



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

FILE NUMBER
 TICC PP-10
 PART
 042141

FILE BEGINS
 FILE TITLE

ENDS

PART

FILE NUMBER
 TICC

PP-10

CONFIDENTIAL

042141

INDEX HEADINGS

Officer of Section	For Action F/M	Initials	Date	Action taken vide F/M	Officer of Section	For Action F/M	Initials	Date	Action taken vide F/M
DIF	11	sw	14/12/2011	o					
Datta	11	sw	13/12/2011	M					
Ag EXD	M1	HP	28/12/11	+					
DIF	11	sw	24/2/2012	b					

MINUTE SHEET

Dokezo
No.

Ag. EXD

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

(a) Minimum finance investment threshold has been exceeded, the project expects to invest USD 2.2m.

(b) Legal entity has been incorporated under certificate

No. 84326 of 06/07/2011

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.



Glory Bildard

Ag. DIF

28th December, 2011

Ag. EXD

In response to the TIC letter of registration dated 28th December 2011

The project has submitted the required documents namely:-

(a) Company Board Resolution

(b) Reference letter/Financing from Bank M LTD

(c) Lease Agreement as evidence of land

With the above submission EXD is requested to sign Certificate of Incentives No. 042141 herein attached.

1/3/2012



DIF-

MINUTE SHEET

Dokezo
No.

SIMGAS TANZANIA LTD

BUSINESS PLAN

FOR ESTABLISHING MANUFACTURING OF BIO ENERGY SYSTEMS PROJECT

**Prepared for:
SIMGAS TANZANIA LTD
P.O. Box 11078
DAR ES SALAAM
November 2011**

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1.0. INTRODUCTION

M/S SIMGAS TANZANIA LIMITED is a privately owned and incorporated in Tanzania with Certificate of Incorporation No. 84326 dated 6th July 2011 intending to establish bio energy systems manufacturing plant at Plot No 106 D, **Changombe Industrial Area. Temeke, Dar es Salaam, Tanzania**, the Company will employ state of the art technology.

1.1 Project Concept

The company is proposing to establish bio energy systems manufacturing factory, bio energy systems will be used in production of bio gas energy for industrial and domestic use. The project is its kind in Tanzania; it will bring new technology in Tanzania,

The following are among of objectives identified by this project:

- To improve waste management practices to reduce the impact of waste and odors on communities.
- To join hand government efforts of reducing dependency of hydro and fuel generated power
- The current peak power demand of Tanzania stands at approximately 787 megawatts (MW) and a grid that is capable of supplying only 595 MW and it has been predicted that the power demand for the country will increase to 1,331 MW along with an increased overall capacity of 1,445 MW by

2014. this project try to join hand in one way or another to produce power using bio gas

- To support the adaptation and use of technologies those improves waste management or reduce odours.
- To explore bio-energy as an option for handing waste products from crop and livestock production.

Biogas systems are relatively new to Tanzania, even though they are a proven technology in many countries around the world and are the best available technology for treating organic waste streams..

M/S SIMGAS TANZANIA LIMITED a locally registered company is confident of mobilizing financial resources through equity contribution, long term loan from financial institutions, technology and skills.

The business plan has been prepared to guide promoters in implementing this project and to obtain TIC certificate of incentives which will facilitate the investor in setting up the plant in Tanzania.

1.2 Location

Initially the project will be located at Plot No. 106D, Changombe Industrial area, Dar es Salaam. This plot is owned by Silafrica Tanzania Limited, who is 50% share holder of the project.

1.3 The Sponsors

M/S SIMGAS TANZANIA LIMITED will be sponsoring this project. The Company is currently jointly owned by two shareholders with share capital of Tsh 100,000,000/=

NAMES OF DESCRIPTIONS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
SILAFRICA TANZANIA LTD (COMPANY NUMBER. 63444)	250
SIMGAS B.V., NETHERLANDS	250

1.4 The project objective

Proposed project intend to develop a factory to produce bio gas systems to be used in producing bio gas for domestic and industrial use, products will be of various size depending to customers' needs and requirements to be packed and distributed at affordable price.

1.5 The Company Legal Status

M/S SIMGAS TANZANIA LIMITED was registered on 6th day of July 2011 with certificate of Registration No. 84326

1.6 Objective of the study

The purpose of this study is to work out the technical and commercial viability of the project

2.0 The Product Market

The market survey carried out reveals that the current demand for electricity is high; currently the country is facing power rationing since November 2010, most of factory, shops, household, etc are using power generated from generators, that is why **M/S SIMGAS TANZANIA LIMITED** has been attracted to venture into manufacturing of bio gas systems business.

The competitive advantage of the company's products is quality, customer care services provided, the price and distribution centre to be used through out the all country,

Products produced will be of two categories;

- Industrial use and
- Domestic use

2.1 Competition

Tanzania has a shortage of power as explained above, so measure taken to reduce supply shortage will be invited and profitable, the big challenge for the above mentioned is quality and price charged. If is very expensive and most of low income earners and industries can not afford the price, that is why the **M/S SIMGAS TANZANIA LIMITED** came in to bridge the came

2.2 Special Strengths of M/S SIMGAS TANZANIA LIMITED

- The customer care provided by the company

- New technology used by the company
- Partners experience in power subsector
- Experience in production of plastic products
- Possibility of getting export market to neighboring countries

2.3 **Marketing Strategy**

According to expert, personal selling is the most effective method for marketing. In order to reduce operating costs, **M/S SIMGAS TANZANIA LIMITED** will use various marketing strategies such as:

- Internet
- Specialized magazine, news paper
- Radio
- Television
- Posters
- Sponsorship etc

The project products will be aggressively promoted to domestic market and skilled personnel will be recruited

2.4 **Product Pricing**

The pricing policy for the project will take into consideration the following facts:

- Service positioning
- Gain market share from competitors
- Stimulating and increasing demand and

The company will be having different sizes of bio gas systems

2.5 **Products**

The bio gas systems are specially designed to be used in bio gas production. It is suitable for industrial and domestic use, products will meet all standards required by TBS, and other regulatory bodies.

3.0 **Project Management and Manpower Requirements**

M/S SIMGAS TANZANIA LIMITED will be under the Management with vast experience in managing bio gas systems, the board of directors will be responsible for policy formulation and appointing management, the project will be having three functional departments namely; Finance & Administration, Marketing, and Production will be under the Managing Director.

M/S SIMGAS TANZANIA LIMITED believes in keeping on board only essential manpower and to develop it into highly motivated and dedicated team capable of providing the best performance and facilitate efficient operations of the company. The company believes that under current management team, the company will grow steadily and gain enough experience and profit.

3.1 **Monitoring and Evaluation**

The Management has full commitment to ensuring goods produced maintain the safety and standards required in the market. The quality control unit will establish a system of routine checking and getting feedback from customers.

4.0 **Project Investment Cost and Financing**

The estimated capital investment cost of the project is **US\$ 2,220,000** out of which **US\$2,185,000** will be fixed investment costs. Pre-production expenditures have been budgeted at **US\$10,000**, while working capital is put at **US\$5,000**.

M/S SIMGAS TANZANIA LIMITED COST STRUCTURE

PARTICULAR	US\$
Machinery & Equipment	2,100,000.00
Motor Vehicles	70,000.00
Furniture & Fittings	15,000.00
Pre exp	10,000.00
Working Capital	5,000.00
TOTAL	2,200,000.00

For the project to be a reality a total investment amounting to **US\$2,200,000** is needed

(i) Machinery and Equipment: US\$ 2,100,000

Some US\$ 2,100,000 is anticipated to be spent on the purchase of various machines, equipments and other tools which will accommodate new technology as far as bio gas systems production is concerned

(ii) Motor Vehicles:US\$70,00

The project will need 2 trucks, 1 double single pick up. These vehicles will be used to facilitate project business.

(iii) Furniture: US\$15,000

This investment cost item has been estimated to cost US\$15,000. It will consist of, tables, chairs, telephone, fax, machines, file cabinets, sofa chairs etc

(iv) Pre-Operational Expenses: US\$10,000

They cover things like company registration, expenses spent in exploring the viability of the project, especially the market/client identification exercise. Also included under this item are issues like consultancy fees, legal fees and recruitment and training costs of personnel.

(v) Initial Working Capital: US\$5,000

Calculations as well as assumptions for working capital requirements, it is estimated that it will cost US \$5,000.

4.0 Financing pattern

The project will be financed by equity by constituting **US\$ 1, 700, 000** and loan **US\$ 7,500**

5.0 Project operating costs

In order to realize its intended objective the project will have to meet the following operating costs.

(i) Salaries and Wages US\$ 153,757

The project has estimated the annual salaries and wages to cost US\$ 153,757

(ii) Utilities US\$ 3,000

Considered here are water and electricity annually.

(iii) Motor vehicle running Expense US\$ 18,400

Petrol/diesel and lubricant requirement for the project's motor vehicles, this cost element will amount to US\$18,400 annually.

(iv) Marketing cost US\$ 18,500

A portion of US\$18,500 is to be used in marketing and promotion for the project

(v) Depreciation cost US\$ 271,375

For the day to day depreciation of fixed asset of the project US\$ 271,375 will be required annually

(vii) Pension contribution US\$ 15,375

The company has set a side US\$ 15,375 being 10% of salaries and wages as annually pension contribution

(vi) Communication cost US\$ 7,500

(vii) Installation cost US\$ 168,217

(viii) Motor vehicles running cost US\$ which is 18,400

(ix) Other Administration cost US\$ 138,629

(x) Cost of raw materials US\$ 480,000

(xi) Loan interest US\$ 45,000

(xii) Cost of raw materials US\$ 764,625

6.0 Aspect of Project Sustainability

The project sponsors having studied market conditions and the infrastructure in Tanzania are convinced that the project will be able to operate undisturbed. The peace and tranquility that exist in Tanzania and neighboring countries is another aspect of assured business sustainability.

7.0 Financial Analysis

7.1 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.

Revenues have been conservatively estimated based on experience of the promoters and trends in the cargo transportation industry.

7.2 Financial Statements:

7.3 Projected lodge Revenue

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

SIMGAS TANZANIA PROJECTED REVENUE US\$

	2012	2013	2014	2015	2016
Sales Revenue	1,529,250	2,293,875	2,982,037	3,876,648	5,039,643

8.4 Projected Profit and Loss Statement

The Income and Expenditure Statement shows the projected income for the 5 years period. The position depicted is that the project earns profit throughout its life. Accumulated after tax profits projected to be. US\$ **218,785** in first year to US\$ **2,309,140** in the 5year, refer appendix (IV)

<u>Years</u>	<u>Profit</u>
1 st Year-	US\$ 218,785
2 nd Year-	US\$ 583,315

3 rd Year-	US\$ 1,005,591
4 th Year-	US\$ 1,628,099
5 th Year-	US\$ 2,309,140

8.5 Projected Cash Flows

This is shown in the financial statements. The project has a positive end of year cash flow from year 1st, i.e. **US\$ US\$ negative US\$274,150** of operation to the 5th year i.e. **US\$ 449,471**; Refer appendix (v)

<u>Years</u>	<u>accumulated cash</u>
1 st Year-	US\$ (274,151)
2 nd Year-	US\$ 148,557
3 rd Year-	US\$ 212,760
4 th Year-	US\$ 424,185
5 th Year-	US\$ 449,471

8.6 Projected Balance Sheet

The projected Balance Sheet of the projected is shown in the financial statements under same heading. Net worth of the project as you can see US\$ 2,668,785 in the first year of operation US\$2,309,140 in the 5th year. Refer appendix (VI)

<u>Years</u>	<u>Total Financing</u>
1 st Year-	US\$2,668,785
2 nd Year-	US\$ 583,315

3 rd Year-	US\$1,005,591
4 th Year-	US\$1,628,099
5 th Year-	US\$2,309,140

8.7 Projected Payback Period

The payback period is within 5 years of project operations, as it is seen in appendix (VIII), the accumulated profit in fifth year is US\$ 2,310,637

8.8 Projected Loan Repayment

Loan of US\$750,000 is repaid within 4 years of operation, refer appendix (IX)

9.0 Economic Aspects

Implementation of this project will have the following social and economic values

- The project will create employment for 15 people on permanent contract basis as well as on temporary basis.
- It will generate substantial revenue to the government in the form of corporate tax, value added tax and pay as you earn.
- The project will have transfer of knowledge to other biogas systems manufacturing

10.0 Implementation

Project implementation is expected to be relatively very short once project has been approved it is estimated that implementation of the project will be completed within one year. Company will start its operation in small scale from January'12, after importing moulds, its operations in large scale will start after importing machinery by July'2012.

S/N	ACTIVITY	PERIOD
1	Processing TIC Certificate of Incentive	December 2011
2	Resources mobilization	December – March 2012
	Ordering plant and machine	March-May 2012
3	Machine instillation	May to June 2012
4	Testing business and in house training	July- August 2012
	Commercial operations	September 2012

11.0 Conclusion and 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.

Appendix (i)

SIMGAS TANZANIA LTD COST STRUCTURE

PARTICULAR	US\$
Land and Buildings	0.00
Machinery & Equipment	2,100,000.00
Motor Vehicles	70,000.00
Furniture & Fittings	15,000.00
Pre exp	10,000.00
Working Capital	5,000.00
TOTAL	2,200,000.00

Appendix (ii)

REVENUE SCHEDULES US\$

	US \$ 2011	US\$ 2012	US\$ 2013	US\$ 2014	US\$ 2015
Sales Revenue	1,160,800.00	1,260,800.00	1,279,805.00	1,285,901.00	1,295,000.00

Appendix (iii)

SIMGAS TANZANIA LTD FIXED ASSETS SCHEDULE

NAME OF ASSETS	2011 USD	2012 USD	2013 USD	2014 USD	2015 USD
Land And Buildings		0	0	0	0
Machinery, Tools & Equipment	2,100,000	1,837,500	1,575,000	1,312,500	1,050,000
Motor Vehicles	70,000	63,000	56,000	49,000	42,000
Furniture & Fixtures	15,000	13,125	11,625	10,125	8,625
Total	2,185,000	1,913,625	1,642,625	1,371,625	1,100,625
DEPRECIATION	2011 USD	2012 USD	2013 USD	2014 USD	2015USD
Land and buildings	0	0	0	0	0
Machinery tools & Equipment	262,500	262,500	262,500	262,500	262,500
Motor Vehicles	7,000	7,000	7,000	7,000	7,000
Furniture & Fixtures	1,875	1,500	1,500	1,500	1,500
ANNUAL DEPRECIATION	271,375	271,000	271,000	271,000	271,000
CLOSING FIXED ASSETS	1,913,625	1,642,625	1,371,625	1,100,625	829,625

Appendix (IV)

SIMGAS TANZANIA LTD PROJECTED INCOME & EXPENDITURE STATEMENT

	2012	2013	2014	2015	2016
Sales Revenue	1,529,250.00	2,293,875.00	2,982,037.50	3,876,648.75	5,039,643.38
Cost of Sales	764,625.00	1,146,937.50	1,580,479.88	1,938,324.38	2,771,803.86
Gross Profit	764,625.00	1,146,937.50	1,401,557.63	1,938,324.38	2,267,839.52
Operating Expenses:					
Installation costs	168,217.50	252,326.25	328,024.13	426,431.36	554,360.77
Motor vehicle running expenses	18,400.00	23,368.00	29,677.36	37,690.25	47,866.61
Salaries and Wages	153,757.00	215,259.80	279,837.74	391,772.84	509,304.69
Other administrative Expenses	138,629.00	152,491.90	167,741.09	184,515.20	202,966.72
Marketing Costs	18,500.00	20,350.00	22,385.00	24,623.50	27,085.85
Utility costs	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Communication	7,500.00	9,000.00	10,800.00	12,960.00	15,552.00
Pension	15,375.70	21,525.98	27,983.77	39,177.28	50,930.47
Total Operating Expenses	523,379.20	697,321.93	869,449.09	1,120,170.43	1,411,067.11
Operating profit	241,245.80	449,615.57	532,108.54	818,153.95	856,772.41
Interest	45,000.00	45,000.00	45,000.00	45,000.00	
Depreciation	271,375.00	271,000.00	271,000.00	271,000.00	271,000.00
Profit before tax	(75,129.20)	133,615.57	216,108.54	502,153.95	585,772.41
Tax (30%)	(22,538.76)	40,084.67	64,832.56	150,646.18	175,731.72
Profit After Tax	(52,590.44)	93,530.90	151,275.98	351,507.76	410,040.69
Cash Profit (PAT+Dep)	218,785	364,531	422,276	622,508	681,041
Accumulated Cash Profit	218,785	583,315	1,005,591	1,628,099	2,309,140

SIMGAS TANZANIA LTD LIMITED PROJECTED CASH FLOW US\$

	2012	2013	2014	2015	2016
CASH INFLOW					
Profit/Loss Before Interest and Depr.	(256,651.00)	471,141.00	560,092.00	857,331.00	907,702.00
Equity	1,700,000.00	-	-	-	-
Bank Loan	750,000.00	-	-	-	-
Total Inflow	2,193,349.00	471,141.00	560,092.00	857,331.00	907,702.00
CASH OUTFLOW					
Capital Expenditure	2,185,000.00	-	-	-	-
Working Capital	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Corporate Tax	-	40,084.00	64,832.00	150,646.00	175,731.00
Subtotal Cash Outflow:	2,190,000.00	45,084.00	69,832.00	155,646.00	180,731.00
Debt Servicing:	-	-	-	-	-
Interest Charges	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00
Loan Repayment	232,500.00	232,500.00	232,500.00	232,500.00	232,500.00
Total Debt Servicing:	277,500.00	277,500.00	277,500.00	277,500.00	277,500.00
Total Out flows	2,467,500.00	322,584.00	347,332.00	433,146.00	458,231.00
ACCUMULATED CASH	(274,151.00)	148,557.00	212,760.00	424,185.00	449,471.00

SIMGAS TANZANIA LTD PROJECTED BALANCE SHEET US \$

	2012	2013	2014	2015	2016
<u>Fixed Assets</u>					
Long-term Assets	2,185,000.00	1,837,500.00	1,575,000.00	1,312,500.00	1,050,000.00
Depreciation	271,375.00	271,375.00	271,375.00	271,375.00	271,375.00
Total Long-term Assets	1,913,625.00	1,566,125.00	1,303,625.00	1,041,125.00	778,625.00
<u>Current Assets</u>					
Cash	(274,151.00)	148,558.00	212,760.00	424,185.00	449,471.00
Working Capital	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Total Current Assets	(269,151.00)	153,558.00	217,760.00	429,185.00	454,471.00
Total Assets	1,644,474.00	1,719,683.00	1,521,385.00	1,470,310.00	1,233,096.00
Financed by:					
Bank Loan	750,000.00	-	-	-	-
Equity	1,700,000.00	-	-	-	-
Retained Earnings	218,785.00	583,315.00	1,005,591.00	1,628,099.00	2,309,140.00
Total Financing	2,668,785.00	583,315.00	1,005,591.00	1,628,099.00	2,309,140.00

PAYBACK PERIOD

Year	Profit After Tax	Depreciation	Total Cash Flow	Accumulative Cash Flow
2012	(52,590.00)	271,375.00	218,785.00	218,785.00
2013	93,530.00	271,375.00	364,905.00	583,690.00
2014	151,275.00	271,375.00	422,650.00	1,006,340.00
2015	351,507.00	271,375.00	622,882.00	1,629,222.00
2016	410,040.00	271,375.00	681,415.00	2,310,637.00

Initial Investment Cost= USD2200000

From above table, payback period is within 5 years

PROJECTED LONG TERM LOAN REPAYMENT

Repayments US\$					
Year	principle	Loan (6%)	Interest	Total Amount Paid	Loan Balance
0					750,000
1	187,500	45,000		232,500	562,500
2	187,500	45,000		232,500	375,000
3	187,500	45,000		232,500	187,500
4	187,500	45,000		232,500	0
TOTAL	750,000	180,000		930,000	

THE COMPANIES ACT 2002

(LAWS OF TANZANIA)

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

SIMGAS TANZANIA LIMITED

(A PRIVATE COMPANY)

INCORPORATED AS OF THIS 6TH DAY OF July, 2011

ADEPT CHAMBERS

Upanga Road
Peugeot House Floor 1,
P.O. Box 79651
Dar Es-Salaam
Tanzania

Stamp Duty Paid
Stamp No. 16770 08/07/11

Stamp Duty Paid
Stamp No. 16770 08/07/11

THE COMPANIES ACT 2002

(LAWS OF TANZANIA)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

SIMGAS TANZANIA LIMITED

1. The name of the Company is **SIMGAS TANZANIA LIMITED**.
2. The registered office of the Company will be situated in the Republic of Tanzania.
3. The objects for which the Company is established are:
 - (a) To carry on all or any business of producing, developing, manufacturing and distribution of bio sanitation products, bio sanitation systems, biogas energy systems and all other types of sanitation, agriculture and energy system products and of installers, maintainers, repairers, retailers of and dealers in all bio sanitation systems and biogas energy systems, turbines, machines, appliances and apparatus of every description and to import, export, buy, sell, barter, exchange, pledge, charge make advances upon or otherwise deal in all types of bio sanitation systems, biogas energy systems, agriculture and other all other types of energy systems and all other goods, produce and merchandise.
 - (b) To design and develop products for conversion of all types of biomass, plants and biological waste of any nature into any type of energy source, including heat, electricity, liquid biofuel or combustible biogas.
 - (c) To carry out research investigations and experimental work in relation to bio sanitation, bio sanitation systems and biogas energy systems and the application and use of bio sanitation, bio sanitation systems and biogas energy systems technology.
 - (d) To establish, set up, purchase, sell, prepare, import, export, deal, trade or otherwise acquire industries, businesses, merchandise, machinery, equipment and accessories for manufacture of all kinds of bio

sanitation, agriculture and energy systems which may seem expedient for the purpose of the company.

- (e) To finance or assist in financing the purchase of biogas sanitation systems, biogas energy systems, goods, articles or commodities or every kind by way of credit sale, hire purchase or deferred payment, or similar transactions, and to subsidise, finance or assist in subsidising or financing the purchase and maintenance of any goods or installations; to acquire and discount hire purchase or other agreements or any rights under them (whether proprietary or contractual) and generally to carry on business and to act as bankers, financiers, factors or in any other capacity in any part of the world.
- (f) To plant oil seeds crops and to produce both crude oils and refined biofuels.
- (g) To carry on the business of producers, refiners, sorters, suppliers and distributors of biofuel products and oil products.
- (h) To acquire clear, manage, farm, cultivate, plant, explore, work, restore or improve any land, or any interest in land; to deal with any farm or other products of any such land, and to carry on the business of general traders, .
- (i) To develop, establish, manage and carry on the trade or business of farmers and farming, stock farmers, cattle rearers, grazers, dairymen, livestock and poultry foresters, hunters, trappers, fell mongers, tanners, food specialists, preserved meat, fish, fruits, vegetable and food manufactures, dealers in cattle, sheep and animals generally, and dealers, whether by wholesale or retail in coal grain, timber, foodstuffs, meat and offal's hides and skins, fats, tallow grease and oils and animal, vegetable and fishery products and by-products, produce merchandise of all kinds.
- (j) To purchase, take on lease, option or license, exchange or otherwise acquire in any part of the world ranches, farm, lands, concessions, estates, plantations and properties, and to cultivate, improve, manage, develop or otherwise turn to account, deal with or dispose of the same, agricultural, ranching, grazing, plantation, forest, fishing and trading, grants, licenses, concessions, options rights or privileges.
- (k) To carry on the business of manufacturers, producers, refiners, developers and dealers in all kinds of metals, materials, minerals, chemicals, substances and products, whether natural or artificial, including in particular, but without limitation, plastics, resins and

goods and articles made from the same, and compounds, intermediates, derivatives and by-products thereof.

- (l) To acquire, clear, manage, farm, cultivate, plant, explore, work, restore or improve any land, or any interest in land; to deal with any farm or other products of any such land, and to carry on the business of general traders.
- (m) To acquire or erect glasshouses and any other premises for the promotion of the speedy growth of crops, vegetables, fruit or flowers, and to sell all such produce.
- (n) To carry on the businesses of horticulturists, arboriculturists and seed merchants;
- (o) To carry on the business of timber growers and the sale of timber and trees of every kind;
- (p) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in any media, or by the purchase, exhibition, or reproduction of works of art, or by the publication of books and pictures, or by granting concessions, prizes, rewards and goods free or at reduced prices, or in such other manner, whether similar to the above or not, as the Company may deem desirable.
- (q) To carry on the business of importers, exporters, general merchants, distributors, storers, marketers and dealers in all types of commodities and other products and the sale by wholesale or retail of such products and to acquire, establish or carry on the business of wholesale and retail merchants, importers and exporters, general merchants and commission agents, general manufacturers, carriers, land and estate agents, contractors, store keepers and sellers of goods and all types and kinds of merchandise, commodities, general provisions, fine foods, agricultural produce, dairy produce, manufactured goods, building materials and builders' requisites, machinery, electrical and engineering goods, household goods, fabrics, furnishing fabrics, jewellery and perfumes and to carry on any business incidental to the aforementioned businesses.
- (r) To build, erect, contract, lay down, purchase, take on lease, option, license, exchange or otherwise acquire in any part of the world any abattoirs, freezing works, cold stores, cooling stores, preserving and establishments for the manufacture, getting, extracting establishments for the manufactures, getting extracting, and preparing for marketing, of procedures and merchandise of all kinds and descriptions, and

operate, improve, manage, or otherwise turn to account, and deal with or dispose of the same in any manner whatsoever.

- (s) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account, let on royalty, share of profits, or otherwise grant and deal with the resources, lands, buildings, and rights in such manner and for such consideration as the Company, may think fit, and in particular by clearing, irrigation, training, fencing, planting, building, improving, farming, grazing, pasturing, and by promoting immigration, establishing towns, villages and settlements.
- (t) To establish, manage and carry on the trade or businesses of slaughter men, butchers, cold and cooling store and frozen products of all kinds, builders and contractors for the construction of works, both public and private, chemical, plastics, soap, detergent, glass, articles and foods of every kind, millers, foundry men, electrical, mechanical, refrigeration, insulation, chemical, heating, mining, experimental and general engineers, chemists, dredgers, quarrymen, miners, quarry and mine proprietors, brick and tile makers, timber and growers, timber and lumber merchants, and dealers in cement, sands, lime, bricks and building requisites.
- (u) To buy, sell, manufacture, prepare for market and deal in foods and other products, goods, provisions, clothing, stores, drugs, medicinal and pharmaceutical preparations, tobacco, wines, beer, spirits, liquors of whatever description, and all conveniences or necessities of life which may be used or required for workmen or others employed by the Company.
- (v) To examine, investigate and otherwise to acquire information relating to any property or rights which the Company may acquire, or become interested in, and to employ, equip and send to any part of the world explores, engineers, chemists, abattoir and refrigeration experts, food (technologists), animal, agricultural, fishery and food experts, and others for the purposes of making surveys and investigations of any nature whatsoever.
- (w) To purchase or otherwise acquire real or personal property of all kinds and in particular land, buildings, machinery, plant, stores, patents, licenses, concessions, rights of way, light or water, and any rights or privileges which it may seem convenient to obtain for the purposes of or in connection with the business of the company, and to manage, develop, sell, exchange, lease, mortgage, or otherwise deal with the whole or any part of such property or rights.

- (x) To carry on the businesses of horticulturists, arboriculturists and seed merchants.
- (y) To carry on the business of developers, promoters, organizers, operators and managers of all kinds of game lodges, tented camps, safari circuits, hotels, apartments and related amenities, to establish and provide all kinds of facilities and attractions for tourists and others and in connection with any such business to purchase, lease, hire, provide, operate, equip and maintain all land, property, buildings, structure, equipment and articles which may be necessary or convenient in the opinion of the Company for the carrying on of such business.
- (z) To carry on the business as tour operators, travel agents and contractors and organisers, administrators and operators of tours, excursions, cruises, safaris and expeditions of all kinds by land, sea or air and to construct, take on lease, hire or otherwise acquire and maintain tourist and holiday resorts and hotels and other types of lodging accommodation for travellers and further to provide courier services, booking and reservation services of travel tickets, sleeping cars, berths, passports, visa and other immigration and customs clearance services, safe deposits, currency exchange services and to provide attendants, guides and drivers for travellers and tourists.
- (aa) To carry on the business of travel agents, tourist agents and contractors, cable telegraph and telephone companies agents, insurance, forwarding and general agents, aircraft and ship owners and charters, agents for operators of air, sea, land or inland waterway carriages undertakings, road transport owners, hirers, hotel, restaurants, apartment and lodging-house keepers, to fit up and furnish any property for the purpose of letting the same to visitors or guests whether in single rooms, suites, cottages or otherwise, caterers and storekeepers, teachers of languages, promoters and managers of travelling, social or educational clubs and societies, publishers of books, brochures, periodicals and newspaper sellers, foreign correspondents and advertising agents and generally to facilitate travelling, and to provide for tourists and travellers or promote the provision of facilities of every description and in particular by means of the booking of travel tickets and accommodation and hotel and lodging accommodation, providing guides, safe deposits, inquiry bureaux and baggage transport and arranging and operating tours.
- (bb) To acquire and take over any business or undertaking carried on, upon, or in connection with, any land or building, which the Company may acquire or become interested in, and the whole or any of the assets

and liabilities of such business or undertaking, and to carry on the same, or to dispose of, remove, or put an end thereto, or otherwise deal with the same as may seem expedient to the Directors of the Company.

- (cc) To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any charter, licence, power, authority, franchise, concession, right, privilege which any government or authority, supreme, municipal, local or otherwise, or any corporation or public body may be empowered to issue, confer or make and to pay for, aid in and contribute towards carrying the same into effect and to appropriate any of the Company's assets, shares, stock, debentures or other securities to defray the necessary costs and expenses thereof.
- (dd) To acquire the goodwill or shares of any business or company carrying on any trade or business within the objects of the Company and any lands, privileges, contracts, property or effects, held or used in connection therewith and upon such purchase to undertake the liabilities of such business or company.
- (ee) To undertake, conduct, acquire and carry on or out work of all kinds relating to any business of the Company.
- (ff) To invest the moneys of the Company not immediately required in such manner as may from time to time be determined by the Directors of the Company.
- (gg) To apply for and acquire privileges, licenses, concessions, secret processes and the like which the Directors of the Company may deem to be advantageous for the business of the Company.
- (hh) To take part in the formation, management, supervision or control of the business or operations of any company, firm or other unincorporated body and for that purpose to act as directors, administrators, managers, accountants or other experts or agents.
- (ii) To vest any movable or immovable property, rights or interests acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.
- (jj) To sell or dispose the undertaking, assets or property of the Company or any part thereof for such consideration as the Company may think fit, and in particular for the shares, debentures or securities of any company purchasing the same.

- (kk) To acquire and deal with the business, property and liabilities of any company, firm or persons carrying on any business within the objects of the Company.
- (ll) To acquire and deal with and in plant and machinery, patents, patent rights, inventions, copyrights, designs, trademarks or secret processes and other intellectual property rights and to sell, let, dispose or grant rights and licenses over the same.
- (mm) To acquire and deal with the shares, stock and securities in or of any company or undertaking the acquisition of which may promote or advantage the interests of the Company.
- (nn) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Company may consider to be preliminary expenses.
- (oo) To draw, accept and negotiate bills of exchange, promissory notes and other negotiable and mercantile instruments for the purpose of the Company's business.
- (pp) To borrow or raise money whether or not for the purposes of the Company (including by way of hire purchase, conditional sale, credit sale or any other such methods of financing) from banking and financial institutions or other money lending institutions or by other lawful means including by the issue of debentures, debenture stock (perpetual or terminable) or bonds and to secure or discharge any debt, liability or obligation of or binding on the Company whether by way of guarantee or indemnity or otherwise (including, without limitation, pursuant to the borrowing or raising of money) by the giving of mortgages, charges or other security founded, or based upon all or any of the property and rights of the Company, including its uncalled capital or without any such security and upon such terms as to priority or otherwise as the Company shall think fit.
- (qq) To lend and advance money or give credit to any person or company on such terms as may seem expedient to the Directors of the Company and in particular to a customer or person or firm or company or other body corporate or unincorporated having dealings with the Company.
- (rr) To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets, rights and revenues present and future and uncalled capital of the Company or by both such methods or by

such other means whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever (including but not limited to principal, interest and other liabilities of any borrowings or acceptance credits and capital, premiums, dividends, costs and expenses or any stocks, shares or securities) by any person, firm or company including but not limited to any company which is for the time being a holding company or a subsidiary (both as defined in the Companies Act 2002 of the Company or of the Company's holding company and that the giving and creation of any such guarantee support or security is hereby constituted one of the main objects of the Company.


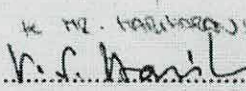

- (ss) To enter into joint venture agreements or an amalgamation with any other company, firm or person carrying on business within the objects of the Company.
- (tt) To promote or assist in the promotion of any other company or business for the purpose of acquiring any of the assets and liabilities of the company or business or for any other purpose which may seem to the Directors of the Company directly or indirectly to benefit the Company.
- (uu) To sell the undertaking and all or any of the property of the Company for cash or stock, shares or securities of any other company or person or for any other consideration.
- (vv) To grant pensions, allowances, gratuities and bonuses to the employees or ex-employees of the Company or such persons who have given honorary services to the Company and to support or subscribe to any charitable or other institutions, clubs, societies or funds.
- (ww) To distribute in specie the assets and property of the Company amongst its members.
- (xx) Generally to do all such things as may appear to be incidental or conducive to the attainment of the above objects or any of them.

AND it is hereby declared that the intention hereof is that the objects hereinabove specified in this clause 3 shall be independent main objects of the Company and shall in no way be limited or restricted by reference to or inference from the terms of any other paragraph or the other clauses hereof.

4. The liability of the members is limited.
5. The nominal share capital of the Company is Tanzania Shillings one hundred million (T.Shs. 100,000,000/=) divided into one hundred thousand (100,000)

shares of Tanzania Shillings one thousand (T.Shs.1,000/=) each with the rights and privileges and conditions respectively attached thereto as may from time to time be conferred by the regulations of the Company with powers to increase or to reduce its capital and to divide the share capital of the Company from time to time into several classes and attach thereto such preferential, differed, qualified or special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.

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

NAMES, POSTAL ADDRESSES & OCCUPATION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS
1. SILAFRICA TANZANIA LIMITED (COMPANY NUMBER: 63444) PLOT 30G, NYERERE ROAD P.O. BOX 79561 DAR ES SALAAM TANZANIA	FIVE HUNDRED (500)	Affix Company seal / stamp * COMPANY SEAL * DIRECTOR'S SIGNATURE  Director * THE HONORABLE SECRETARY  Director/Company Secretary
2. AKSHAY SHAH PLOT NO. 2406, SEA VIEW, UPANGA P.O. BOX 3016, DAR ES SALAAM, TANZANIA	ONE (1)	* AKSHAY'S SIGNATURE 
Total Number of Shares	FIVE HUNDRED AND ONE (501)	

[Notarisation page follows]

DATED as of this 06th day of Jun, 2011

WITNESS to the above signatures:

Name: _____

Signature: _____
THOMAS OKELLO ATTTO
ADVOCATE &
COMMISSIONER FOR OATHS

Address: _____
P.O. Box 100169
DAR ES SALAAM

Occupation: _____

TANZANIA
Stamp Duty Paid
PAID ON ORIGINAL
Receipt No... 16790
11/10/2011

THE COMPANIES ACT 2002
(LAWS OF TANZANIA)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

SIMGAS TANZANIA LIMITED

TANZANIA
Stamp Duty Paid
Receipt No... 16790
11/10/2011

TABLE A

1. The regulations in Table A in the First Schedule to the Companies Act 2002 shall not apply to the Company save if the same is repeated or contained in these Articles.

INTERPRETATION

2. In these Articles unless the context otherwise requires, expressions defined in the Companies Act 2002 shall have the meanings so defined and the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, namely:

<u>Words</u>	<u>Meanings</u>
"Act"	the Companies Act 2002 or any statutory re-enactment or modification thereof for the time being in force, and reference to any section or provisions of the Act shall include reference to any statutory re-enactment or modification of such section or provision for the time being in force;
"Articles"	these Articles of Association of SIMGAS TANZANIA LIMITED;
"Auditors"	the duly appointed auditors of the Company from time to time;
"Board"	the board of Directors of the Company or the Directors present at a duly convened meeting of Directors at which quorum has been attained;
"Chairman"	the Chairman of the Company;
"Company"	means SIMGAS TANZANIA LIMITED;
"Directors"	the Directors for the time being of the Company or if

there be only one Director then such one Director;

"Dividends"	any distribution (whether in cash or property, and whether made before or during a winding up) by the Company to any Member with respect to a Member's equity interest in the Company;
"Member"	a registered shareholder in the Company;
"Memorandum"	the Memorandum of Association of the Company;
"Month"	calendar month;
"objects"	the objects of the Company;
"Office"	the registered office of the Company;
"quorum"	(in the case of Board meetings) three (3) Directors of whom at least one (1) must be appointed by each shareholder as the minimum number of Directors who must be present at a meeting in order for business to be transacted;
"Seal"	the Common Seal of the Company;
"Year"	the financial year as determined by the Board of Directors; and
"writing"	includes printing and lithography and any other mode or modes of representing or producing words in a visible form.

PRIVATE COMPANY

3. The Company is a Private Company, and accordingly:
- (a) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company;
 - (b) the number of the Members, not including persons who are in the employment of the Company is limited to fifty (50) Members:

Provided that, for the purpose of this provision, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single Member;
 - (c) the right to transfer the shares of the Company is restricted in the

manner hereinafter provided; and

- (d) no bearer Share Warrant shall be issued.

BUSINESS

4. Any branch or kind of business which the Company is either expressly or by implication authorized to undertake in terms of its objects, may be undertaken by the Board at such time or times as it shall think fit, and further may be suffered by it to be in abeyance, whether such branch or kind of business may have been actually commenced or proceeded.
5. The Office shall be at such a place in Tanzania as the Board shall from time to time appoint.
6. No part of the funds of the Company shall directly or indirectly be employed in the purchase of or in loans upon the security of the Company's shares, provided that nothing in this Article shall prohibit transactions mentioned in the proviso of Section 57 (I) of the Act.

SHARE CAPITAL

7. The share capital of the Company at the date of adoption of these Articles is Tanzania Shillings one hundred million (T.Shs. 100,000,000/=) divided into one hundred thousand (100,000) shares of Tanzania Shillings one thousand (T.Shs.1,000/=) each
8. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares, any share in the Company (whether forming part of the original capital or not) may be issued with any such preferred, deferred or other special rights or subject in regard to dividend returns of capital, voting or otherwise as the Company may from time to time, by resolution, determine or in the case of any shares in respect of which there has been no such determination as the Board may direct.
9. Subject to the provisions of Section 61 of the Act any preference shares may be issued on terms that they are, or at the option of the Company are to be liable, to be redeemed on such terms and in such manner as the Company may, by special resolution, determine.
10. The Company may, from time to time by ordinary resolution, increase its share capital by such sum, to be divided into shares of such amount as the resolution shall prescribe.

MODIFICATION OF CLASS OF SHARES

11. All or any of the special rights and privileges for the time being attached to any class of shares issued may from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent, in writing, of the holders of no less than three - fourths (3/4) of the issued

shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of such shares. To any such separate general meeting all the provisions of these Articles as to the general meeting of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy no less than one-third of the issued shares of the class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him, and that if at any adjourned meeting of such holders a quorum as above defined be not present, those of such holders who are present shall be a quorum.

12. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided by the conditions of issue of such shares, be deemed to be altered by the creation or issue of further shares ranking, *pari passu* therewith.

SHARES

13. Subject to the provisions of these Articles, the unissued shares of the Company shall be at the disposal of the Board, which may allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may determine, but so that no shares shall be issued at a discount except in accordance with Section 60 of the Act.
14. All issues of shares of common stock, preferred stock or options or warrants to purchase common or preferred stock or any security convertible in whole or in part into any of the aforesaid shares, options or warrants shall first be offered to all of the Members as nearly as may be in proportion to the percentage of the capital stock of the Company respectively held by such Member at the date of such offer. Every such offer shall be made in writing by the secretary of the Company and shall state that any shares the subject of such offer that are not subscribed by any Member will be offered to the other Members in proportion to the shares held by them.
15. If the shares and equity securities of any issue shall not be capable, without division into fractions, of being offered to or being divided among the Members in the proportions above mentioned the same shall be offered to or divided among the Members as nearly as may be in such proportions and any balance shall be offered to or divided among the Members in such manner as may be reasonably determined by the Board.
16. If all of the shares or equity securities, as the case may be, of any issue are not fully subscribed for within a period of fifteen (15) days after the same are offered to the Members, the Company shall, during the following period of fifteen (15) days, offer all or any of the shares or equity securities not taken up by the Members to those Members who have accepted their offers in proportion to their shareholdings, and if not subscribed by these Members within a period of thirty (30) days after being offered the Company may offer the same to any person or persons as the Board thinks fit, provided that:

- (a) the price at which such shares or equity securities may be allotted and issued shall be not less than the subscription price initially offered to the Members, and
 - (b) the terms of payment and otherwise for such shares or equity securities shall not be more favourable than the terms initially offered to the Members.
17. The Company may exercise the powers of paying commissions conferred by Section 56 of the Act, provided that the rate or amount of the commission paid or agreed to be paid and the number of shares which persons have agreed for a commission to subscribe absolutely shall be disclosed in the manner required by the said section, and that such commission shall not exceed ten per cent. (10%) of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten per cent. (10%) of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
18. If any shares of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant or equipment which cannot be made profitable for a lengthened period, the Company may, pay interest on so much of such share capital as is for the time being paid up and may charge the same to capital as part of the cost of construction of the works or buildings or the provision of plant.
19. Except as ordered by a court of competent jurisdiction or as by law required, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

SHARE CERTIFICATES

20. Every person whose name is entered as a Member in the Register shall be entitled, without payment, to receive within two months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares of any one class, or several certificates each for one or more of his shares of such class upon payment of such sum for every certificate after the first as the Board shall from time to time determine. In the case of a share held jointly by several persons, delivery of a certificate to one of several joint holders shall be sufficient delivery to all. If a Member shall sell or transfer part of the shares comprised in his holding he shall be entitled to a certificate for the balance without charge.
21. If a share certificate is defaced, lost or destroyed it may be replaced on

payment of such fee (if any) as may be determined by the Board and on such terms (if any) as to evidence and indemnity and payment of the out-of-pocket expenses of the Company of investigating such evidence as the Board may think fit and, in case of defacement, on delivery of the old certificate to the Company.

LIEN

22. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys, whether presently payable or not, called or payable at a fixed time in respect of such share, and the Company shall also have a first and paramount lien and charge on all shares (other than fully paid shares) standing registered in the name of a single Member for all the debts and liabilities of such Member or his estate to the Company, and whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such Member, and whether the time for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person whether a Member or not. The Company's lien on a share shall extend to all dividends payable thereon. But the Board may at any time declare any share to be wholly or in part exempt from the provisions of this article. Unless otherwise agreed, the registration of a transfer of shares shall not operate as a waiver of the Company's lien, if any, on such shares.
23. The Company may sell, in such manner as the Board may think fit, any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default shall have been given to the holder for the time being of the share or to the person entitled by reason of his death or bankruptcy to the share.
24. The net proceeds of sale shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Board may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

CALLS ON SHARES

25. The Board may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall

exceed one-fourth of the nominal amount of the shares or be payable earlier than one month from the date fixed for payment of the last previous call, and each Member shall (subject to the Company giving to him at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Board may determine.

26. A call may be made payable by instalments and shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed.
27. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
28. If a sum called in respect of a share be not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate, not exceeding ten per cent. (10%) per annum, as the Board may determine, but the Board shall be at liberty to waive payment of such interest wholly or in part.
29. Any sum which, by the terms of issue of a share, becomes payable on allotment or at any fixed date, whether on account of the nominal amount of the share or by way of premium, shall for all the purposes of these Articles be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
30. The Board may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.
31. The Board may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate, as may be agreed upon between the Board and the Member paying such sum in advance. The Directors may at any time on giving not less than three months' notice in writing to such Member repay to him the amount by which any such advance exceeds the amount actually called up on the shares.

TRANSFER OF SHARES

32. No shareholder shall sell, assign or otherwise transfer any shares without the prior written consent of the other shareholders except as provided in this Article.
33. If any Member (the "Offeror") wishes to transfer any of its shares in the Company, it shall first offer ("the Offer") all of such shares it is seeking to

transfer ("the Offer Shares") to the other Members ("the Offeree").

34. The Offer shall:
- (a) be in writing and shall be delivered by the Offeror to the Offeree at its address registered with the Company with a copy to the Company Secretary;
 - (b) be irrevocable and open for acceptance by the Offeree for a period of thirty (30) days following the date of receipt of the Offer by the Offeree;
 - (c) if an offer for the Offer Shares has been made by a bona fide third party to the Offeror, be accompanied by a true and complete copy of any such offer; and which in either case must contain the name of the bona fide third party and in the case where the bona fide third party is acting in the capacity of agent, the name of his ultimate principal;
 - (d) in all other cases apart from those referred to in Article 34(c), stipulate a cash price at which the Offeror is prepared to sell the Offer Shares and which shall be payable free of set-off or other deduction against delivery of the certificates in respect of the Offer Shares in negotiable form to the Offeree or its nominee; and
 - (e) not be subject to any other term or condition except that whole (and not a part only) of the Offer must be accepted.
35. In the event that the Offer is accepted by more than one of the Offerees, the right of first refusal mentioned above shall be deemed to be proportionate to each Offeree's existing shareholding in the Company. For the avoidance of doubt, in the event any Offeree does not accept the Offer each Offeree which has accepted the Offer shall be entitled, within twenty (20) days after being notified by the Offeree that any Offeree has not accepted the Offer, to accept the whole (and not any part) of the Offer in respect of the Offer Shares not accepted by any Offeree at the same price and on the same terms as stated in the original Offer.
36. If the whole of the Offer (and not part only) is not accepted by the Offeree within the period referred to in Article 34(b) (as extended, if necessary, pursuant to Article 35), then the Offeror shall be entitled, within thirty (30) days after such non-acceptance, to sell and transfer all (but not a part only) of the Offer Shares to a bona fide purchaser (and, where Article 34(c) is applicable to the bona fide third party referred to therein) ("the Third Party") at a price not lower and on terms and conditions not more favourable to that Third Party than those at which the Offeree was entitled to purchase the Offer Shares in terms of the Offer. Should the Offeror not sell all the Offer Shares within such thirty (30) day period, then Articles 33-36 inclusive shall apply de novo.
37. No transfer shall be registered unless a proper instrument of transfer shall have been delivered to the Company. The instrument of transfer of a share shall be executed by both the transferor and the transferee, and the transferor

shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. All instruments of transfer, when registered, shall be retained by the Company.

38. The Board may decline to recognize any instrument of transfer if:
- (a) such fee to be determined by the Board is not paid to the Company in respect thereof;
 - (b) the instrument of transfer is not lodged with the Company at the registered office of the Company or is not accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
 - (c) the instrument of transfer is in respect of more than one class of shares.
39. If the Board refuses to register a transfer it shall, within two months after the date on which the transfer was lodged, send to the transferee notice of the refusal and the instrument of transfer that the Board has refused to register shall be returned to the transferee.
40. The Company shall be entitled to charge a fee to be determined by the Board on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney, or other instrument relating to or affecting the title to any share.

TRANSMISSION OF SHARES

41. In case of the death of a Member the survivor or survivors where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole holder, shall be the only persons recognized by the Company as having any title to his shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him with other persons.
42. A person entitled to a share in consequence of the bankruptcy or death of a Member shall be bound at any time, if and when called upon in writing by the Directors so to do, to transfer such shares, as then registered in the name of the bankrupt or deceased Member, in favour of a nominee named by the Board.
43. A person becoming entitled to a share in consequence of the death or bankruptcy or liquidation of a Member shall be entitled to receive and may give a discharge for any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of the share to receive notices of or to attend or vote at general meetings of the Company or, save as aforesaid, to exercise in respect of the share any of the rights or privileges of a Member until he shall have become registered as the holder thereof.

FORFEITURE OF SHARES

44. If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Board may at any time thereafter during such time as any part of such call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest and expenses which may have accrued.
45. The notice shall name a further day (not being less than fourteen days from the date of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made or instalment is payable will be liable to be forfeited. The Board may accept the surrender of any share liable to be forfeited hereunder and, in such case, references herein to forfeiture shall include surrender.
46. If the requirements of any such notice as aforesaid be not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls or instalments, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
47. When any share has been forfeited, notice of the forfeiture shall forthwith be given to the holder of the share or the person entitled to the share by reason of the death or bankruptcy or liquidation of the holder (as the case may be); but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice as aforesaid.
48. A forfeited share shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Board shall think fit, and at any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Board may think fit.
49. A Member whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but shall, notwithstanding, remain liable to pay to the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares with interest thereon at such rate as the Board may determine, not exceeding ten per cent per annum, from the date of forfeiture until payment but the Board may waive payment of such interest either wholly or in part.
50. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration (if any) given for the share on the sale or disposition thereof and may execute a transfer of the share in favour of the

person to whom the same is sold or disposed of, and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

INCREASE OF CAPITAL

51. The Company may from time to time by ordinary resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.
52. The Company may, by the resolution increasing the capital, direct that the new shares or any of them shall be offered either at par or at a premium or (subject to the provisions of Section 60 of the Act) at a discount or may make any other provisions as to the issue of the new shares. In default of any such direction or so far as the same shall not extend the provisions of Article 13 shall apply to such shares.
53. The new shares shall be subject to all the provisions of these Articles with reference to payment of calls, lien, transfer, transmission, forfeiture and otherwise and, unless otherwise provided in accordance with these Articles, shall be issued as Ordinary Shares.

ALTERATIONS OF CAPITAL

54. The Company may from time to time by:
 - (1) ordinary resolution:
 - (a) consolidate and divide all or any of its share capital into shares of larger amount than of its existing shares;
 - (b) sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum (subject, nevertheless, to the provisions of Section 65 (1)(d) of the Act), and so that the resolution whereby any share is sub-divided may determine that as between the holders of the shares resulting from such sub-division one or more of the shares may have any such preferred or other special rights over, or may have such qualified or deferred rights or be subject to any such restrictions as compared with the other or others as the Company has power to attach to un-issued or new shares;
 - (c) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled; and
 - (d) vary, modify or amend any rights attached to any shares not yet issued; and may also by special resolution:

- (2) special resolution:
 - (a) reduce its share capital or any capital redemption reserve fund or any share premium account in any manner and with and subject to any circumstance authorized by the Act.

GENERAL MEETINGS

- 55. 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 not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Board shall appoint.
- 56. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 57. The Board may, whenever it thinks 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 134 of the Act. If at any time there are not within Tanzania sufficient Directors capable of acting to form a quorum, any Director or any two Members may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board. In the case of an Extraordinary General Meeting called pursuant to a requisition, no business other than that stated in the requisition as the subject of such meeting shall be transacted unless such meeting shall have been called by the Board.

NOTICE OF GENERAL MEETINGS.

- 58. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice in writing at the least, and a meeting other than an Annual General Meeting or a meeting for the passing of a special resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting, and, in the case of special business, the general nature of that business. The notice convening an Annual General Meeting shall specify the meeting as such, and the notice convening a meeting to pass a special or extraordinary resolution shall specify the intention to propose the resolution as a special or extraordinary resolution as the case may be. Notice of every General Meeting shall be given in manner hereinafter mentioned to such persons as are, in accordance with the provisions of these Articles, entitled to receive such notices from the Company, and also to the Auditors of the Company for the time being:

Provided that with the consent of all the Members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those Members may think fit.

In every notice calling a meeting there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a Member.

59. The accidental omission to give notice of a meeting or (in cases where instruments of proxy are sent out with the notice) the accidental omission to send such instrument of proxy to, or the non-receipt of notice of a meeting or such instrument of proxy by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS.

60. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also all business that is transacted at an Annual General Meeting with the exception of the declaration and sanctioning of dividends, the consideration of the accounts and balance sheet and the reports of the Directors and Auditors, the election of Directors and Auditors and other officers in place of those retiring by rotation or otherwise, and the fixing of the remuneration of the Auditors and the voting of remuneration to the Directors.
61. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as otherwise provided by these Articles or agreed in writing between the shareholders, at least one Member present in person or by proxy together holding not less than fifty one (51%) of the issued and paid up ordinary shares and entitled to vote shall be a quorum for all purposes. A corporation being a Member shall be deemed for the purpose of this Article to be personally present if represented by proxy or in accordance with the provisions of Section 141 of the Act.
62. If within half an hour from the time appointed for a meeting a quorum is not present the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine.
63. The Chairman (if any) of the Board shall preside as Chairman at every General Meeting of the Company.
64. If there is no such Chairman or if at any meeting the Chairman be not present within half an hour after the time appointed for holding the meeting, the Members present shall choose any of the Directors present at the meeting to act, or if one Director only be present he shall preside as Chairman if willing to act. If no Director is present, or if all the Directors present decline to take the chair, the Members present shall choose one of their number to be Chairman.

65. 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 except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
66. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll be demanded by the Chairman, or by any Member. Unless a poll is 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 not carried by a particular majority or lost, and an entry to that effect in the book 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 a resolution.
67. If any votes shall be counted which ought not to have been counted or might have been rejected the error shall not vitiate the resolution unless it be pointed out at the same meeting and not in that case unless it shall, in the opinion of the Chairman of the meeting, be of sufficient magnitude to vitiate the resolution.
68. If a poll is duly demanded the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
69. In case of an equality of votes at a General Meeting, whether on a show of hands or on a poll, the Chairman of such meeting shall not be entitled to a second or casting vote.
70. A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place and in such manner as the Chairman directs.
71. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded, and it may be withdrawn at any time before the next business is proceeded with.

VOTES OF MEMBERS

72. Subject to any special terms as to voting upon which any share capital may be issued or may for the time being be held on a show of hands every Member who (being an individual) is present in person or (being a government or corporation) is present by a representative duly authorised under Section 141 of the Act shall have one vote. On a poll every Member who is present in person or by proxy shall have one vote for every share of which he is the

holder.

73. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register.
74. In accordance with Section 141 of the Act a corporation being a Member may by resolution of its directors or other governing body and any government being a Member may by direction of the appropriate authority or an officer of the Government authorised by or under any law authorise such person as it thinks fit to act as its representative at any General Meeting of the Company or of any class of Members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation or government he represents as that corporation or government could exercise if it were an individual Member of the Company.
75. A Member of unsound mind or in respect of whom an order has been made by any court having jurisdiction for the protection of persons incapable of managing their own affairs may vote, whether on a show of hands or on a poll, by his committee, *curator bonis* or other person in the nature of a committee or *curator bonis* appointed by such court, and such committee, *curator bonis* or other person may vote on a poll by proxy.
76. No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
77. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
78. On a poll votes may be given either personally or by proxy.
79. 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 be a government or corporation, either under its common seal (in the case of a corporation) or under the hand of an officer duly authorized or attorney so authorized.
80. A proxy need not be a Member of the Company. Any Member may appoint more than one proxy to attend on the same occasion.
81. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such power or authority duly notarized, shall be deposited at the Office or such other place in Tanzania as may be specified in the notice convening the meeting no less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to

vote, or in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, no less than twenty-four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.

82. The Board may, if it thinks fit, send out with the notice of any meeting, forms of instrument of proxy for use at the meeting and such instruments of proxy shall be in the form following or in such other form as the Board may decide:

<p><u>FORM OF PROXY</u></p> <p>SIMGAS TANZANIA LIMITED</p> <p>I/We, being (a) Members(s) of the above-named Company, hereby appoint _____ of or failing him of as my/our proxy to vote for me/us and 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 _____ 2... and at any adjournment thereof.</p> <p>Dated this ____ day of _____, 2____</p> <p>Signature: _____</p> <p>Address: _____</p> <p style="text-align: center;">in favour of</p> <p>I desire to vote * _____ the Resolution(s)</p> <p style="text-align: center;">against</p> <p><i>[where more than one proxy is appointed add, in respect of number of Shares]</i></p> <p>NOTE:- Unless otherwise directed, the proxy holder will vote as he thinks fit and in respect of the Members total holding.</p>

83. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, or the transfer of the share in respect of which the instrument of proxy is given, provided that no information in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting, or the taking of the poll, at which the instrument of proxy is used.
84. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

85. A resolution in relation to any of the following shall require the approval of Members representing at least seventy five per cent. (75%) of the share capital of the Company:
- (a) the adoption of any change to the Articles of Association of the Company, other than a change of name of the Company (which shall be decided by the Board);
 - (b) the consolidation or amalgamation of the Company.

DIRECTORS

86. Unless and until otherwise from time to time determined by a special resolution of the Company, the number of Directors (excluding alternate directors) shall not be less than two and not more than eight in number. If at any time the number of Directors falls below the minimum number fixed by or in accordance with these Articles, the remaining Directors may act for the purpose of convening a general meeting or for the purpose of bringing the number of Directors to such minimum, and for no other purpose. The remuneration of the Directors shall from time to time be determined by the Board.

The first Directors of the Company are:

1. AKSHAY SHAH; and
 2. MIRIK CASTRO.
87. Unless otherwise determined by the Company in a General Meeting, the Board shall appoint the Chairman of the Board and the Board shall fix his remuneration. The Chairman of the Board shall also be the Chairman of the General Meeting of the Company.
88. Each Director shall have the power to appoint an alternate Director to act in his place and may at his discretion, remove such alternate Director. A person so appointed shall be subject in all respects to the terms and conditions existing in respect of Directors and each alternate Director, while so acting shall exercise and discharge all functions, powers and duties as a Director of his appointer in such appointer's absence. An acting Director shall *ipso facto* cease to be an alternate Director if his appointer ceases, for any reason, to be a Director: Provided that if any Director retires by rotation or otherwise but is re-elected at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired.
89. All appointments and removals of an alternate Director shall be effected by instrument in writing delivered at the Office and signed by the appointer. A Director exercising the power to appoint an alternate Director shall give prior notice of such appointment in writing to the Secretary of the Board.

90. Each of the Directors, other than the Chairman of the Board, shall be entitled to remuneration at such rate as the Company in General Meeting may from time to time determine (by ordinary majority) and the Chairman shall be entitled to remuneration at such higher rate as the Company in General Meeting may from time to time determine (by ordinary majority). Any Director holding office for less than a year shall only rank for remuneration in proportion to the period during which he has held office during such year. The Directors (including alternate Directors) shall be entitled to be paid their reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or General Meetings or otherwise incurred while engaged on the business of the Company.
91. Any Director who, by request, performs special services or who otherwise performs services which, in the opinion of the Board, are outside the normal scope of the usual duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine which shall be charged as part of the Company's ordinary working expenses.
92. A Director may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested, and no such Director shall be accountable for any remuneration or other benefits received by him as a Director or officer of or from his interest in such other company. The Board may also exercise the voting power conferred by the shares in any other company held or owned by the Company in such manner in all respects as it thinks fit, including the exercise thereof in favour of any resolution appointing the members of the Board or any of them to be directors or officers of such other company, or voting or providing for the payment of remuneration to the directors or officers of such other company, and any Director of the Company may vote in favour of the exercise of such voting rights in the manner aforesaid notwithstanding that he may be or be about to become a director or officer of such other company and as such, or in any other manner, is or may be interested in the exercise of such voting rights in the manner aforesaid.
93. Any negotiations in relation to any proposed agreements (whether for the provision of goods and/or services or otherwise) between any Director/Shareholder or associated companies or any person controlled by such shareholder or controlling such shareholder) or any Director ("Related Party") on the one hand and the Company on the other hand (irrespective of whether or not there may be additional parties to such agreements over and above the Company and the Related Party) and all arrangements in relation to such agreements shall be conducted on an arm's length basis and as if between unconnected persons. All such agreements between a Related Party and the Company shall be in writing. Director should not be financially interested in the Company other than as a shareholder and/or Director.
94. A Director shall not require any share qualification.

95. Without prejudice to the last preceding Article and to the provisions for retirement by rotation or otherwise hereinafter contained, the office of a Director shall be vacated in any of the events following, namely if:
- (a) he resigns his office by writing under his hand left at the Office; or
 - (b) he be found lunatic or become of unsound mind or a receiving order is made against him or he compounds with his creditors; or
 - (c) without leave, he is absent, otherwise than on the business of the Company, from meetings of the Board for six consecutive months, and the Board resolves that his office be vacated; or
 - (d) he is prohibited from being a Director by reason of any order made under Sections 325 or 383 of the Act; or
 - (e) he is removed either by an extraordinary resolution, or an ordinary resolution of the Company, twenty-eight (28) days' notice of intention to move such resolution having been given.

POWERS AND DUTIES OF DIRECTORS

96. The business of the Company shall be managed by the Board, which may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of these Articles and of the Act and to such regulations being not inconsistent with such provisions as may be prescribed by the Company in General Meeting, but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
97. The Board may from time to time and at any time by power of attorney under the Company's Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or those conferred upon the Board by this Article) and for such period and subject to such conditions as it may think fit, and such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorize any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
98. The Company may exercise the powers conferred by Section 43 of the Act with regard to having an Official Seal for use abroad and such powers shall be vested in the Board.
99. The Company may exercise the powers conferred by Sections 124 to 127 of the Act with regard to the keeping of a branch Register in any part of the world

and the Board may (subject to the provisions of those sections) make and vary such regulations as it may think fit in respect of the keeping of any such Register.

BORROWING POWERS

100. The Directors may exercise all the powers of the Company to borrow, lend and guarantee the repayment of money and to mortgage or charge or otherwise secure its undertaking, assets, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
101. The Directors may exercise all the powers of the Company to guarantee and become surety for the liabilities, the performance of contracts and the repayment of monies by any person, firm or company and to issue charges, mortgages, debentures or lien to secure performance by the Company of any such guarantee or surety.
102. All cheques, promissory notes, drafts, bills of exchange and other negotiable and transferable 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 Board shall from time to time by resolution determine.

MINUTES

103. The Board shall cause minutes to be made in books provided for the purpose of:
 - (a) all appointments of officers made by the Board;
 - (b) the names of the Directors present at each Board or Committee meeting;
 - (c) all resolutions and proceedings at all meetings of the Company and of the Board and of the Committees.

The minutes referred to in this Article shall be approved by the Board and shall be signed by the Chairman of the Board. The minutes shall be in English and shall be kept and filed by the Secretary.

MANAGING DIRECTOR

104. The Board may from time to time appoint one or more of its body to the office of Managing Director or Assistant Managing Director for such period and upon such terms as it thinks fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A Director so appointed shall not, while holding such office, be subject to

retirement by rotation or taken into account in determining the rotation or retirement of Directors, but his appointment shall (without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company) ipso facto determine if he ceases from any cause to be a Director.

105. A Managing Director or Assistant Managing Director shall receive such remuneration (whether by way of salary, commission or participation in profits, or otherwise) as the Board may determine, and either in addition to or in lieu of his remuneration as a Director.
106. The Board may entrust to and confer upon a Managing Director or Assistant Managing Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with or to the exclusion of its own powers, and may from time to time (subject to the terms of any agreement entered into in any particular case) revoke, withdraw, alter or vary all or any of such powers.

SECRETARY

107. The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Board.
108. A provision of the Act or of 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.

PENSIONS AND ALLOWANCES

109. The Board may grant retiring pensions or annuities or other allowances, including allowances on death, to any person or to the widow or dependants of any person in respect of services rendered by him to the Company as Managing Director, Assistant Managing Director, or in any other executive office or employment under the Company or indirectly as an executive officer or employee of any subsidiary company of the Company or of its holding company (if any), notwithstanding that he may be or may have been a Director of the Company and may make payments towards insurances or trusts for such purposes in respect of any such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

THE SEAL

110. The Board shall provide for the safe custody of the Seal, which shall not be affixed to any instrument except in the presence of at least two Directors or at least one Director and the Secretary and such Directors or Director and Secretary shall sign every instrument to which the Seal is so affixed in their

presence. All forms of certificate for shares, stock or debentures or representing any other form of security (other than letters of allotment, scrip certificates and other like documents) shall be issued under the Seal and bear the autographic signatures of one or more Directors and the Secretary:

Provided that the Directors may resolve that some method of mechanical signature which is controlled by the Auditors, Transfer Auditors or Bankers of the Company be adopted, in which case any such certificate may bear the mechanical ins-d of the autographic signature of a Director.

AUTHENTICATION OF DOCUMENTS

111. Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the Company (except the Memorandum and Articles of Association which must be authenticated by the Registrar of Companies) and any resolutions passed by the Board, and any books, records, documents and accounts relating to the business of the Company and to certify copies thereof or extracts therefrom as true copies or extracts and where any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid.

ROTATION OF BOARD

112. Without prejudice to the power of the Company in General Meeting in pursuance of any of the provisions of these Articles to appoint any person to be a Director, the Board shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed the maximum 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 but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.
113. The Company may by special resolution, or by ordinary resolution of which twenty-eight (28) days' notice has been given in accordance with Article 95(e) remove any Director before the expiration of his period of office (but so that such removal shall be without prejudice to any claim such Director may have for breach of any contract of service between him and the Company) and may by an ordinary resolution appoint another person in his stead. The person so appointed shall be subject to retirement at the time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

PROCEEDINGS OF THE BOARD

114. Save as provided for in these Articles or otherwise agreed in writing between the shareholders, the Board may meet together for the dispatch of business,

adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes.

115. Ordinary Board meetings shall be held on a quarterly basis. The Chairman or any two Directors can call extraordinary Board Meetings at any time by giving fourteen days notice except in the case of an emergency.
116. If the quorum of three (3) Directors is not attained at the meeting within half an hour, a second meeting shall be held the next day. Upon the reconvening of the meeting, the Director(s) present shall constitute the required quorum provided that the agenda at the reconvened meeting shall be the same as the agenda for the first meeting. In the event that the quorum of three (3) is not attained at the adjourned meeting, the meeting will be adjourned once again to the same day two weeks after and any two directors would constitute a quorum.
117. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number be reduced below the minimum number fixed by or in accordance with these Articles the continuing Directors may act for the purpose of filling up vacancies in their body or of summoning general meetings of the Company but not for any other purpose, and may act for either of the purposes aforesaid whether or not their number be reduced below the number fixed by or in accordance with these Articles as the quorum.
118. If at any meeting the Chairman is not present within half an hour after the time appointed for holding the same the Directors present may choose one of their number to be Chairman of the meeting.
119.
 - (a) A meeting of the Board at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Board.
 - (b) Provided that the requisite notices are served upon the Directors and subject to the consent of a majority of such Directors, the Directors may conduct their meetings on telephone or through video and all meetings so conducted shall be deemed to have the same status as meetings at which the Directors have physically convened.
 - (c) The secretary shall give each Director a written notice (by registered mail (or airmail if the Director resides outside Tanzania) and fax) of any Board meeting. The notice shall provide the agenda, the time and place of the meeting. The notice shall also contain an agenda, background information and all necessary support documentation in relation to all major proposals to be made at the meeting.
 - (d) The notice requirements set out above may be waived by a unanimous resolution of the Directors.
120. The Board may delegate any of its powers (other than the power conferred by

- this Article) to a committee or committees, whether consisting of a member or members of its body or not, as it thinks fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
121. The meeting and proceedings of any committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under the last preceding Article.
 122. A resolution in writing signed by the majority of Directors entitled to receive notice of a meeting of the Board or passed by the majority of members of a committee or by teleconferencing by phone by a number thereof constituting a quorum, shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of such committee duly called and constituted. Any such written resolution may be contained in one document or in several documents in like form each signed by one or more of such Directors or members of the committee concerned.
 123. Every act done by the Board or committee or by any person acting as a Director or member of such committee, notwithstanding it be afterwards discovered that there was some defect in the appointment of such Board or committee or of any person acting as aforesaid or that they or any of them were disqualified or had vacated office, shall be as valid as if every such Board or committee or person had been duly appointed and was qualified and had continued in office down to the time of performance of such act.

DIVIDENDS

124. The Company in General Meeting may from time to time declare dividends to be paid to the Members according to their rights and interests in the profits, but no dividend shall be declared in excess of the amount recommended by the Board.
125. All dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share. All dividends shall be apportioned and paid *pro rata* according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share be issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
126. The Board may from time to time pay to the Members such interim dividends as appears to the Board to be justified by the position of the Company; the Board may also pay the fixed dividend payable on any preference shares of the Company half-yearly or otherwise on fixed dates, whenever such position, in the opinion of the Board, justifies that course.
127. The Board may deduct from any dividend or bonus payable to any Member all sums of money (if any) presently payable by him to the Company on

account of calls.

128. No dividend shall bear interest against the Company.
129. Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque addressed to the holder at his registered address or, in the case of joint holders, addressed at his registered address to the holder whose name stands first on the Register in respect of the shares or by telegraphic transfer. Every such cheque or telegraphic transfer shall, unless the holder otherwise directs, be made payable to the order of the registered holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such shares, and shall be sent at his or their risk. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the shares held by such joint holders.
130. Any general meeting declaring a dividend may, upon the recommendation of the Board, direct payment or satisfaction of such dividend wholly or in part by the distribution of specific assets, and in particular of paid-up shares or debentures of any other company, and the Board shall give effect to such direction, and where any difficulty arises in regards to such distribution the Board may settle it as it thinks expedient, and in particular may fix the value for distribution of any such specific assets and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to secure equality of distribution.

RESERVES

131. The Board may before recommending any dividend set aside out of the profits of the Company such sums as it thinks proper as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company or its holding company, if any) as the Board may from time to time think fit. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to divide.
132. The Board shall transfer to share premium account sums equal to the amount or value of any premiums at which shares of the Company may be issued, and the provisions of these Articles relating to reserves shall be applicable to the sums for the time being standing to the credit of share premium account.

CAPITALISATION OF PROFITS

133. The Company in General Meeting may upon the recommendation of the Board, at any time and from time to time, pass a resolution to the effect that it is desirable to capitalise any part of the amounts for the time being standing to the credit of any of the Company's reserves or to the credit of the profit and loss account or otherwise available for distribution and not required for the

payment of the fixed dividends on any preference shares of the Company and accordingly that such sum be set free for distribution among the Members or any class of Members who would be entitled to such profits if distributed by way of dividend and in the same proportions, on the footing that the same be not paid in cash but be applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such Members respectively or in payment up in full of unissued shares, debentures or other obligations of the Company, to be allotted and distributed credited as fully paid up among such Members or partly in one way and partly in the other, and the Board shall give effect to such resolution. Provided that a share premium account and a capital redemption reserve may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares.

134. Where any difficulty arises in regard to any distribution under the last preceding Article the Board may settle the same as it thinks expedient and in particular may issue fractional certificates or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract requisite or convenient for giving effect thereto and such appointment shall be effective and binding upon the Members.

ACCOUNTS

135. The Board shall cause true accounts to be kept of:
- (a) the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place; and
 - (b) all sales and purchases of goods by the Company; and
 - (c) the assets and liabilities of the Company.
136. The books of account shall be kept at the Office or at such other place or places as the Board may think fit and shall always be open to the inspection of the Directors. No Member (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board.
137. The Board shall from time to time, in accordance with section 153 of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, and reports as are referred to in that section.

138. A copy of every balance sheet and profit and loss account (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting and of the Directors' and Auditors' reports shall, not less than twenty-one days before the date of the meeting, be sent to every Member and to every holder of debentures of the Company and copies of each of these documents shall at the same time be forwarded to all persons entitled to receive notices of General Meetings of the Company: Provided that this Article 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 shares or debentures.

AUDIT

139. Auditors shall be appointed and their duties regulated in accordance with Sections 170 to 179 of the Act.

NOTICES

140. Any notice or other document may be served by the Company on any Member either personally or by sending it through the post in a prepaid letter or by telex or telecopier addressed to such Member at his registered address as appearing the Company's Register or in any Branch Register. In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the Register or Branch Register, and notice so given shall be sufficient notice to all the joint holders.
141. Any Member who is not registered in a Branch Register and who is described in the Company's Register by an address not within Tanzania who shall, from time to time, give to the Company an address within Tanzania at which notices may be served upon him and shall be entitled to have notices served upon him at such address, but save as aforesaid no Member other than a Member described in the Register by an address within Tanzania or registered in a Branch Register shall be entitled to receive any notice from the Company: Provided that any notice which is sent by post to a Member registered in a Branch Register shall not be deemed to have been duly served in pursuance of this Article unless it shall have been posted in the country in which such Branch Register is established.
142. Any notice or other document, if served by post, telex or telecopier shall be deemed to have been served at the time when the same was put into the post office, or transmitted by telex or telecopier and in proving such service shall be sufficient to prove that the notice or document was properly addressed, stamped and put into the post office or if by telex or telecopier was actually transmitted.
143. Any notice or other document delivered or sent by post to or left at the registered address of any Member in pursuance of these presents shall, notwithstanding that such member be then dead or bankrupt, and whether or

not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder unless his name shall at the time of the service of the notice or document, have been removed from the Company's Register or Branch Register as the holder of the share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

144. Save as hereinbefore provided, notice of every General Meeting shall be given to every Member of the Company and to every Director.


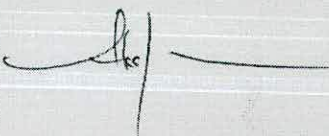
WINDING-UP

145. With the sanction of an extraordinary resolution of Members, any part of the assets of the Company, including any shares in or securities of other companies, may be divided among the Members of the Company in specie or may be vested in trustees for the benefit of such Members, and in liquidation of the Company may be closed and the Company dissolved, but, so that no Member shall be compelled to accept any shares whereon there is any liability.

INDEMNITY

146. Subject to the requirements of Section 214 of the Act every Director, Managing Director, Manager, Officer of the Company shall be indemnified out of the funds of the Company against all losses or liabilities incurred by him as such Director, Managing Director, Manager, Officer or Auditor in or about the execution of his duties and no Director or other officer shall be liable for any loss which may be incurred by the Company in execution or in which he is acquitted or in connection with any application under Section 481 of the Act in which relief is granted to him by the court.

[Subscriber execution page follows below]

NAMES, POSTAL ADDRESSES & OCCUPATION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS
1. SILAFRICA TANZANIA LIMITED (COMPANY NUMBER: 63444) PLOT 30G, NYERERE ROAD P.O. BOX 79561 DAR ES SALAAM TANZANIA	FIVE HUNDRED (500)	Affix Company seal /stamp  Director * 19. REGISTRAR'S NUMBER V. S. Harik Director/Company Secretary
2. AKSHAY SHAH PLOT NO. 2406, SEA VIEW, UPANGA P.O. BOX 3016, DAR ES SALAAM, TANZANIA	ONE (1)	* REGISTRAR'S SIGNATURE 
Total Number of Shares	FIVE HUNDRED AND ONE (501)	

DATED as of this 06th day of June, 2011

WITNESS to the above signatures:

Name: RS

Signature: THOMAS OKELLO ATTO

Address: ADVOCATE & COMMISSIONER FOR OATHS

Occupation: P.O. Box 105669, DAR ES SALAAM

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



①

Sir/

RE: APPLICATION FOR TIC CERTIFICATE OF INCENTIVES

Please refer the above company.

We are company incorporated in Tanzania with Certificate of Incorporation No. 84326 Dated 6 July 2011 applying to register project for manufacturing of bi system products to be implemented in Dar es Salaam.

Kindly find the following attachment:

1. TIC Application Form
2. Business Plan
3. Certified Title Deed
4. Board Resolution
5. Introduction Letter from Bank

Waiting to hearing from you soon

Regards

A handwritten signature in black ink, appearing to be "S. A.", written in a cursive style.

Managing Director



SIMGAS TANZANIA LIMITED

December 14, 2011

To

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

Dear Sir,

SUB : APPLICATION FOR 'CERTIFICATE OF INCENTIVES'

With reference to above, we here by submit following documents:

1. Duly filled Registration form
2. Memorandum & Articles of Association
3. Certificate of Incorporation.
4. Banks Introduction Letter
5. Copy of project feasibility report.

We request you to consider our application favorably and grant as Certificate of Incentives.

SimGas Tanzania Limited



Authorized Signatory



PLOT 368 MSASANI ROAD
P. O. BOX 3016,
DAR ES SALAAM
TANZANIA
TEL: +255 22 2863512
FAX: +255 22 2864926



TANZANIA INVESTMENT CENTRE

REGISTRATION FORM

FOR

CERTIFICATE OF INCENTIVES

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

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

(Please fill the form in duplicate)

UNITED REPUBLIC OF TANZANIA

THE TANZANIA INVESTMENT ACT
(No. 26 of 1997)

APPLICATION FOR REGISTRATION
(Made under Regulation 42)

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

1. I/We MR. JAGADESH KUMAR KOTTURU
COMPANY SECRETARY
(director/directors/agent of SIMGAS TANZANIA LIMITED)

(name of business enterprise) apply for registration of SIMGAS TANZANIA LIMITED
under Section 17 of the Act and Part IV of the Investment Regulations, 2002.
2. The registered office of the company will be situated at PLOT 368 MSASANI ROAD,
OYSTERBAY COMPLEX, SELOUS HOUSE, 3RD FLOOR

Copies of the following documents are attached to this application:
 - (i) The Memorandum and Articles of Association/or partnership agreement
 - (ii) Certificate of Incorporation/Registration
 - (iii) A copy of the Project Profile or Feasibility Study showing the implementation period, programme of implementation and operative date
 - (iv) Evidence of financing and evidence of land ownership for the project
3. The Head Office of the Company will be situated at PLOT 368 MSASANI ROAD
4. The Principal Officers of the Company are MR. SAMUEL CASTRO,
MR. MIRIK CASTRO, MR. AKSHAY SHAH
5. Auditors of the Company are TO BE APPOINTED
6. The authorized share capital of the Company is Tshs./US\$ 5 BILLION

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 2,200,000/-.....
8. The month and day of the financial year end is 31ST DECEMBER.....

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

I/We enclose a cheque/cash made payable to the **Tanzania Investment Centre** for Tshs./US\$ 750..... Being the Registration Fees. *In the event this application is unsuccessful we understand that this fee will not be refunded.*

I, JAGADESH K. KOTTURU..... of Post Office Number 3016.....

DAR ES SALAAM... do solemnly and sincerely declare that I am a director/duly

authorized agent of SIMGAS TANZANIA LIMITED.....

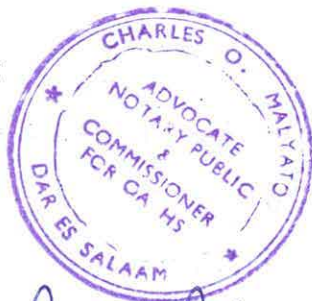
AND that all the requirements of the Tanzania Investment Act, 1997 in respect of matters precedent to the registration of the business enterprise under the Act and incidental thereto have been complied with, **AND** I make this solemn declaration conscientiously believing the same to be true.

Declared at Dar es Salaam }
..... }

The 2th day of December 2011 }
..... }


Applicant

Before me:



Malyati
.....
Commissioner for Oaths

APPLICATION SUMMARY

Company Name: SIMGAS TANZANIA LIMITED

Certificate of Incorporation Number: 84326 Status: NEW

Certificate of Incorporation Date: 06/07/2011

Post Box: 3016

Town: DARES SALAAM

Sector: PRODUCING, DEVELOPING,
MANUFACTURING & DISTRIBUTION Sub-Sector: BIO SANITATION PRODUCTS

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity	Local Equity	Foreign Loan	Local Loan
<u>1,450,000</u>			<u>750,000</u>

Project Objectives: TO CARRY ON ALL OR ANY BUSINESS OF PRODUCING,
DEVELOPING, MANUFACTURING & DISTRIBUTION OF BIO SANITATION
PRODUCTS, BIO SANITATION SYSTEMS, BIOGAS ENERGY SYSTEMS.

Capacity: 5000 per month (Bio sanitation products)

Employment: Foreign: 5 Local: 10 Total: 15

Implementation Period: 3 yrs

Project Location

Site/Plot/Block No.: 106D CHANG'OMBE IND. AREA

Street: MIGEYO District: TEMEKE Region: DARES SALAAM
(Attach sketch map showing project location)

Shareholders	Nationality	%
<u>SILAFRICA TANZANIA LTD.</u>	<u>Tanzania</u>	<u>50%</u>
<u>SIMGAS BV</u>	<u>NETHERLAND</u>	<u>50%</u>
.....
.....
.....

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

Land/Building -
Plant 2,100,000/-
Vehicles 70,000/-
Furniture & Fittings 15,000/-
Pre-expenses 10,000/-
Others -
Working Capital 5,000/-
TOTAL 2,200,000/-

Contact Details:

Name: MIRIK CASTRO Title: DIRECTOR

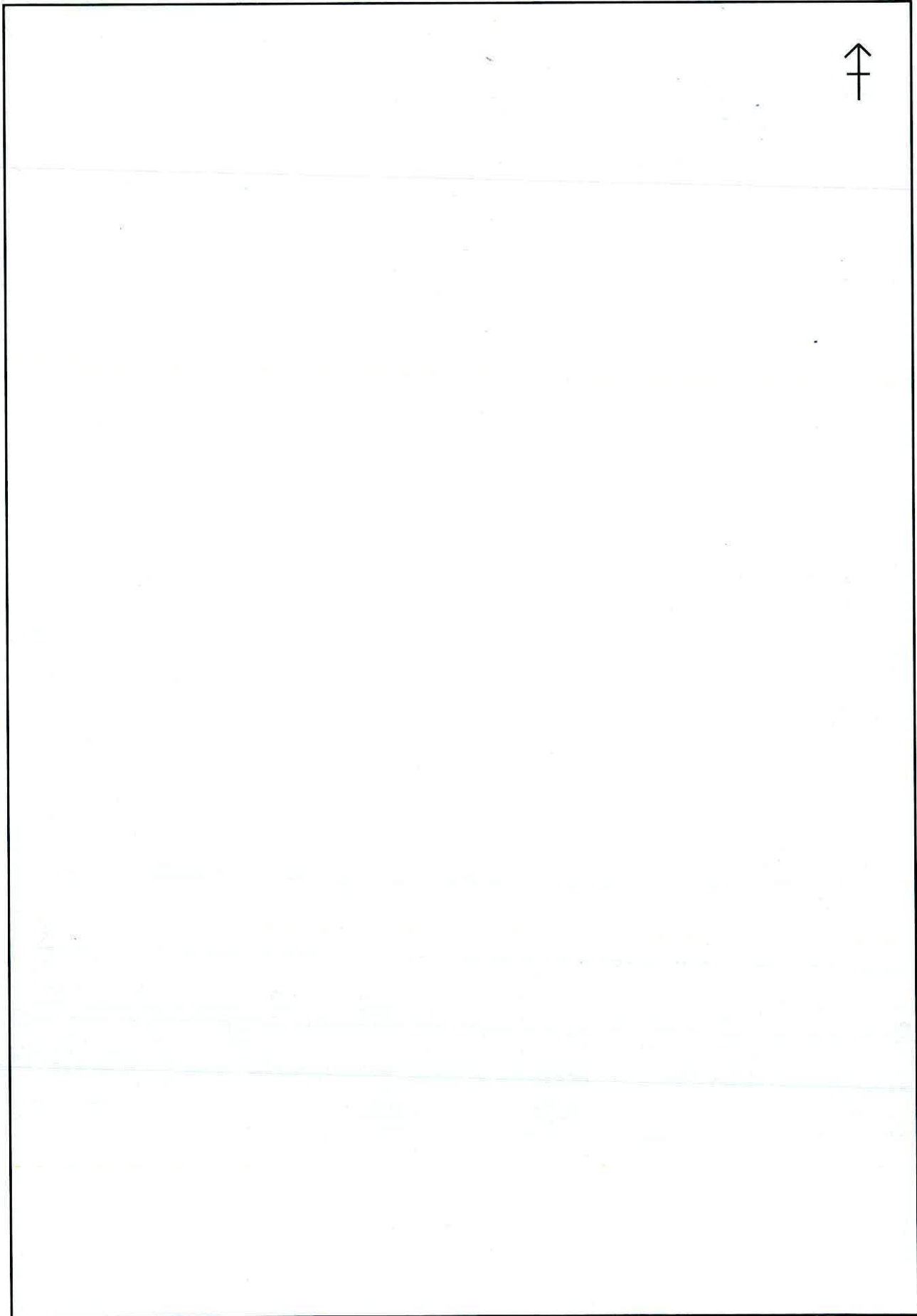
Telephone: +255 22 2165100 Fax: +255 22 2165165

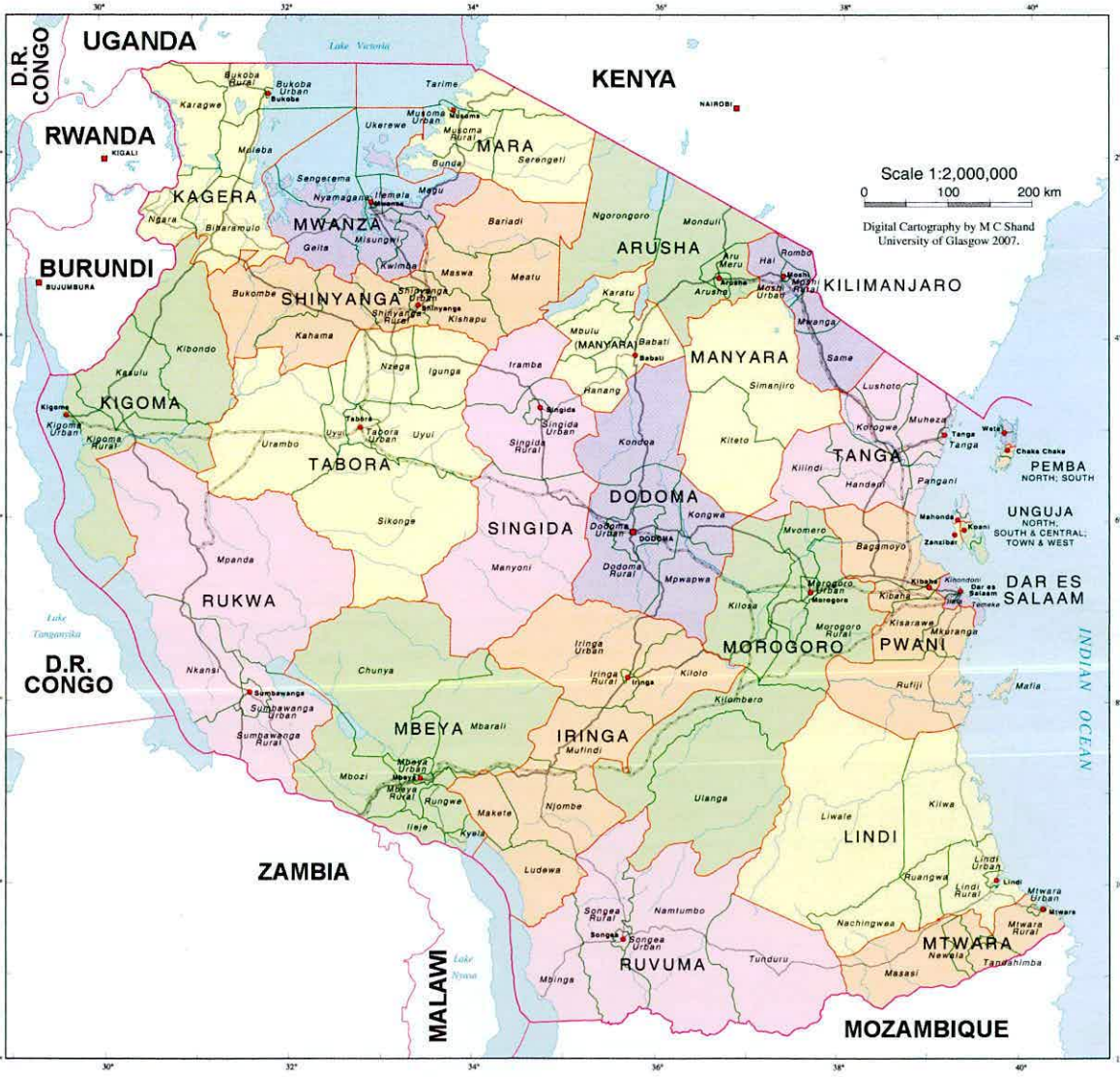
Email: mirikcastro@simgas.org

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





SIMGAS TANZANIA LIMITED
P. O. Box - 3016
Dar-Es-Salaam

BOARD RESOLUTION

This is to certify that the following is a true extract from the minutes of the meeting of the Board of Directors of SIMGAS TANZANIA LIMITED held on 17th October, 2011.

“RESOLVED 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.”

WE, the undersigned do certify that the foregoing is a correct extract of the resolution passed by the Directors in their meeting held at the venue and on the date above mentioned.

SIGNED



DIRECTOR



COMPANY SECRETARY



SIMGAS TANZANIA LIMITED

TO WHOM IT MAY CONCERN:

August 4, 2011

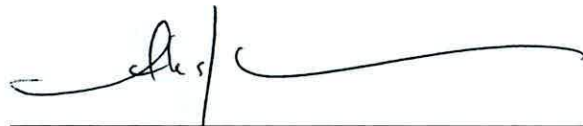
Power of Attorney

We herewith authorize:

Jagadesh K Kotturu, *P.O. Box 11078, Dar Es Salaam*, to be a representative of the company and is herewith authorized to undertake the following in this regard:

1. Do, transact, execute and perform all the businesses or matters involving the registration, trading license, and registration with the Tanzania Revenue Authority in Dar es salaam and to sign all necessary documents of the said company on our behalf in accordance with the law as may be deemed necessary;
2. Represent the company in the Public Notary of the United Republic of Tanzania and to be a second signatory for every declaration, resolution and statement on behalf of the company;

For Simgas Tanzania Limited



(Akshay Shah)
Director

PLOT 368 MSASANI ROAD
P. O. BOX 3016,
DAR ES SALAAM
TANZANIA
TEL: +255 22 2863512
FAX: +255 22 2864926



Corporate &
Investment Bank

BANKM/CIB/5083/2011

12th December 2011

To whom it may concern

Dear Sir / Madam,

RE: SIMGAS TANZANIA LIMITED

This is to confirm that M/S Simgas Tanzania Limited has been our customer since October 2011. They are maintaining both USD Account with Account number 0150018102 and TZS Account with Account Number 0150018101 with our Bank.

This certificate/letter is issued at the specific request of the company and without any risk or responsibility on the part of the bank or the officers issuing this letter.

Thanking you,
Yours faithfully,

Arun Chauhan
Authorised Signatory

Salvatory Mwandu
Authorised Signatory



Bank M (Tanzania) Limited

Money centre - 8, Ocean Road,
P.O.Box 96, Dar es Salaam, Tanzania.
Tel: +255 22 2345678, Fax: +255 22 2127824
www.bankm.co.tz

TANZANIA



Certificate of Incorporation

Section 15

No 84326

I HEREBY CERTIFY THAT

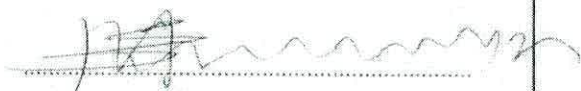
SIMGAS TANZANIA LIMITED

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

Given under my hand at Dar es salaam

this 6TH day of JULY

TWO THOUSAND AND ELEVEN.


Asst. Registrar of Companies

TICC/PP.10/042141/3

28th December, 2011

Managing Director,
Simgas Tanzania Ltd.,
P.O. Box 3016,
DAR ES SALAAM

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE
ESTABLISHMENT AND DEVELOPING MANUFACTURING PLANT OF BIO
SANITATION PRODUCTS AND BIOGAS ENERGY SYSTEMS**

We wish to acknowledge receipt of your project proposal to establish and develop manufacturing plant of bio sanitation products and biogas energy systems as presented in the TIC P.A. 1 Form No. 09720 and Feasibility Study with a projected investment of USD 2.2m.

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

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

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

.../2

TICC/PP.10/042141/3

28th December, 2011

*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



R.P. Mbilinyi

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



TIC Evaluation Report

Name of the Company
Simgas Tanzania Ltd.

Post Box	Migeyo, Plot No. 106D Chang'ombe Industrial Area	COI Number	84326	Contact	Mr. Mirik Castro
Post Office	3016	COI Date	07/06/2011	Designation	Director
Region	Dar Es Salaam	Application F. No	09720	Phone	022 2165100
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0
		Sub Sector	Bio Sanitation Products/Bio Energy System	Fax	022 2165165
		File No	042141	E-Mail Address	Mirikcastro@Simgas.Org

Project Location		Investment Finance Plan in Millions USD											
Plot/Block	Plot No. 106 D	<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>1.45</td> <td>0</td> <td>0</td> <td>0.75</td> </tr> </tbody> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	1.45	0	0	0.75			
Foreign Equity	Local Equity		Foreign Loan	Local Loan									
1.45	0		0	0.75									
Street	Migeyo												
District	Temeke												
Region	Dar es Salaam												

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0
Simgas Ltd.	Netherlands	50	Plant	2.1
Silafrica Tanzania Ltd.	Tanzanian	50	Vehicles	0.07
			Furniture & Fittings	0.015
			Pre-expenses	0.01
			Others	0
			Working Capital	0.005
			Total	2.2

Employment	15	Evaluated By	wf officer3
Capacity	xxxxx	Drawn By	wf regist3
Project Turn Over		Project Type	Mixed(Local & Foreign)


Description

To establish and Develop manufacturing plant of bio sanitation products, bio sanitation and biogas energy systems

Recommendations

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

Decision

Approved

 Ag EXT
 22/12/11



4

TANZANIA INVESTMENT CENTRE

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

RECEIPT REC006251

No. 000998

Received from : SIMGAS TANZANIA LTD

Address P. O. Box Dar Es Salaam

Received the sum of (In words): SEVEN HUNDRED FIFTY AND ZERO CENTS ONLY

21 FEB 2012

For Executive Director
Tanzania Investment Centre

Being payment in respect of: CERTIFICATE OF INCENTIVES

Amount : USD 750.00

Cash / Cheque No: 745794 of 10

Date : 21-Feb-2012

TANZANIA INVESTMENT CENTRE
24 FEB 2012

Simba

Receiving Officer

**AGREEMENT BETWEEN
SILAFRICA TANZANIA LIMITED
AND
SIM GAS TANZANIA LIMITED**

BIO GAS SYSTEMS MANUFACTURE

THIS AGREEMENT is entered into this 01st day in Oct, 2011, by and between Silafrica Tanzania Limited., with principal offices located at **Plot No 106 D, Changombe Industrial Area, Dar Es Salaam**, Tanzania, (hereinafter referred to as "Silafrica") and SimGas Tanzania Limited., Plot No. 368, Msasani Road, Oyesterbay Office Complex, Dar Es Salaam, Tanzania (hereinafter referred to as "SimGas").

WHEREAS, SimGas desires to obtain the Production, fabrication and other support assemblies of biogas systems, which shall be sold to various customers of SimGas

and

WHEREAS, Silafrica has established the capability and capacity to assemble and produce biogas systems and desires to provide such production work to SimGas;

WHEREAS, Silafrica and SimGas desire to enter into an Agreement whereby Silafrica will establish one or more dedicated production line(s) and provide assembly and production of biogas systems to SimGas and other related work as specified herein;

NOW THEREFORE, Silafrica and SimGas, in consideration of the promises and covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Work in Support of Biogas Assembly, Production and Other Related Work
 - 1.1 During the term of this Agreement, Silafrica shall provide work in connection with the assembly and production of biogas systems, including, but not limited to, receiving and inspecting incoming materials; performing quality control inspections on materials received from SimGas or other vendors and suppliers, and recording such data; documenting materials and quantities received; soldering, framing, wiring and assembling; packaging; inspecting and performing quality control inspections on finished products and recording such data; shipping completed items;

1.2 Location of Assembly and Production of Biogas systems. Silafrica shall provide work at factory located at Plot No 106 D, Changombe Industrial Area, Dar Es Salaam, Tanzania

1.3 Design Changes. Any design or production change(s) must be reviewed and approved by SimGas to implement the change(s).

1.4 Evaluation. Silafrica shall conduct an assessment of the work involved in supporting the assembly, and production of biogas systems and related work at times that are convenient to both parties to evaluate customer satisfaction and ensure that the systems are manufactured, packed and shipped as required.

2. Equipment or Moulds: Custom-made tooling and moulds for the manufacture of the Products which shall be provided to the Silafrica by Simgas. Silafrica is responsible to keep them in proper working condition, until the same are returned to SimGas.
3. Pricing. Pricing shall be subject to monthly review of actual costs in comparison to the original costing parameters, with adjustments and the mutual agreement by both parties. Pricing does not include delivery costs.
4. Submission of Purchase Orders. SimGas shall submit Advance Purchase Orders and forecasts and Final Delivery Orders in writing to the Silafrica General Manager for each job requested in support of the biogas systems. All Purchase Orders shall be consistent with the customer delivery order and include at a minimum the exact quantity of biogas systems ordered by SimGas, the applicable billable rate, and delivery due date.
5. Invoicing and Payment Terms. Upon shipping of finished products for delivery to a location specified by the SimGas, the Silafrica factory issuing the product shall also forward to SimGas certain invoicing documents consisting of a copy of the order number, a Packaging List by the order numbers, and an invoice. SimGas shall pay to Silafrica within 30 days from the date of invoice. Payments shall be made by Electronic fund transfer to the bank account specified by Silafrica.
6. Term of Agreement and Termination
 - 6.1 Term of Agreement. This Agreement shall be for a term of three years, Commencing on the Effective Date.

6.2 Termination of Agreement. This Agreement may be terminated by either party by giving one month notice any time during tenure of agreement.

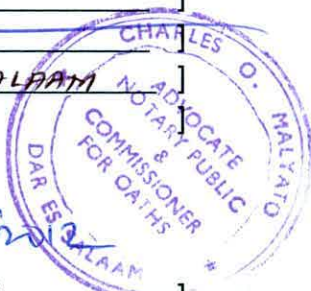
7. Entire Agreement. The parties agree that this constitute entire agreement and there are no further items or provisions, either oral or otherwise

IN WITNESS WHEREOF the parties hereto have caused this agreement executed this ____ day of _____, 2011.

SEALED with the Common Seal of]
SILAFRICA TANZANIA LIMITED and]
DELIVERED in the presence of us this]
____ day of _____, 2011]

Full Name: JAYESH SHAH]
Signature: [Signature]]
Address: P.O. BOX-3016, D'SALAAM]
Designation: Director]

Full Name: AKSHAY SHAH]
Signature: [Signature]]
Address: P.O. Box-3016, D'SALAAM]
Designation: Director]

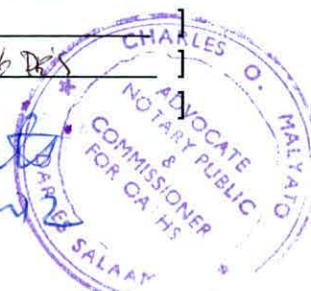


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w/z/w

SEALED with the Common Seal of]
SIMGAS TANZANIA LIMITED and]
DELIVERED in the presence of us this]
____ day of _____, 2011]

Full Name: ANUSH SHAH]
Signature: [Signature]]
Address: P.O. BOX-3016, D'SALAAM]
Designation: Director]

Full Name: MIRI CASRU]
Signature: [Signature]]
Address: P.O. BOX 3016, D'SALAAM]
Designation: Director]



Maliyatto
w/z/w

UNITED REPUBLIC OF TANZANIA
MINISTRY OF LABOUR AND EMPLOYMENT

Telegraphic Address "KAZIAJIRA"
Tel. No: 2121968/2121928
Fax: 2112052
E-mail: ps@kazi.go.tz



P. O. Box 1422,
DAR ES SALAAM

In reply please quote:

Ref. No. EP.472/2000/13

29th November, 2013

Director,
M/S Silafrica (T) Ltd,
P. O. Box 11078,
DAR ES SALAAM.



**RE: APPEAL FOR WORK PERMIT IN RESPECT OF MR SURYA PRAKASH
PAREEK - EP. NO. 472/2000 (MANAGER TSW SUPPORT & AUDIT)**

Please refer to the above mentioned subject and your letter dated 10th November, 2013 concerning the above subject matter.

Having gone through the grounds of your appeal, I am now convinced and recommend that the employee Mr. **Surya Prakash Pareek** be granted work permit for a period of two years; in the position of Manager TSW Support & Audit, as requested.

However, the same information submitted in the appeal should have been submitted during the first application.

Gaudentia M. Kabaka (MP)
MINISTER FOR LABOUR AND EMPLOYMENT

Copy: Principal Commissioner,
Immigration Department,
P. O. Box 512,
DAR ES SALAAM.

" Director
Tanzania Investment Centre (TIC),
P. O. Box 938,
DAR ES SALAAM



00218515

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042141

This is to certify that

SIMGAS TANZANIA LIMITED

of address P.O. BOX 3016

DAR ES SALAAM

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

SIMGAS TANZANIA LIMITED

Which is located at PLOT NO. 106 D CHANG'OMBE INDUSTRIAL AREA

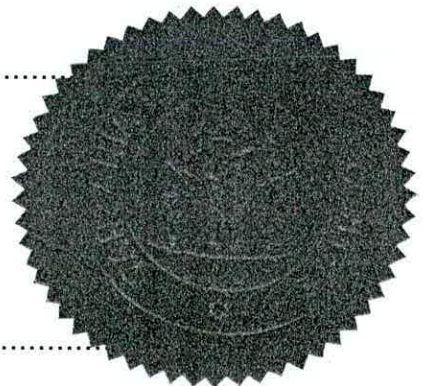
TEMEKE - DAR ES SALAAM

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

Ag. Executive Director

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

Dated 1ST MARCH 2012



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 (%) |
|-------------------------|-------------|------------------|
| Simgas Ltd. | Netherlands | 50 |
| SilAfrica Tanzania Ltd. | Tanzanian | 50 |
2. Proposed Activities : **To establish and Develop manufacturing plant of bio sanitation products and biogas energy systems**
3. Sector: **Manufacturing** Subsector **biogas energy**
4. Investment cost: Foreign **USD 1.45m.** Local **USD 0.75m.** Total **USD 2.2m.**
5. Project Financing: Equity **USD 1.45m.** Loans **USD 0.75m.** Total **USD 2.2m.**
6. Source, terms and conditions of loan
7. Assets to be invested:
- | Capital items: | Foreign | Local | Total |
|----------------|-------------------|-------------------|-----------------|
| | USD 1.45m. | USD 0.75m. | USD 2.2m |
8. Technology Agreement **None**
9. Date of TIC Registration: **28th December 2011**
10. Implementation period **December 2011 - November 2014**
11. Operative date **December 2014**
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, 1977**
 - (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 
Ag. Executive Director