other monetary or mercantile transactions.
- (kk) To act as executors and trustees of wills and settlements made by customers and others and undertake and execute trusts of all kinds.
- (ll) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either or though agents, sub-contractors, trustees and otherwise.
- (mm) To remunerate any person, firm or company rendering services to this company, whether by cash payments or by allotment to him or them of shares or securities of the Company credited and paid in full or in part, otherwise.
- (nn) To accept for safe custody and keep for customers of the company all kinds of securities valuables and things.
- (oo) To lend money on any terms that may thought fit, and particularly to customers or other person or corporations having dealing with societies and to give any guarantees that may be expedient..
- (pp) To advance money to shareholders in the company, and other to the purpose of enabling the person borrowing the same erect or purchase, or enlarge or repair any house or building or to purchase the fee simple or any less estate or interest in, or to take a demise for any term or terms of years of any freehold or leasehold property upon such terms and conditions as the company may think fit.
- (qq) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (rr) To distribute among the members in pieces any property of the company, or any proceeds of sale or disposal of any property of the company.
- (ss) To draw, make, accept, endorse, discount execute and issue promissory notes, bills of lading, warrants, debentures and negotiable or transferable instruments.

- (tt) To act as agents or brokers, and as trustees for any person firm or company, and to undertake and perform sub-contracts and also to act in any other business of the company through or by means of agents, brokers, sub-contractors or others.
- (uu) To obtain any provisional order, ordinance or act of Parliament for enabling the Company to carry any of its objects into effect, or for affecting any modification of the Company's constitution, or any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the company's interest.
- (vv) To take or otherwise and hold shares in any other company having objects altogether or in part similar to this company, or carrying on any business capable of being conducted so as directly or indirectly to benefit the company.
- (ww) To transact or carry on all kinds of Agency business and in particular in relation to the investment of money, the sale of property, and the collection and receipt of money.
- (xx) To do all other things as may be deemed incidental or conducive to the attainment of the objects or any of them.

And it is hereby declared that:-

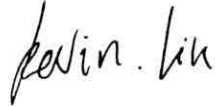

The word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated, and whether domiciled in the United Republic of Tanzania or elsewhere.

The objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no way be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph of the name of the Company but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of the separate and distinct company.

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 Shillings 450,000,000/= divided into 100 shares of Shillings 4,500,000/= 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	SIGNATURE
JIAN LIU P.O. BOX 80163 DAR-ES SALAAM	50	
KE ZHANG P.O. BOX 80163 DAR ES SALAAM	50	

Dated at DSM this 23<sup>rd</sup> day of JUNE 2010

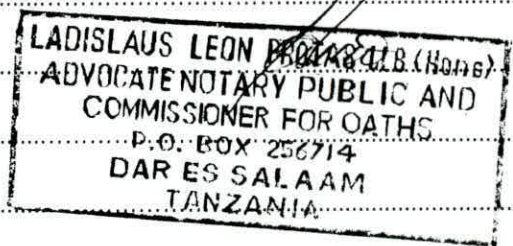
**Witness** to the above signatures:-

Name : .....

Signature : .....

Postal Address : .....

Qualification : .....



THE COMPANIES ACT, 2002  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
LANTRACK (T) COMPANY LIMITED  
INTERPRETATION

Stamp Duty Slip. 5000/-  
PAID ON ORIGINAL  
of 23/06/10  
Receipt No. 8168  
Stamp Duty Office

1. In these articles:-

"the Act" means the Companies Act;

"the articles" means the articles of the company;

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"the seal" means the common seal of the company;

"Secretary" shall mean any person appointed to perform the duties of Secretary of the Company;

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photograph, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these articles become binding on the company.

**PRIVATE COMPANY**

2. The Company is a Private Company and accordingly:-

- (a) The right to transfer shares is restricted in manner hereinafter prescribed.
- (b) The number of members of the company (exclusive of persons who are in the employment of the Company and of persons who have been formerly in the employment of the company while in such employment to be the member of the company) is limited to fifty, provided that where two or more persons hold one or more shares in the company jointly they shall for the purpose of this regulation be tested as a single member.
- (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
- (d) The Company shall not have power to issue share warrants to bearer

**MEMBERS**

3. The number of members with which the company proposes to be registered is two but the directors may from time to time register an increase of members.

4. The subscribers to the memorandum of association and such other persons as the directors shall admit to membership shall be members of the company.

#### **GENERAL MEETINGS**

5. 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 notice calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the company 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 place, as the directors shall appoint.

6. All general meetings other than annual general meetings shall be called extraordinary general meetings.
7. The directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by section 133 of the Act. If at any time there are not within the Tanzania sufficient directors capable of acting to form a quorum, any director or any two members of the company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meeting may be convened by the directors.

#### **NOTICE OF GENERAL MEETINGS**

8. Every general meeting shall be called by twenty-one clear days' notice in writing at the least. The notice shall specify the place, the day and hour of meeting and, in case of special business, the general nature of that business:

Provided that a meeting of the company shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it so agreed:-

- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
  - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representation not less than ninety – five percent of the total voting rights at that meeting of all the members.
9. Subject to the provisions of the articles, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors. The accidental omission to give notice of a meeting to, or the non receipt to notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### **PROCEEDING AT GENERAL MEETINGS**

10. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the directors and auditors, the election in the place of those retiring and the appointment of, and the fixing of the remuneration of the auditors.

11. 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; two persons, entitled to vote on the business to be transacted, each being a member or a proxy for a member or a duly authorized representative of a corporation, shall be a quorum.
12. If within half an hour from the time appointed for the meeting quorum is not present, or if during the course of a meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the directors may determine.
13. The Chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the general meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the directors present shall elect one of their members to be chairman of the meeting and, if there is only one director and willing to act, he shall be chairman.
14. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their member to be a chairman of the meeting.
15. 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 which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice of the adjourned meeting shall be given specifying the time and place of the meeting and the general nature of the business to be transacted. 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.
16. 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 demand):-
  - (a) by the chairman; or
  - (b) by at least (three) members present in person or by proxy; or
  - (c) by any member or members present in person or by proxy and representing not less than one – tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to the effect in the book containing the minutes of proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may, before the poll is taken, be withdrawn.
17. Except as provided in article 18, if a poll is duly demand it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demand.

18. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.
19. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time as the chairman of the meeting directs, and any business other than upon which a poll has been demanded may be proceeded with pending the taking of the poll.
20. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall have effect as if it had been passed at a general meeting duly convened and held, and consist of several instruments in the like form each executed by or on behalf of one or more member.

### VOTE OF MEMBERS

21. Each share shall constitute one vote.
22. A member in respect of whose estate a manager has been appointed under section 26 of the Mental Diseases Ordinance, may vote, whether on a show of hands or on a poll, by his said manager, and any such manager may, on a poll, vote by proxy.
23. No member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the company have been paid.
24. On a poll votes may be given either personally or by proxy.
25. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or, if the appointer is a corporation, either under sea) or under the hand of an officer or attorney duly authorized. A proxy need not be a member of the company.
26. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the company or at such other place within the Territory as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting of adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
27. An instrument appointing a proxy shall be in the following form or a form as near hereto as circumstances admit:-
 

..... Limited

".....

I/We ..... of ....., being a member/ members of the above - named company, hereby appoint ....., of or failing him ..... of ....., as my/our proxy to vote for me/us on my/or behalf at the {annual or extraordinary, as the case maybe} general meeting of the company to be held on the ..... day of .....201....., and at any adjournment thereof.

Signed this ..... day of, .....201....."

28. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"..... Limited  
I/We ..... of ....., being a member/members of the above named company, hereby appoint of ....., of ..... or failing him ..... of ....., as my/our proxy to vote for me/us on my/our behalf at the {annual or extraordinary, as the case may be} general meeting of the company to be held on the ..... day of ..... 201....., and at any adjournment thereof.

Signed this ..... day of, ..... 201 ....."

This form is to be used\* in favour of/against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit.

\*Strike out which ever is not desire"

29. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
30. A vote given in accordance with the terms of an instrument of proxy, or poll demanded by proxy, or by the duly authorized representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at its registered office (or at such other place at which the instrument of proxy was duly deposited) before the commencement of the meeting or adjourned meeting at which the proxy is used.

#### CORPORATIONS ACTING BY REPRESENTATION AT MEETINGS

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

#### DIRECTORS

32. The Number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum of association or a majority of them and until such determination the signatories to the Memorandum of Association shall be the first directors. Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall be not less than two.
33. The following persons shall be first Directors to the Company:-  
**1. JIAN LIU**  
**2. KE ZHANG**
34. The remuneration of the directors shall from time to time be determined by the Company in general meeting. Such remuneration shall be deemed to accrue from day to day. The directors shall also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the company or in connection with the business of the company.

## BORROWING POWERS

35. The director may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking and property, 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 any third party.

## POWERS AND DUTIES OF DIRECTORS

36. Subject to the provisions of the Act, the memorandum and the articles and to any directors given by special resolution, the directors, who may exercise all the powers of the company, shall manage the business of the company. No alteration of the memorandum or articles and no such directions shall invalidate any prior act of the directors, which would otherwise have been valid. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
37. The directors may by power of attorney appoint any person to be the attorney or agent of the company for such purposes and on such conditions as they determine, including authority for the attorney or agent to delegate all or any of his powers.
38. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the directors shall from time to time by resolution determine.
39. The directors shall cause minutes to be made in 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 committees of the directors;
  - (c) of all resolutions and proceedings at all meetings of the company, and of the directors, and of committees of directors.

## DISQUALIFICATION OF DIRECTORS

40. The office of director shall be vacated if the directors:-
- (a) Without the consent of the company in general meeting holds any other office of profit under the company; or
  - (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (c) Ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director; or
  - (d) Becomes of unsound mind; or
  - (e) Resigns his office by notice in writing to the company; or
  - (f) Is directly or indirectly interested in any contract with the company and fails to declare the nature of his interest in manner required by the Act.

A director shall not vote in respect of any contract in which he is interested or any matter arising thereat, and if he does so vote shall not be counted.

41. The company may by ordinary resolution appoint a person who is willing to act as director to fill a vacancy or be an additional director.

42. The directors may appoint a person who is to act to be a director, either to fill a vacancy or as an additional director, but so that the total number of directors shall not at anytime exceed the number fixed by or in accordance with these articles. Any director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election.
43. The company may by ordinary resolution, of which special notice had been given in accordance with section 144 of the Act, remove any director before the expiration of his period of office notwithstanding anything in the article or any agreement between the company and such director. Such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him and the company.
44. The company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding article. Without prejudice to the powers of the directors under article 40 the company in general meeting may appoint any person to be a director either to fill a vacancy or as an additional director.
45. Subject to the provisions of the articles, the directors may regulate their meetings as they think fit. Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting of directors to any directors who are absent from Tanzania.
46. The quorum necessary for the transaction of the business of the directions may be fixed by the directors, and unless so fixed shall be two.
47. The continuing directors may act notwithstanding any vacancy but, if and so long as their number is reduced below the number fixed by or pursuant to the articles of the 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.
48. The directors may appoint one of their members to be the chairman of the board of directors and determine the period of which he is to hold office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if no such chairman is appointed, or if he is unwilling to preside, 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 member to be chairman of the meeting.
49. The directors may delegate any of their powers to any committee consisting of one or more directors; any committees so formed shall in the exercise of the powers so to any such regulations, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.
50. All act done by a meeting of the directors or of a committee of directors or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director, or that any of them were disqualified from holding office, or hand vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and was entitled to vote.

51. A resolution in writing signed by all the directors entitled to receive notice of a meeting of the directors, or of a committee of directors, shall be as valid and effectual as if it had been passed at a meeting of the directors or {as the case may be} a committee of directors duly convened and held, and may consist of several documents in the like form each signed by one or more directors.

#### SECRETARY

52. 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 be removed by them.
53. A provisions of the Act or these articles requiring or authorizing 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

54. The seal shall only be used by the authority of the directors or of a committee of the directors authorized by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.
55. The directors shall cause proper books of account to be kept with respect to:-
- (a) all sums of money received and expended by the company and the matters in respect to which the receipt and expenditure takes place;
  - (b) all sales and purchase of goods by the company; and
  - (c) the assets and liabilities of the company.

Property books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and air view of the state of the company's affairs and to explain its transactions.

56. The books of account shall be kept at the registered officer of the company, or subject to section 151 (4) of the Act, at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.
57. No member shall (as such) have right of inspecting any accounting records or other book or document of the company except as conferred by statue or authorized by the directories or by ordinary resolution of the company.
58. The directors shall from time to time in accordance with sections 153, 155 and 150 of the Act, cause to be prepared and to be laid before the company in general meeting, such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.
59. In accordance with section 164 of the Act, the copy of the company's annual accounts to be laid before the company in general meeting together with a copy of the directors' report and the auditors shall not less than twenty - one days before the date of the meeting be sent to every member of, and every holder of debentures of, the company. Provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the company is not aware or to more than one of the joint holders of any debentures.

**AUDIT**

60. Auditors shall be appointed and their duties regulated in accordance with sections 170 to 179 of the Act.
61. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of directors need not be in writing. The company may give any notice to a member either personally or by sending it by post in a prepared envelope addressed to the member at his registered address, or by leaving it at that address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected at the expiration of seventy – two hours after the letter containing the same was posted. A member whose registered address is not within the Tanzania and who gives to the company an address within the Tanzania at which notices may be given him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company.

NAMES, ADDRESSES, AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN	SIGNATURE
JIAN LIU P.O. BOX 80163 DAR ES SALAAM	50	Kevin, Liu
KE ZHANG P.O. BOX 80163 DAR ES SALAAM	50	张科

Dated at Dsm this 23<sup>rd</sup> day of JUNE 2010

**Witness** to the above signatures:-

Name : .....

Signature : .....

Postal Address : .....

Qualification : .....

**LADISLAUS LEON PROTAS LLB (Hons)**  
 ADVOCATE AT LAW PUBLIC AND  
 COMMISSIONER FOR OATHS  
 P.O. BOX 256714  
 DAR ES SALAAM  
 TANZANIA

LANTRACK (T) COMPANY LIMITED

BUSINESS PLAN

FOR

ASSEMBLING OF HEAVY

CONSTRUCTION

EQUIPMENTS PROJECT

## 1.0 EXECUTIVE SUMMARY

### 1.1 Introduction

M/S LANTRACK (T) COMPANY LTD herein referred as a company is a locally registered company with a Certificate of Incorporation No. 77081 dated 24th June 2010. The directors of this company are two Chinese with vast international business experiences, operating various businesses in China and Tanzania

Through the years of research and innovation, the company shareholders have obviously created an advantage in the market network, product, technology and cost and established a unique enterprise culture. Having operated in China for many years the shareholders decided to establish physical presence in Tanzania by establishing project has mentioned above.

Shareholders have registered a new company in Tanzania and will work together with another very successful Chinese company in automobile industry

### 1.2 The Project

M/S LANTRACK (T) COMPANY LTD sets out a proposal for Investment in the establishment of a SKD heavy construction equipment assembling plant in Tanzania to be located at Plot

No. 388A, Kawe Beach Area, Kinondoni- Dar es Salaam. The company will import Machinery, Equipments and other facilities from China to facilitate establishment of the proposed project in the country. Depending on the market consumption rate, Initial assembling capacity is proposed to be 10 units per month; this capacity will increase gradually reaching 15 units per month in the fifth year.

This project will make available quality construction equipments that will be used for road constructions and high building

### 1.3 The Project Promoters

The project is being promoted M/S LANTRACK (T) COMPANY LTD, a newly registered company in Tanzania whose shareholders are as follows:

S/N	NAME OF SHAREHOLDERS	OF PERCENTAGE OF OWNERSHIP	NATIONALITY
1	Jian Liu	50	Chinese
2	Ke Zhang	50	Chinese

## 1.4 The Market

The Economic reforms which were undertaken in the economy from the mid 1980s increased the demand for transportation facilities for domestic and transit cargo. The following are some of the factors that contributed to such an increase in demand for these services in the country.

- Increased transit trade between Tanzania and its neighbors especially Uganda, Rwanda, Malawi, Burundi, and the Democratic Republic of Congo.
- Increased level of rehabilitation and expansion of roads
- General improvement in the national economy, especially the balance of payment which has made it possible for the Government to achieve greater capability to import critical products into the country;

These factors have lead to increase demand for good roads The reforms, which were introduced in the sector, aimed at influencing the inflow of and increased supply of both capital goods and other industrial products and their distribution in the country and beyond the national border. Tanzania therefore has a potential market for trucks. But all trucks are imported form outside the country making them very expensive to be afforded by most Tanzania. Furthermore Importation have to go

through a difficult and bureaucratic clearance procedures at the port. It is on this background that M/S LANTRACK (T) COMPANY LTD wishes to establish a assembling plant in the country in order to make available cheap, quality and stress free trucks. The company targets both domestic and export market particularly the East African market

## 2.0 THE PROJECT

### 2.1 Project Description

M/S LANTRACK (T) COMPANY LTD sets out a proposal for Investment in the establishment of a SKD construction equipments assembling plant in Tanzania.

Specific requirements for the project includes but not limited to;

- Mobilization of financial and Human resources for the project
- Acquisition and or construction of large Industrial premises for assembling processes and a yard for keeping and display the finished products
- Acquisition of complete assembling machinery and Equipment form china
- Procurement of office equipment namely: telephones, facsimile machine, personal computers, air conditioners

and installation of local area network at head company's head office

- To import Semi knocked down (SKD ) parts form china

### 2.3 Project Location

The proposed project will be located at Plot No. 388A, Kawe Beach, Kinondoni , Dar es salaam Region. The company has rented a factory premise big enough to accommodate complete assembling machinery and Equipment together with a yard for keeping and display of finished products

### 2.4 Marketing Strategies

The company target is to be a world well-known heavy duty construction equipment manufacturer proving customers with cleaner, energy-saving, safer and comforter. In order to realize this target the company insist on carrying out four strategies namely; Internationalization, technology ahead, high quality and low cost and regionalization to realize the internalization of products, market capital, mechanism, brand and talent and establish an international sustainable company with self-motivation, capability and core competitiveness.

## 2.5 SKD Assembling Process

- Set the two main assembly lines, an interior assembly, final assembly and installation of chassis assembly line; interior by plate transmission line assembly, chassis and final assembly line preceding use of land towline conveyor, later adopted tow-plate conveyor.
- With advanced technology and by function modular assembly principles set production line, using dashboards, doors, bumper, engine and front suspension, rear suspension first-packing, then the cable to reduce the main line of labour, there will be mainline working hours drop to a minimum to make use of the mainline working digits
- After the painting, the car is pushed back to the ground manpower vehicle body lines by hanging lifting; interior body assembled to end with their own lifting equipment hoist assembly area
- Frame with car assembly workshop by human pushed to corresponding station, the frame on the line by hanging lifting, frame chassis turning machines used turn to the process of assembly, engine on line by crane
- Packed boxes by hanging hoisting installation

- Brake fluid, air-conditioning hoisting installation
- Brake fluid, air-conditioning fluid filling the vacuum cycle using quantitative methods

### 2.5.1 Simple process

Interior Line

body line-harness-3machines-door 1-door 2-meter  
panels-glass

Chassis Line

Frame on line-harness, pipe-front suspension-rear axle-  
steering braking-turn-Engine parts-water tank-Exhaust-  
tank-car body

Final assembly line

Wheel-containers, bumper-water, fuel-test

Test line

Inspection-Wheel alignment test-Headlight adjustment test-  
sideslip test-speed test-Brake test-exhaust gas Analysis  
sound level measurement-Bottom check-primary  
inspection-Article decorative stickers-Air conditioning  
system leak-rain test- Final Inspection-road test -storage

### 3.0 MANUFACTURING SECTORS IN TANZANIA

Information provided under this section is obtained from the economic survey of 2009

#### **Sector Growth**

The growth rate of manufacturing activities was 9.9 percent in 2008 compared to 8.7 percent in 2007. The growth was attributed to increase in industrial production of food and milk; chemical and printing, and increased production of goods for export. The contribution of manufacturing activities to the Gross Domestic Product (GDP) increased to 9.4 percent in 2008 from 9.2 percent in 2007

#### **Small Enterprises**

In 2008, sensitization and dissemination of 19 new technologies to small enterprises was carried out, and led to manufacturing of 118 machines and 1,780 spare parts. The technologies disseminated to owners of small enterprises among others included: food processing; reduction of consumption trees and woods products for energy; packaging of processed foods; production of construction materials particularly bricks; manufacturing of lime and chalk; grinding of cooking oil from palm tree and manufacturing of soap and skin and hide processing.

In 2008, advisory services related to business development and production activities were provided to a total of 6,139 entrepreneurs. Likewise, 770 entrepreneurs were provided training in the following areas: processing of skin; chalk, cashew nuts, animal foods, bamboo, pottery and processing and preservation of foods. Out of those, 673 entrepreneurs were trained on food processing and 178 skin processing. Training on skin processing was undertaken in regions of Morogoro, Mwanza, Shinyanga, Tabora, Singida, Manyara, Arusha, Kagera and Morogoro. In addition, a total of six entrepreneurs' exhibitions were

Undertaken in 2008 whereby 1,269 entrepreneurs displayed and sell products worth shs 528 million. Likewise, 1,854 entrepreneurs obtained loans worth shs 1.2 billion providing a total of 3,669 new employments

### Production Cost

The cost of manufacturing production increased to shs 1,747,229 million in 2008 from shs 1,712,247 million in 2007, equivalent to an increase of 2.0 percent. The increase was due to rise in the cost of production particularly fuel.

## Production in Selected Industries

Generally, production in selected industries declined in 2008. The decline was due to rise in production cost, and suspension of production in steel; textile; and skin and hide industries.

In 2008, production to corrugated iron sheets decreased from 36,492 tons to 31,743 tons in 2007, equivalent to a decrease of 13 percent. Production of steel and steel products decreased from 52,163 tons in 2007 to 39,969 tons in 2008, equivalent to a decrease of 23.4 percent. Production of sisal ropes declined from 7,783 tons in 2007 to 7,012 in 2008, equivalent to a decrease of 10.1 percent. Production of sisal twines increased from 1,630 million tons in 2007 to 1,756 million tons in 2008, equivalent to an increase of 7.7 percent.

Production of wheat flour decreased from 406,336 tons in 2007 to 287,925 tons in 2008, equivalent to a decline of 29.1 percent. However, production of biscuits and spaghetti increased from 11,273 tons in 2007 to 15,435 tons in 2008, equivalent to an increase of 36.9 percent.

Production of beer declined from 310,194 million litres in 2007 to 291,178 million litres in 2008, equivalent to a decrease of 6.1 percent. Production of Kibuku brew declined from 10,320 million litres in 2007 to 10,235 million litres in 2008.

Equivalent to a decrease of 0.8 percent. Production of Konyagi declined from 5,622 million litres in 2007 to 4,049 million litres in 2008, equivalent to a decrease of 28 percent. However, production of cigarette increased from 5,821 million in 2007 to 6,101 million in 2008, equivalent to an increase of 4.8 percent.

#### 4.0 MANAGEMENT AND ORGANIZATION STRUCTURE

##### 4.1 Management

The company policy is to have adequate manpower to manage its operations efficiently.

M/S LANTRACK (T) COMPANY LTD believes in keeping on board only the very essential manpower strength, to develop them into highly motivated and sincere company team for the best and efficient operations of the company.

The company will have a team of qualified and experienced functional staffs in the areas of Operations, Marketing, and Finance & Administration.

##### 4.2 Management Policy

The day to day operations will be managed by the General Manager, to be assisted by production Engineers who will be in charge of assembling operations. The Company will employ other professionals in the areas of marketing, Finance, Human

Resources, logistics and supplies and others for smooth Implementation of the project

The General Manager will manage the company under the policy guidance of the Board of Directors

#### **4.3 Organizational Structure**

It is proposed that the company's operations be headed by the General Manger under who will assist the Production Engineer and other professional in the areas of Marketing, Finance, Human Resources, Logistics and Supplies, The General Manager will be functionally responsible for achieving the Business plan prepared every after five year. He will also be responsible for the entire function fot the company subject to policy guidance set. The Marketing officers will be responsible for both the domestic and export sales and marketing. The job responsibilities will include market planning and development, sales promotion and sales co-ordination.

#### **4.4 Manpower Requirement and Emoluments**

The estimated manpower requirement for the project is 25 people including 5 Chinese Engineers/Technician as shown below;

## 5.0 Project Investment Cost

The estimated capital investment cost of the project is US\$ 2m

### M/S COST STRUCTURE

PARTICULAR	US\$
Land and Buildings	400,000.00
Machinery & Equipment	1,100,000.00
Motor Vehicles	150,000.00
Furniture & Fittings	2,000.00
Pre expenses	48,000.00
Working Capital	300,000.00
<b>TOTAL</b>	<b>2,000,000.00</b>

## 5.1 Financing Pattern

The project will be financed by equity and loan from financial institutions

	US\$
Equity	100,000
Loan	1,900,000
<b>Total</b>	<b>2,000,000</b>

## 6.0 Financial Analysis

### 6.1 Considerations and Assumptions:

The corporate tax charged is 30% of the profits. Capital investment allowance is 50%. The capital assets are exempted from custom duty and Value Added Tax. The straight line method to depreciate the project's capital items has been applied, it is assumed to be 5% annual depreciation.

It is assumed that the major building raw material will be procured from local market and other will be imported. Revenues have been conservatively estimated based on experience of the promoters and trends in the Real estate industry.

8 years financial projections have been worked out

### 6.2 Financial Statements:

#### 6.3 Projected Rental Revenue

For projection purposes, it is assumed that the economic life of the project is 8 years, and that revenue from commercial building business commence from the first year of operation.

PROJECTED REVENUE

	1	2	3	4	5	6	7	8
Revenue	1,400,000	1,512,000	1,632,960	1,763,596	1,904,684	2,057,059	2,221,624	2,399,355

#### 6.4 Projected Profit and Loss Statement

The Income and Expenditure Statement shows the projected income for the 8 years period. The position depicted is that the project earns profit throughout its life. Accumulated after tax profits grow from. US\$ 120,960 in first year to US\$ 2,902,602 in the 8 year (refer appendix I)

#### 6.5 Projected Cash Flows

This is shown in the Projected Cash Flows Statement in appendix II. They indicate that the project will meet its entire financial obligation, the cash flow in the first year US\$ 12,517 and grow up to US\$ 1,614,602 in 8<sup>th</sup> year, (refer appendix II)

#### 6.6 Projected Balance Sheet

The projected Balance Sheet of the projected is shown in the financial statements under **appendix III**, Total net assets of the project increases from US\$ 1,857,897 at the end of the first year of operation to US \$ 2,455,402 in the 8<sup>th</sup> year .Therefore; balance sheets depict a healthy financial

#### 7.0 Implementation Schedule

Project implementation is expected to be relatively very short once project has been approved it is estimated that

construction of serviced furnished apartment will be completed within two years:-

#### Project Implementation

S/N	ACTIVITY	PERIOD
1	Processing TIC Certificate of Incentive	October 2013
2	Processing Exemptions	November 2013
3	Mobilizing Fund	May -September 2014
4	Renovation of building	October 2014-February 2015
5	Ordering Machines and other equipment	September 2014-February 2015
6	Testing business and in house training	November 2015 -January 2016
7	Commercial operations	March 2016

The proposed project will result into the following social and economic impacts:

- Make available cheap, quality and tress free heavy duty construction equipments
- Increase the provision of high quality services in the construction sector

- Increased availability of quality distribution and marketing products along side competitive prices of these products will result in increased healthy competition among all trading and manufacturing companies
- The project will result in direct employment creation of 25 people many more indirectly
- The Government and other agencies will benefit from various taxes, fees and commissions that will be paid by the company

## 8.0 Conclusion

M/S LANTRACK (T) COMPANY LTD set out a proposal to invest in the establishment of a SKD assembling project to be located in Dar es Salaam.

The Executive Summary highlights indicate that the proposed project will be financial and economically viable, The project will generate significantly to the social and economic progress by way of increasing the provision of quality cargo handling and transportation services in the country. It is recommended that the project be accorded the required institutional support to pave the way for its expeditious establishment and development.

In that regard; we strongly recommended that the project be approved by Tanzania Investment Centre and be granted the TIC Certificate of Incentives with its associated privileges and benefits as provided for under Tanzania Investment Act, 1997 to enable smooth implementation

## 9.0 Recommendations

The project is technically feasible, financially viable, and economically sound, provided the sponsors will manage it efficiently.

It is recommended that the project be approved by Tanzania Investment Centre and be granted the TIC Certificate of Incentives with its associated privileges and benefits as provided for under the Tanzania Investment Act, 1997.

## PROJECTED INCOME &amp; EXPENDITURE STATEMENT

" US \$"

	1	2	3	4	5	6	7	8
Revenue	1,400,000.00	1,512,000.00	1,632,960.00	1,763,596.80	1,904,684.54	2,057,059.31	2,221,624.05	2,399,353.98
Cost of Raw materials (30%)	420,000.00	453,600.00	489,888.00	529,079.04	571,405.36	617,117.79	666,487.22	719,806.19
Cost of Good available for sale	980,000.00	1,058,400.00	1,143,072.00	1,234,517.76	1,333,279.18	1,439,941.52	1,555,136.84	1,679,547.78
<b>Operating Expenses:</b>								
Donation	4,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Electricity	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00
Oil & Lubricants	210,000.00	226,800.00	244,944.00	264,539.52	285,702.68	308,558.90	333,243.61	359,903.10
Salary & Wages	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00
Insurance	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Maintenance	10,000.00	11,000.00	12,100.00	13,310.00	14,641.00	16,105.10	17,715.61	19,487.17
Communication	5,000.00	5,250.00	5,512.50	5,788.13	6,077.53	6,381.41	6,700.48	7,035.50
<b>Total Expenses</b>	<b>434,000.00</b>	<b>453,050.00</b>	<b>472,556.50</b>	<b>493,637.65</b>	<b>516,421.21</b>	<b>541,045.40</b>	<b>567,659.70</b>	<b>596,425.77</b>
<b>Profit before Interest and Depre</b>	546,000.00	605,350.00	670,515.50	740,880.12	816,857.97	898,896.11	987,477.14	1,083,122.01
<b>Interest</b>	228,000.00	228,000.00	228,000.00	228,000.00	228,000.00	228,000.00	228,000.00	-
<b>Depreciation</b>	145,200.00	66,000.00	66,000.00	66,000.00	66,000.00	66,000.00	66,000.00	66,000.00

<b>Profit before Tax</b>	172,800.00	311,350.00	376,515.50	446,880.12	522,857.97	604,896.11	693,477.14	1,017,122.01
Tax (30%)	51,840.00	93,405.00	112,954.65	134,064.03	156,857.39	181,468.83	208,043.14	305,136.60
<b>Profit After Tax</b>	<b>120,960.00</b>	<b>217,945.00</b>	<b>263,560.85</b>	<b>312,816.08</b>	<b>366,000.58</b>	<b>423,427.28</b>	<b>485,434.00</b>	<b>711,985.41</b>
<b>Accumulated Profit</b>	120,960.00	338,905.00	602,465.85	915,281.93	1,281,282.51	1,704,709.79	2,190,143.78	2,902,129.19

APPENDIX II

PROJECTED CASH FLOW " US\$"

	1	2	3	4	5	6	7	8
<b>CASH INFLOW</b>								
Profit/Loss Before Interest and Depr.	546,000.00	605,350.00	670,515.00	740,880.00	816,857.00	898,896.00	987,477.00	1,083,122.00
Equity	100,000.00	-	-	-	-	0	-	-
Bank Loan	1,900,000.00	-	-	-	-	0	-	-
<b>Total Inflow</b>	<b>2,546,000.00</b>	<b>605,350.00</b>	<b>670,515.00</b>	<b>740,880.00</b>	<b>816,857.00</b>	<b>898,896.00</b>	<b>987,477.00</b>	<b>1,083,122.00</b>
<b>CASH OUTFLOW</b>								
Capital Expenditure	1,652,000.00	-	-	-	-	0	0	-
Working Capital	348,000.00	-	-	-	-	-	-	-
Cash		12,517.00	58,133.00	107,388.00	160,572.00	218,000.00	280,006.00	777,986.00
Corporate Tax	51,840.00	93,405.00	112,954.00	134,064.00	156,857.00	181,468.00	208,043.00	305,136.00
<b>Subtotal Cash Outflow:</b>	<b>2,051,840.00</b>	<b>105,922.00</b>	<b>171,087.00</b>	<b>241,452.00</b>	<b>317,429.00</b>	<b>399,468.00</b>	<b>488,049.00</b>	<b>1,083,122.00</b>
Debt Servicing:	-	-	-	-	-	0	-	-

Interest Charges	228,000.00	228,000.00	228,000.00	228,000.00	228,000.00	228,000.00	228,000.00	-
Loan Repayment	271,428.00	271,428.00	271,428.00	271,428.00	271,428.00	271,428.00	271,428.00	-
<b>Total Debt Servicing:</b>	<b>499,428.00</b>	<b>499,428.00</b>	<b>499,428.00</b>	<b>499,428.00</b>	<b>499,428.00</b>	<b>499,428.00</b>	<b>499,428.00</b>	-
<b>Total Out flows</b>	<b>2,551,268.00</b>	<b>605,350.00</b>	<b>670,515.00</b>	<b>740,880.00</b>	<b>816,857.00</b>	<b>898,896.00</b>	<b>987,477.00</b>	<b>1,083,122.00</b>
<b>ACCUMULATED CASH</b>	-	<b>12,517.00</b>	<b>70,650.00</b>	<b>178,038.00</b>	<b>338,610.00</b>	<b>556,610.00</b>	<b>836,616.00</b>	<b>1,614,602.00</b>

APPENDIX III

PROJECTED BALANCE SHEET " US \$"

	1	2	3	4	5	6	7	8
<b>Fixed Assets</b>								
Long-term Assets	1,652,000.00	1,506,800.00	1,361,600.00	1,216,400.00	1,071,200.00	926,000.00	780,800.00	635,000.00
Depreciation	142,200.00	142,200.00	142,200.00	142,200.00	142,200.00	142,200.00	142,200.00	142,200.00
<b>Total Long-term Assets</b>	<b>1,509,800.00</b>	<b>1,364,600.00</b>	<b>1,219,400.00</b>	<b>1,074,200.00</b>	<b>929,000.00</b>	<b>783,800.00</b>	<b>638,600.00</b>	<b>492,800.00</b>
<b>Current Assets</b>								
Accumulated Cash	-	12,517.00	70,650.00	178,038.00	338,610.00	556,610.00	836,616.00	1,614,602.00
Working Capital	348,000.00	348,000.00	348,000.00	348,000.00	348,000.00	348,000.00	348,000.00	348,000.00
<b>Total Current Assets</b>	<b>348,000.00</b>	<b>360,517.00</b>	<b>418,650.00</b>	<b>526,038.00</b>	<b>686,610.00</b>	<b>904,610.00</b>	<b>1,184,616.00</b>	<b>1,962,602.00</b>
<b>Total Assets</b>	<b>1,857,800.00</b>	<b>1,725,117.00</b>	<b>1,638,050.00</b>	<b>1,600,238.00</b>	<b>1,615,610.00</b>	<b>1,688,410.00</b>	<b>1,823,216.00</b>	<b>2,455,402.00</b>
<b>Finaced by:</b>								
Bank Loan	1,900,000.00	1,628,572.00	1,357,144.00	1,085,716.00	814,288.00	541,860.00	271,432.00	-

Equity	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
Retained Earnings	120,960.00	217,945.00	263,560.00	312,816.00	366,000.00	423,427.00	485,834.00	711,985.00
<b>Total Financing</b>	<b>2,120,960.00</b>	<b>1,946,517.00</b>	<b>1,720,704.00</b>	<b>1,498,532.00</b>	<b>1,280,288.00</b>	<b>1,065,287.00</b>	<b>857,266.00</b>	<b>811,985.00</b>

APPENDIX IV

PROJECTED LONG TERM LOAN REPAYMENT

Repayments US\$

Year	principle	Loan Interest (12%)	Total Amount Paid	Loan Balance
0				1,900,000
1	271,428	228,000	499,428	1,628,572
2	271,428	228,000	499,428	1,357,144
3	271,428	228,000	499,428	1,085,716
4	271,428	228,000	499,428	814,288
5	271,428	228,000	499,428	542,860
6	271,428	228,000	499,428	271,432
7	271,428	228,000	499,428	4
<b>TOTAL</b>	<b>1,899,996</b>	<b>1,596,000</b>	<b>3,495,996</b>	

## APPENDIX V

## COST STRUCTURE

PARTICULAR	US\$
Land and Buildings	400,000.00
Machinery & Equipment	1,100,000.00
Motor Vehicles	150,000.00
Furniture & Fittings	2,000.00
Pre exp	48,000.00
Working Capital	300,000.00
<b>TOTAL</b>	<b>2,000,000.00</b>

## APPENDIX VI

## FIXED ASSETS SCHEDULE (US\$)

NAME OF ASSETS	1	2	3	4	5	6	7	8
Land And Buildings	400,000	380,000	360,000	340,000	320,000	300,000	280,000	260,000
Machinery, Tools & Equipment	1,100,000	990,000	880,000	770,000	660,000	550,000	440,000	330,000
Motor Vehicles	150,000	135,000	120,000	105,000	90,000	75,000	60,000	45,000
Furniture & Fixtures	2,000	1,800	1,600	1,400	1,200	1,000	800	600
<b>Total</b>	<b>1,652,000</b>	<b>1,506,800</b>	<b>1,361,600</b>	<b>1,216,400</b>	<b>1,071,200</b>	<b>926,000</b>	<b>780,800</b>	<b>635,600</b>
<b>DEPRECIATION</b>	<b>2011 USD</b>	<b>2012 USD</b>	<b>2013 USD</b>	<b>2014 USD</b>	<b>2015USD</b>	<b>2013 USD</b>	<b>2014 USD</b>	<b>2015USD</b>
Land and buildings	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Machinery tools & Equipment	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000
Motor Vehicles	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Furniture & Fixtures	200	200	200	200	200	200	200	200
<b>ANNUAL DEPRECIATION</b>	<b>145,200</b>	<b>145,200</b>	<b>145,200</b>	<b>145,200</b>	<b>145,200</b>	<b>145,200</b>	<b>145,200</b>	<b>145,200</b>
<b>CLOSING FIXED ASSETS</b>	<b>1,506,800</b>	<b>1,361,600</b>	<b>1,216,400</b>	<b>1,071,200</b>	<b>926,000</b>	<b>780,800</b>	<b>635,600</b>	<b>490,400</b>

# TANZANIA



## Certificate of Incorporation

Section 15

No **77081**

I HEREBY CERTIFY THAT

**LANTRACK (T) COMPANY 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 **24TH** day of **JUNE**

**TWO THOUSAND AND TEN**

*Asst. Registrar of Companies*



CTIN.: 0782613



# 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**

LANTRACK ( T ) COMPANY LIMITED  
.....

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

110-457-472  
.....

with effect from ..... 02-Jul-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



# TANZANIA REVENUE AUTHORITY

## Certificate of Registration for Value Added Tax (VAT)

(ISSUED UNDER SECTION 20 OF THE VALUE ADDED TAX ACT NO. 24 OF 1997)

**THIS IS TO CERTIFY THAT**  
LANTRACK ( T ) COMPANY LIMITED

**WHOSE TAXPAYER IDENTIFICATION NUMBER (TIN) IS**

110-457-472

**HAS BEEN REGISTERED FOR VALUE ADDED TAX (VAT)**

**AND ASSIGNED VAT REGISTRATION NUMBER (VRN)**

40-007604-Q

**FOR BUSINESS LOCATED AT** KAWA 557  
DAR ES SALAAM

**WITH EFFECT FROM** 06 January 2011

**GIVEN UNDER MY HAND**

**THIS** 6th **DAY OF** January 2011

  
**P. N. Kassera**  
**COMMISSIONER FOR VAT**





**KCB  
BANK** | Making the  
Difference

**KCB BANK TANZANIA LIMITED.**

Mlimani City Branch  
Mlimani City Shopping Mall  
P.O. Box 33751,  
Sam Nujoma Road  
Dar es Salaam

Tel: +255 22 2411035  
Fax: +255 22 2411034  
Email: [kcbmlimani@tz.kcbbankgroup.com](mailto:kcbmlimani@tz.kcbbankgroup.com)  
Website: <http://www.kcbbankgroup.com>  
SWIFT: KCBLTZTZ

Ref: KCBT-MLM CTY/REFLT/39/2013

DATE: 2/10/2013

TANZANIA INVESTMENT CENTRE (TIC)  
DAR ES SALAAM  
TANZANIA.

Dear Sir/Madam,

**RE: LANTRACK (T) COMPANY LIMITED - ACCOUNT NUMBER  
3300500265(USD) & 3300500257(TZS)**

Reference is made to the above captioned subject matter.

This is to notify you that **LANTRACK (T) COMPANY LIMITED** is one of our esteemed customers and that they maintain account with us. They have a good reputation with the bank and we have so far not experienced any problem with respect to these accounts.

For any clarification, please do not hesitate to contact us.

Please note that this information is given in strict confidence for your private use only and without any responsibility or liability on the part of the bank or any of its officers.

Yours faithfully,

**MANASE MMBAGA**  
**BRANCH MANAGER**



## TIC Evaluation Report

Name of the Company  
Lantrack (T) Co. Ltd.

Post Box	Kawe, Plot No. 388A	COI Number	77081	Contact	0
Post Office	80163	COI Date	24/06/2010	Designation	Director
Region	Dar Es Salaam	Application F. No	11413	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0769 89 50 54
		Sub Sector	Assembling Of Heavy Construction Equipment	Fax	0
		File No	042540	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD											
Plot/Block	Plot No. 388 A	<table border="1"> <thead> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> </thead> <tbody> <tr> <td>0.1</td> <td>0</td> <td>1.9</td> <td>0</td> </tr> </tbody> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	0.1	0	1.9	0			
Foreign Equity	Local Equity		Foreign Loan	Local Loan									
0.1	0		1.9	0									
Street	Kawe												
District	Kinondoni												
Region	Dar es Salaam												

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.4
Ke Zhang	Chinese	50	Plant	1.1
Jian Liu	Chinese	50	Vehicles	0.15
			Furniture & Fittings	0.002
			Pre-expenses	0.048
			Others	0
			Working Capital	0.3
			Total	2

Employment	25	Evaluated By	wf officer4
Capacity	10 units per month	Drawn By	wf regist3
Project Turn Over		Project Type	Foreign

### Description

To establish equipment assembling plant

### Recommendations

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

### Decision

*approved as recommended.*  
*As ExD*  
*abbauli*  
*11/10/2013*

TICC/PP.10/042540/3

11<sup>th</sup> October, 2013

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

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

Yours sincerely,

**Tanzania Investment Centre**

  
Abdi S. Kagomba

**Ag: 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**

TICC/PP.10/042540/3

11<sup>th</sup> October, 2013

Managing Director,  
Lantrack (T) Company Ltd,  
P.O. Box 80163,  
**Dar es Salaam.**

**RE: CERTIFICATE OF INCENTIVES FOR HEAVY CONSTRUCTION EQUIPMENT ASSEMBLING FACILITY**

We wish to acknowledge receipt of your project proposal to establish heavy construction equipment assembling facility as presented in the TIC P.A. 1 Form No. 11161 and Feasibility Study with a projected investment amounting to USD 2m.

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

- Board resolution
- Certified document showing evidence of Land ownership for the location of the project

Also be informed you will have to submit a project implementation report in every six months for centre's information and review. Guidelines for the preparation of the report are contained in annexure attached to this letter. Please do not hesitate to contact the Centre for any clarification if the need arises. Also note that a facilitation fee equivalent to US\$ 1000.00 is payable at the ruling exchange rate prior issuance of certificate of incentives. Please make deposit direct to the bank as per bank details below:

.../2

# LANTRUCK (T) COMPANY LIMITED

Kawe Beach Road, Dar es Salaam  
P.O BOX: 388A Dar es Salaam  
Phone +255 712137986  
Web: www.lantrack.com.cm

28th October 2013

## EXTRACT MEETING OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF LANTRUCK (T) COMPANY L.T.D

AT DULY CONVENED AND CONSTITUTED MEETING OF THE BOARD OF LANTRUCK (T) AND AT REGISTERED OFFICES OF THE COMPANY IN DAR ES SALAAM REGION ON 23 OF JUNE 2013 THE FOLLOWING SOLUTIONS WERE PASSED;

1. THAT USD 2 MILLION WILL BE ALLOCATED TO FINANCE THE SETTING UP HEAVY CONSTRUCTION EQUIPMENT ASSEMBLING FACTORY.
2. THAT MR. ZHANG KE WILL BE MANAGING DIRECTOR TO OVERSEE IMPLEMENTATION OF THE PROJECT INCLUDING IDENTIFYING SUITABLE MACHINERY.
3. THAT THE COMPANY BE REGISTERED WITH TANZANIA INVESTMENT CENTRE SO AS TO ENJOY FULLY INVESTMENT INCENTIVES, BENEFITS AND PROTECTION AS STATUTORY PROVIDED FOR UNDER TANZANIA INVESTMENT ACT 1997.

CERTIFIED TRUE EXTRACT

(By order of Board)

Chairman



DATED THE 3<sup>rd</sup> DAY OF DECEMBER 2012

**LEASE AGREEMENT**

**BETWEEN**

**MRS MARY ROSE MGEMA**

**AND**

**LANTRACK (T) COMPANY LIMITED**

  
*Mary Rose Mgema*  
*[Signature]*

## LEASE AGREEMENT

This agreement is made on the 2nd day of December 2012 BETWEEN MRS MARY ROSE MGEMA of Post Office Box 16378 Dar es salaam (hereinafter referred to as "the Lessor") of the one part, AND LANTRACK (T) COMPANY LIMITED of Post Office Box 80163 Dar es salaam (hereinafter referred to as "the lesse") of the other part.

WHEREAS the Lessor is the lawful owner of ware house and office situated on Plot No. 388A Mikocheni Industrial Area, Dar es salaam (hereinafter referred to as "the demised premises");

AND WHEREAS the Lessor wishes to let on lease the demised premises at a rent of US Dollars 2000 per month;

AND WHEREAS the Lesse is willing to take the demised premises on lease at the rent mentioned hereinabove and on the terms and conditions hereinafter mentioned.

### NOW THIS LEASE AGREEMENT WITNESSETH as follows:

- 1) The Lessor hereby demises unto the Lessee the demised premises together with all fixtures and fittings for a period of one (1) year beginning 7<sup>th</sup> December 2012 and ending on 6<sup>th</sup> December 2013 at the rent of two thousand US Dollars (USD 2000) only per month inclusive of withholding tax payable as follows:
  - a) The first payment shall be 9 months' rent payable seven (7) days prior to the date of commencement of this agreement.
  - b) The rest of the rent shall be paid in advance after the expiry of the 9 months period as specified in paragraph 1(a) hereinabove PROVIDED THAT the rent shall be paid seven (7) days prior to the expiry of the preceding installment.
- 2) This Lease Agreement may be subject to renewal after the expiry of the term herein reserved upon three (3) months' notice being issued by the party intending to renew and if the other part agrees on the



  
*Maria* | *[Signature]*  
*[Signature]*

renewal then this Lease Agreement shall be renewed under the terms herein or revised terms.

(3) The Lessor hereby allows the Lessee to reduce the height of part of the front fencing wall in order to suit the Lessee's needs BUT at the end or sooner determination of this Lease Agreement the Lessee shall rebuild the said wall to the position he found it before reducing the said height.

**(4) THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:**

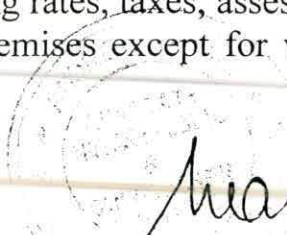
- (a) To pay the rent as agreed herein when it is due for payment.
- (b) To pay stamp duty as per the Tanzania Revenue Authority requirements.
- (c) To bear pay and discharge all bills for water, electricity, telephone, emptying the cesspits at the demised premises during the subsistence of this Lease Agreement.
- (d) To keep the interior of the demised premises and all windows, doors, locks, kitchen, cabinets, dining table and chairs and the floor in a good tenantable condition and to service all air conditioners, ceiling fans and water pumps regularly.
- (e) To keep the exterior of the demised premises, gardens, hedges and the surrounding area clean and in good and attractive condition throughout the lease term.
- (f) To use the premises for;
  - (i) Residential purposes with the number of residents strictly not exceeding five (5) persons.
  - (ii) Small office.
  - (iii) Display/ show for the Lessee's machinery units at the exterior ground, PROVIDED THAT the machinery units to be on display shall not be more than four (4).

  
Maha /   
M.H.L.

- (g) To neatly remove pavement blocks and garden plants to create entrance and space for not more than four (4) machinery units to be displayed at the exterior of the demised premises BUT the Lessee shall return and/or replace the said area to the status it was at the commencement of this Lease Agreement.
- (h) Not to assign, sublet or otherwise part with the possession of the demised premises or any part thereof without first obtaining a written consent from the Lessor.
- (i) To permit the Lessor or her agents at all reasonable times during daytime and by prior appointment, to enter upon the demised premises for purposes of viewing and inspecting the state of the premises.
- (j) To effect minor repairs in the demised premises and to make good all damage which might be caused by the Lessee or his visitors or customers.
- (k) To immediately inform the Lessor in writing of any defects or wants of structural repairs arising or becoming apparent in the demised premises.
- (l) On the expiration or sooner determination of this Lease Agreement or any extension thereto, to deliver vacant possession of the demised premises to the Lessor with all the windows, doors, locks, keys, fasteners, fixtures, fittings, air conditioners, and the whole premises in general in the same condition as it was when the term of the Lease Agreement began and to empty the cesspits immediately before handing over vacant possession of the same to the Lessor.

**5. THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:**

- (i) The Lessee observing all the covenants and conditions contained in this Lease Agreement shall peacefully and quietly hold and enjoy the demised premises during the term of the Lease Agreement without any interruption by the Lessor or any person rightly claiming through or in trust for her.
- (ii) To bear pay and discharge all existing rates, taxes, assessments and other outgoings in respect of the demised premises except for water, electricity,

  
*Manoj K. Sharma*  
1/10/2011

telephone and emptying of cesspits which are to be paid for by the Lessee during the Lease term.

(iii) To enter upon the demised premises during daytime and upon prior notice to the Lessee for purposes of carrying out inspection of the premises.

(iv) To install two extra air conditioners at the demised premises immediately upon signing of this Lease Agreement to make a total number of four (4) air conditioners in the demised premises.

6. **PROVIDED ALWAYS AND IT IS HEREBY AGREED THAT:**

(a) If any covenant on the part of the Lessee shall not be performed or observed the Lessor shall issue a notice to the Lessee of intention to terminate the lease and upon expiry of the notice it shall be lawful for the Lessor at anytime thereafter to re- enter upon the demised premises and this lease shall then absolutely determine **BUT** without prejudice to any right of action of the Lessor in respect of the Lessee's covenants herein contained. **PROVIDED THAT**, in the event of resistance by the Lessee to vacate the demised premises the Lessor shall seek for an eviction order from the relevant institutions.

(b) Either the Lessor or the Lessee shall be at liberty to terminate this lease before the expiration of the term herein reserved by giving to the other a three (3) months notice and the Lessee shall at the expiration of the said notice deliver vacant possession of the demised premises to the Lessor **BUT** without prejudice to any right of action of either party in respect of any breach of the covenants herein contained.

7.(a) Any notice under this Lease Agreement shall be in writing and if sent to the Lessee shall be sufficiently served if addressed to the Lessee and left at the demised premises or sent by registered post to the Lessee's address shown in this Lease Agreement and any notice to the Lessor shall be sufficiently served if left at his residence or business premises or given to any person or agent authorized by the Lessor to receive or who has actually received rent in respect of the demised premises on behalf of the Lessor.

  
*Meeta J. G. G.*  
N.M.M.

(b). In the event any notice under this Lease Agreement is sent by registered post, the same shall be deemed to have been received and sufficiently served upon the addressee three (3) days after posting the same through Dar es Salaam delivery.

**8. DISPUTE SETTLEMENT**

Any dispute arising between the lessor and the Lessee in respect of the interpretation or implementation of this Lease Agreement will be settled amicably between the parties hereto, failure of which the issue or matter in dispute shall be referred to a court of law.

**9. GOVERNING LAW**

This Lease Agreement shall be governed by the Laws of the United Republic of Tanzania

IN WITNESS WHEREOF the parties hereto have duly executed these presents on the date and manner hereinafter appearing:

**SIGNED and DELIVERED** at Dar es Salaam by the said **MRS MARY ROSE MGEMA** who is known to me personally / ~~identified to me by~~

~~the latter being known to me personally~~, in my presence, this 3<sup>rd</sup> day of December 2012

Signature: [Signature]

Post Address: Box 65479

Qualification: Advocate

**SIGNED and DELIVERED** at Dar es Salaam by **ZHANG KE** for and on behalf of **LANTRACK (T) COMPANY LIMITED** duly authorized to sign in that behalf, in my presence, this 3<sup>rd</sup> day of December 2012

Signature: [Signature]

Postal Address: Box 65479

Qualification: Advocate

[Signature]

STAMP DUTY  
Shs. 23,823/-  
Received  
18/12/2012  
Regional - Manager Kipondoni Tax Region

[Signature]

J. MCHARO  
Advocate, Notary Public & Commissioner for Oaths  
Box 65479

[Signature]  
CERTIFIED COPY OF ORIGINAL  
LANTRACK (T) COMPANY LIMITED  
TRADING Co. LTD



00220430

THE UNITED REPUBLIC OF TANZANIA

# Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042540

**This is to certify that**

LANTRACK (T) COMPANY LIMITED

P.O. BOX 3884

of address

DAR ES SALAAM

has been granted a Certificate of Incentives to invest in a new, ~~XXXXXX~~ ~~XXXXXX~~ enterprise known as

LANTRACK (T) COMPANY LIMITED

PLOT NO. 388 A KAWE

Which is located at

KINONDONI - DAR ES SALAAM

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

Executive Director

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

Dated 18TH NOVEMBER 2013



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

1. Shareholders
- | Shareholders | Nationality | Shareholding (%) |
|--------------|-------------|------------------|
| Ke Zhang     | Chinese     | 50               |
| Jian Liu     | Chinese     | 50               |
2. Proposed Activities : **Establishment of assembling heavy construction equipment**
3. Sector: **Manufacturing** Subsector: **Construction equipment assembling**
4. Investment cost: Foreign **USD 2m.** Local **-** Total **USD 2m.**
5. Project Financing: Equity **USD 0.1m.** Loans **-** Total **USD 2m.**
6. Source, terms and conditions of loan.....
7. Assets to be invested:
- | Capital items: | Foreign        | Local    | Total          |
|----------------|----------------|----------|----------------|
|                | <b>USD 2m.</b> | <b>-</b> | <b>USD 3m.</b> |
8. Technology Agreement ..... **None**
9. Date of TIC Registration: ..... **11th October 2013**
10. Implementation period ..... **October 2013 - September 2016**
11. Operative date..... **October 2016**
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
- (i) Applicable Import Duty **And VAT as per Customs Tariff Act, 1976 & VAT Act, As per Income Tax Act, 2004 (as amended)**
  - (ii) Applicable with-holding Tax **As per Income Tax Act, 2004 (as amended)**
  - (iii) Eligibility of Capital Allowances **As per Income Tax Act, 2004 (as amended)**
13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.
14. Conditions attached to this Certificate of Incentives
- (i) Date of Commencement of investment has to be notified to the Centre.
  - (ii) Certificate not to be transferred, assigned or amended
  - (iii) Failure to commence implementation within two years invalidates Certificate
  - (iv) Failure to operate investment must be notified to the Centre
  - (v) Changes in shareholding, project activities and level of invested capital must be notified to the centre
15. Additional conditions attached to Certificate  
**Finished goods are not allowed under this Certificate**

Signed   
Executive Director



00220430

THE UNITED REPUBLIC OF TANZANIA

# Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042540 .....

## This is to certify that

LANTRACK (T) COMPANY LIMITED

P.O. BOX 80163

of address .....

DAR ES SALAAM

has been granted a Certificate of Incentives to invest in a new, ~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXX~~ enterprise known as

LANTRACK (T) COMPANY LIMITED

PLOT NO. 388 A KAWE

Which is located at .....

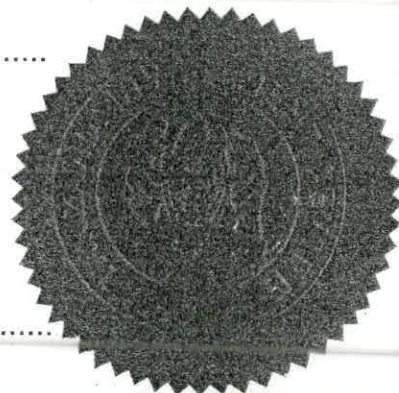
KINONDONI - DAR ES SALAAM

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

Executive Director

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

Dated 18TH NOVEMBER 2013



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

1. Shareholders
 

Ke Zhang	Nationality Chinese	Shareholding (%) 50
Jian Liu	Chinese	50
  
2. Proposed Activities : **Establishment of assembling heavy construction equipment**
3. Sector: **Manufacturing** Subsector: **Construction equipment assembling**
4. Investment cost: Foreign **USD 2m.** Local **-** Total **USD 2m.**
5. Project Financing: Equity **USD 0.1m.** Loans **-** Total **USD 2m.**
6. Source, terms and conditions of loan
7. Assets to be invested:
 

Capital items:	Foreign <b>USD 2m.</b>	Local <b>-</b>	Total <b>USD 3m.</b>
----------------	---------------------------	-------------------	-------------------------
8. Technology Agreement **None**
9. Date of TIC Registration: **11th October 2013**
10. Implementation period **October 2013 - September 2016**
11. Operative date **October 2016**
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
 

(i) Applicable Import Duty	<b>And VAT as per Customs Tariff Act, 1976 &amp; VAT Act, 1997</b>
(ii) Applicable with-holding Tax	<b>As per Income Tax Act, 2004 (as amended)</b>
(iii) Eligibility of Capital Allowances	<b>As per Income Tax Act, 2004 (as amended)</b>
13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.
14. Conditions attached to this Certificate of Incentives
  - (i) Date of Commencement of investment has to be notified to the Centre.
  - (ii) Certificate not to be transferred, assigned or amended
  - (iii) Failure to commence implementation within two years invalidates Certificate
  - (iv) Failure to operate investment must be notified to the Centre
  - (v) Changes in shareholding, project activities and level of invested capital must be notified to the centre
15. Additional conditions attached to Certificate  
**Finished goods are not allowed under this Certificate**

Signed   
Executive Director



## TIC Evaluation Report

Name of the Company  
**Lantrack (T) Co. Ltd.**

Post Box	Kawe, Plot No. 388A	COI Number	77081	Contact	0
Post Office	80163	COI Date	24/06/2010	Designation	Director
Region	Dar Es Salaam	Application F. No	11413	Phone	0
Country	Tanzania	Status		Direct Phone	0
		Sector	Manufacturing	Cell Phone	0769 89 50 54
		Sub Sector	Assembling Of Heavy Construction Equipment	Fax	0
		File No	042540	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD			
Plot/Block	Plot No. 388 A	Foreign Equity	Local Equity	Foreign Loan	Local Loan
Street	Kawe				
District	Kinondoni				
Region	Dar es Salaam				
		0.1	0	1.9	0

Shareholders Detail		
Name	Nationality	(%)
Ke Zhang	Chinese	50
Jian Liu	Chinese	50

Investment Breakdown (USD Million)	
Land/Building	0.4
Plant	1.1
Vehicles	0.15
Furniture & Fittings	0.002
Pre-expenses	0.048
Others	0
Working Capital	0.3
Total	2

Employment	25	Evaluated By	,wf officer4
Capacity	10 units per month	Drawn By	wf regist3
Project Turn Over		Project Type	Foreign

### Description

To establish equipment assembling plant

### Recommendations

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

### Decision

*Verba*



## TIC Evaluation Report

Name of the Company  
**Lantrack (T) Co. Ltd.**

Post Box	Kawe, Plot No. 388A	COI Number	77081	Contact	0
Post Office	80163	COI Date	24/06/2010	Designation	Director
Region	Dar Es Salaam	Application F. No	11413	Phone	0
Country	Tanzania	Status		Direct Phone	0
		Sector	Manufacturing	Cell Phone	0769 89 50 54
		Sub Sector	Assembling Of Heavy Construction Equipment	Fax	0
		File No	042540	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD											
Plot/Block	Plot No. 388 A	<table border="1"> <thead> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> </thead> <tbody> <tr> <td>0.1</td> <td>0</td> <td>1.9</td> <td>0</td> </tr> </tbody> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	0.1	0	1.9	0			
Foreign Equity	Local Equity		Foreign Loan	Local Loan									
0.1	0		1.9	0									
Street	Kawe												
District	Kinondoni												
Region	Dar es Salaam												

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.4
Ke Zhang	Chinese	50	Plant	1.1
Jian Liu	Chinese	50	Vehicles	0.15
			Furniture & Fittings	0.002
			Pre-expenses	0.048
			Others	0
			Working Capital	0.3
			Total	2

Employment	25	Evaluated By	,wf officer4
Capacity	10 units per month	Drawn By	wf regist3
Project Turn Over		Project Type	Foreign

### Description

To establish equipment assembling plant

### Recommendations

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

### Decision