

KONTUR LTD

MINUTE SHEET

Dokezo
No.

MINUTE SHEET

Dokezo
No.

1.0

Ag. EXD ✓

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

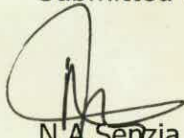
(a) Minimum finance investment threshold has been exceeded, the project expects to invest US\$ 0.86m

(b) Legal entity has been incorporated under certificate

No. 85788 of 14/09/2011

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.



N.A. Senzia

DIF

27th December, 2011

2.0

Ag. EXD

In response to the TIC letter of registration dated 02/12/2011


The project has submitted the required documents namely:-

(a) Company Board Resolution

(b) Reference letter Financing from HSBC Bank Moscow

(c) Lease Agreement

With the above submission EXD is requested to sign Certificate of Incentives No. 042133 herein attached.



Ag DIF

24/10/2012

THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

KONTUR LIMITED

Drawn by:

ABBAS H. NASSER

(SUBSCRIBER)

P.O. BOX 21393

DAR ES SALAAM

THE COMPANIES ACT 2002
COMPANY LIMITED BY SHARES

MEMORANDUM

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P.O. BOX 21393

DAR ES SALAAM

THE UNITED REPUBLIC OF TANZANIA



CERTIFICATE OF INCORPORATION

No.

.....

I HEREBY CERTIFY THAT

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

GIVE under my hand at Dar es Salaam, this.....day

of.....Two thousand and

Seal

Registrar of Companies

THE COMPANIES ACT 2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
KONTUR LIMITED

1. The name of the Company is KONTUR LIMITED.
2. The registered office of the Company will be situated in Tanzania.
3. The objectives for which the Company is incorporated are:-
 1. To carry on the business of miners and mining in all their branches and for the said purpose to peg, purchase, take on lease or in exchange or otherwise acquire concessions, agents easements, options, claims, properties, estates and effects supposed to contain minerals, diamonds, or other precious stones, and any interest therein, and to explore, mine, work excise develop and turn to account prospecting and mining right and all necessary licences and any undertaking connected therewith. And to establish and operate a gemstone cutting and polishing facility, and gold processing facility and to deal in the export of precious and semi precious minerals—diamonds gold and gemstone, either in raw form or cut and polished.
 2. To acquire construct equip fit maintain and manage businesses or commercial centres, housing estates, apartments, hospitals, recreation and entertainment centres halls theatres, restaurants hotels and to afford accommodation on short or long lets and to provide facilities for conferences gatherings and meetings of all descriptions whether social commercial or otherwise and to let upon lease or otherwise the whole or any part of the property of the Company for any of the above mentioned purposes or otherwise.
 3. To carry on business of farmers, grazers breeders and dealers in livestock agriculture, dairy farm and any other trade or business related thereto.
 4. To carry on the business of import and sale of garments and sewing machines.

5. To establish and operate a website to connect businesses and result in business growth, job creation and greater international awareness of opportunities, products and services in Tanzania and also to carry on the business as advisers, managers, consultants to any individual, firm, or business enterprise in the collection, investigation, analysis, and dissemination of information on any commercial, industry, management, financial, or other aspect of business.
6. To carry on the businesses of landscaping, designers, flower arrangers and decorators, maintenance and generally to undertake decorating assignments and jobs for whomsoever and any other business related hereto.
7. To carry on the business of Tourism in general and marine Tourism, sports fishing, snorkeling, deep sea diving, sea game fishing, luxury boat charter, sailing/beechn holidays and any other business related thereto.
8. To act as dealers in industrial machines and equipment, agricultural machinery implements, tools and equipment, refrigerators, air-conditioning plants, domestic and industrial equipment and machinery.
9. To carry on the business of real estate agency, property developers, and managers.
10. To establish and carry on the business of builders, contractors, engineers, renovators, or any branch or subsidiary business carried on in connection there with.
11. To operate office and secretarial bureaus including provision of temporary or permanent office space, secretarial services as typing, printing, photocopying, binding, translating, design lay – out, type- setting, etc.
12. To improve, develop, manage, grant rights or privileges in respect of, or otherwise deal with all or any part of the property and rights of this Company.
13. To carry on the business of transporters, clearing and forwarding, travel, tourist agents, freight forwarding insurance, express delivery logistics, car rentals.

14. To carry on the business of auctioneers, court brokers, convincing and re-possession agents, surveyors and valuers of land, buildings real estate, and other assets.
15. To acquire by purchase, lease, exchange, hire or otherwise any estates, lands, buildings, tenements, here detements, or any rights or privileges therein, and to sell, let on lease or hire, dispose of or grant rights over any property of the Company in such manner as the Company may determine.
16. To erect and construct, by the Company or otherwise, houses, buildings or works of every description on any land of the Company or upon any other lands or here detements, and to pull down, rebuild, enlarge, alter and improve existing houses, buildings, or works thereon, to convert and appropriate any such land into and for roads, streets, squares, gardens, and pleasure grounds and other conveniences, and generally to deal with and improve the property of the Company.
17. To sell, exchange, let, develop, dispose of , or otherwise deal with, the undertaking, or all or any part of the property of this Company, upon such terms and in such manner as the Company may determine.
18. To arrange for, secure and participate in the investigation, formulation and carrying out of projects for the development of commerce, industry, and other activities.
19. To establish and carry on the business of motor vehicle reconditioning workshop, fabrication of motor vehicle parts, manufacture of spare part, industrial machinery spares, mining machinery spares, aircraft spares, heavy duty equipment, reclaiming and reconditioning any type of spare parts.
20. To establish, operate and carry on the business of workshop, garages and store house and other buildings for the housing or repairs of such vehicles, the storage of fuel and other oils and substances, required for the working of the said vehicles.
21. To import and export and sell motor vehicles of all makes. And for that purpose acquire, or lease bonded warehouses. To repair and maintain all such vehicles, and to purchase or otherwise acquire, construct, sell, hire, or let saloon cares, buses, tractors engines, motors, machinery and other chattels and things used for any of the above purpose.



22. To transact, on commission or otherwise, the general business of a land agent, and to purchases and sell, for any persons, freehold or other house property, buildings or lands, or any interest, rights and privileges, or share therein.
23. To establish and provide facilities for the financing estate, tenements, buildings and other properties for the Company or for other. And engage in banking, mortgage – insurance, and re-insurance.
24. To act as agents, brokers and trustees for person or Company or to undertake and perform contracts, and to act in any of the businesses of the Company through, or by means of agents, brokers, sub-contractors or others.
25. To establish or promote, or join in the establishment or promotion of any other liabilities of the Company or the promotion of which shall be calculated to advance its interests.
24. To draw, make, accept, endorse, negotiate, discount, buy, sell, and deal in bills of exchange, debentures, promissory notes, and other negotiable or transferable instruments.
25. To carry on the business of brokers, debt collectors, and factors.
26. To carry on the business of and providers of telecommunication net work installations and operators of cellular telephone services and any or all other related work.
27. To invest and deal with moneys of the Company upon such securities and in such manner as the Directors may determine.
28. To buy, underwrite, invest in, subscribe for, acquire and hold shares, stock, debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any company or body, corporate or otherwise.
29. To support and to subscribe to any associations, charitable or public institutions, societies, clubs, funds, trusts which may be for the benefit of the Company, its employees or ex-employees.
30. To procure the registration of the Company in any other country or state.

31. To pay all the costs and expenses incurred in the formation and incorporation of the Company and the preparation and completion of all preliminary agreements incidental to the intended formation of the Company.
32. To remunerate any person or company rendering service to the Company by payment in cash or partly in cash or partly in cash and partly in fully paid shares of the Company.
33. To distribute amongst the members in specie any property, and in particular any shares, debentures or securities of other companies belonging to the Company.
34. To do all or any of the above things in any part of the world either as principals, agents, trustees, contractors, or otherwise, and either wise, and either companies belonging to the Company.
35. To do all such other things as are incidental or conducive to the attainment of the above objects or any one of them.

AND it is hereby declared that, in the interpretation of the clause, the powers conferred on the Company by any paragraph shall not be restricted by reference to any other paragraph, or to the name of the Company, or by the juxtaposition of two or more objects and that, in the event of any ambiguity, this clause and every paragraph hereof shall be construed in such a way as to widen, and not to restrict, the powers of the company.

4. The liability of the members is limited.
5. The nominal share capital of the company is Tshs. 10,000,000/= divided into 100 shares valued at Tshs 100,000/= each with power for the company to increase the said capital into several or otherwise and to attach thereto respectively preferential quantified or special right, privileges and conditions.

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

Name, Address and Description of Subscribers	Number of Shares Taken by each Subscriber	Signature
OLEG KULIKOV HOUSE NO. 42/15 LUNACHASKIY ST. CHELIABINSK RUSSIA (SUBSCRIBER)	75	
ABBAS HABIB NASSER P.O. BOX 21393 DAR ES SALAAM (SUBSCRIBER)	25	

DATED at Dar es Salaam this 9th day of Sept 2011

WITNESS TO THE ABOVE SIGNATURE:

Signature:

Postal Address:

Qualification:


 ALEX MASHAMBA BALÖMI LL.B (Hons.)
 ADVOCATE, NOTARY PUBLIC AND
 COMMISSIONER FOR OATHS
 P.O. BOX 11695
 DAR-ES-SALAAM
 TANZANIA

**THE COMPANIES ACT 2002
 COMPANY LIMITED BY SHARES
 ARTICLES OF ASSOCIATION
 OF
 KONTUR LIMITED**

TANZANIA
 Stamp Duty Shs.
 PAID ON ORIGINAL
 18463
 Receipt No. 13/19/11
 Stamp

TANZANIA
 Stamp Duty Shs.
 PAID ON ORIGINAL
 18463
 Receipt No. 13/19/11
 Stamp

INTERPRETATION

1. In these articles, unless the context otherwise requires, expressions defined in the Companies Act or any statutory modification thereof in force at the date at which these articles become binding on the company shall have the meaning 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 thereof, namely:

Words	Meaning
The Company	KONTUR LIMITED
The Act	The Companies Act 2002
The Articles	The Articles of Association as now framed or as may from time to time be altered in the manner required by law.
The Office	The registered office for the time being of the Company.
The Seal	The Common seal of the company
The Board	The Board of Directors of the company or the Directors present at a duly convened meeting of Directors at which a quorum is present.
The Directors	The Board
Member	Member of the company
Month	Calendar Month
The register	The register of members of the Company
In writing	Written or produced by any substitute for writing, or partly written and partly so produced

Word importing the singular number only shall include the plural number and vice versa, and Words importing the masculine gender only shall include the feminine gender and Words importing persons shall include corporations. The expression "debenture" and debenture holder" shall include debenture stock and debenture stockholder:

The expression "secretary" shall include a temporary or assistance secretary and any person appointed by the Directors to perform the duties of the secretary. The expression "dividend" shall include bonus: Reference herein to any provision of the ordinance shall be construed as a reference to such provision as modified by any statute for the time being in force.

2. Subject to the last preceding Article, any words or expressions defined in the ordinance shall if not inconsistent with the subject or context, bear the same meaning in these Articles.
3. The company is a private company and accordingly:-
 - (a) The right to transfer shares is restricted in the manner hereinafter prescribed.
 - (b) The number 's of the company (exclusive of persons who are in the employment of the Company and of the persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be Members of the Company) is limited to fifty. PROVIDED THAT where two or more person hold one or more shares jointly for the purposes of this regulation shall be treated as a single member:
 - (c) The Company shall not have power to issue share warrants to bearer;
 - (d) Any invitation to the public to subscribe any shares or debentures of the company is prohibited.

SHARE CAPITAL

4. The nominal share capital of the company shall be Tshs 10,000,000/= and is divided into hundred shares valued at Tshs 100,000/= each.
5. without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the company may be issued with such preferred deferred or other special rights or such preferred, whether in regard to dividend, voting, return of capital or otherwise as the company may from time to time by ordinary resolution determine.

MODIFICATION OF RIGHTS

7. If at any time the share capital is divided into different classes of shares the rights attached to class (unless otherwise provided by the terms of issue to the shares of that class) may whether or not the Company is being up, be varied with the consent in writing of the holder of three fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meetings of the holders of the class. The provision of these Articles relating to General Meetings shall apply, but so that the necessary to quorum shall be two persons least holding or representing by proxy three quarters of the issued shares of the class but so that if at any adjourned meeting of such holders a quorum as above defined is not present those members who are present shall be quorum and that any holder of shares of the class present and in person or by proxy may demand a poll and on a poll shall have one vote for each share of the class of which the is the holder.
8. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall unless otherwise expressly provided by the terms of issue of the shares of that class, not be deemed to be varied by the creating or issue of further shares ranking 'pari passu.'

ALLOTMENT OF SHARES

9. Subject to the provisions of these Articles relating to new shares, the shares shall be at the disposal of the Directors and they may (subject to the provisions of the statutes) allot, grant, option over or otherwise dispose of them to such persons, on such terms and conditions, and at such time as they think fit but so that no shares shall be issued at a discount, in accordance with the provision of the statutes.

PREFERENCE SHARES

6. Subject to the provision of section 47 of the Act any preference shares, may, with the sanction of an ordinary resolution, be issued on the terms that they are or at the option of the Company are liable to be redeemed on such terms and in such manner as the company before the issue of the shares may special resolution determine.

10. The company may exercise the power of paying commissions conferred by Sections 56 of the Act. Subject to the provisions of the Act, 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.
11. Except as required by law, no person shall be recognized by the Company as holding any shares upon any trust, and the Company shall not be bound by or be compelled in any to recognize (even when having notice thereof) any equitable contingent, future or partial interest in any shares or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

SHARES CERTIFICATE

12. Every person whose name is entered as a Member in Register of Members shall be entitled, without payment to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares or serial certificates each for one or more of his shares, upon payment of Shs. 5/= for every certificate after the first or such less sum as the Board shall be under the seal and shall specify the shares to which it relates of a share or shares held jointly by several person the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
13. If a share certificate be defaced, lost or destroyed, it may be renewed and on such terms (if any) as to evidence and indemnity and the payment reasonably incurred by the company in the investigating evidence as the directors may determine but otherwise free of charge and (in the case of defacement or wearing out)on delivery of the old certificate.
14. No part of the funds of the Company shall be employed in the subscription or purchase of in loans upon the security of the Company 's or those of its holding companies (if any the company shall not give, weather directly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with any purchase or subscription by any person of shares in the company or in its holding companies nor make, or guarantee or provide any security for a loan to any Director of the company or of its holding companies but nothing in this Article shall prohibit transactions authorized by section 46 of the Act.

LIEN

15. The company shall have a first and paramount lien on every share (not being a fully paid shares) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that shares, and the company shall also have a first and paramount lien on all shares (other than fully paid share) standing registered in the name of a single person for all moneys presently payable by him or his estate to the company, but the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien (if any) on a share shall extend to all dividends payable thereon.
16. The Company may sell, in such manner as the Directors think fit any shares on which the which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled there to by reason of his death or bankruptcy.
17. To give effect to any such sale the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he 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.
18. The proceeds of sale shall be received the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue (if any) shall (subject to a line for lien for sums not presently payable as existed upon the shares before the sale) be paid as existed entitled to the share at the date of the sale.

CALLS ON SHARES

19. The Directors may from time to time make calls upon the members in respect of any money unpaid on their shares (whether on account of the nominal value 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 value of the share or be payable at less than month from the date fixed for payment of the last preceding call and each member shall (subject to receiving 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 Directors may determine.

20. A call shall be deemed to have made at the time when the resolution of the Directors authorizing the call was passed and may be required to be paid by installments.
21. The joint holders shall be jointly and severally to pay all calls in respect thereof.
22. If a sum called in respect of a share is 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 date appointed for payment thereof to the time of actual payment at such rate not exceed eight per centum (8) per annum, as the Directors may determine, but the Directors shall be liberty to waive payment of interest wholly or in part.
23. 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 value of the shares or by way of premium, shall for 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 nonpayment, 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.
24. The Director may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
25. The Directors may, they think fit receive from any member willing to advance the same, all or any party of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced, (until the same would for such advance become payable) pay interest at such rate not exceeding (unless the Company in General Meeting shall otherwise direct) six per centum (6) per annum, as may be agreed upon between the Directors and the member paying such sum in advance.
26. No Member shall be entitled to receive any dividend or be present or vote on any question, either person or by proxy, at any General Meeting, upon, or to be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares held by him, whether alone or jointly with any other person.

TRANSFER OF SHARES

27. The instrument of transfer of any share shall be executed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the Register of Member in respect thereof.
28. Subject to such of the restrictions of these Articles as may be applicable, any Member may transfer all or any of his shares by instrument in any usual or common form, or any other form which the Directors may.
29.
 1. A share may be transferred by a member or other person entitled transfer to any member selected by the transferor: but save as aforesaid, and save as provided by sub-articles (8) and hereof, no share shall be transferred to a person who is not a member so long as any member is willing to purchase the same at the fair value (as determined pursuant to sub-articles (2) and (6) hereof).
 2. Except where the transfer is made pursuant to sub-articles (8) or (9) hereof, the person proposing to transfer any share (hereinafter called "a proposing transferor") shall give notice in writing (hereinafter called "transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the share to any Member of the Company (or person selected as aforesaid) willing to purchase the share (hereinafter called the " purchasing member ") at the price so fixed, or at the option of the purchasing member, at the fair value to be fixed by the Auditors in accordance with sub-articles (4) hereof. A transfer notice may include several share. A transfer notice shall not revocable except with the sanction of the Board. The transfer notice shall constitute an offer for the sale of the number of shares specified therein and the said offer shall be open for acceptance in toto by the purchasing member or members and not in respect of only some of the shares stated in the transfer notice.

3. The Directors shall forthwith give notice to all the other members of the Company of the number of the shares to be sold and the fair value fixed by the proposing transferor and invite each of them to state in writing within thirty days from the date of the said notice whether he is willing to purchase any, and if so, what maximum number of the said shares.
4. Subject to sub- articles (2) of this Articles, at the expiration of the said thirty days the Directors shall allocate the said shares to or amount the member or members who shall have expressed his their willingness to purchase as aforesaid, and (if more than one) so far as may be necessary pro – rate according to the number of shares already held by them respectively PROVIDED THAT no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid.
5. If the company shall, within the space of thirty days after being served with a transfer notice find a purchasing member and shall give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value as fixed in accordance with sub-articles (2) and (6) hereof, to transfer the to the purchasing member.
 - a. In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share, the Auditor for time being of the company shall on the application of ether party, certify in writing the sum which, in his opinion, is the fair value, and such sum shall be deemed to be the fair value and in so certifying the Auditor shall be considered to be acting an expert and as an arbitrator: and accordingly the Arbitration ordinance shall not apply.
 - b. If in any case the proposing transferor, after having become bound as aforesaid, makes a default in transferring the share the company may receive the purchase money, and the proposing transferor shall be deemed to have appointed any one Director or the Secretary as his agent to execute a transfer of the share to the purchasing member, and upon the execution of such transfer the company shall hold purchase money in the Company for the purchase money shall be a good discharge to the purchasing member and after his name has been entered in the register in purported exercise aforesaid power the validity of the proceedings shall not be questioned by any person.

- c. If the Company shall not, within the space of thirty days after being served with the transfer notice, find a purchasing member and give notice in the manner aforesaid, the proposing transferor shall at the said thirty day be at liberty subject to sub- article (10) hereof, to sell and transfer the share (or where there are more shares than one of these not placed) to any person whether he is a member of the company or not.
 - d. Any share may be transferred by member to any child or other, issue, son-in law-, daughter – in – law, father, brother sister, nephew, niece, wife or husband of such member, and any share of a deceased member may be transferred by his executors or administrators to any child, or other issue, son – in - law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased member (to which such deceased member may have specifically bequeathed the same) and shares standing in the name of a deceased member or his executors or administrators (if specifically bequeathed to any of the said relations) may be transferred to the trustees of his will, or may be transferred upon any charge of trustees to the trustees for the time being of such will, and the restrictions in sub- article (1) hereof shall not apply to any to transfer authorised by this sub- article.
 - e. The Directors may refuse to register any transfer of a share.
 - (a) where the Company has a lien on the share: or
 - (b) where the share intended to be transferred is not a fully paid share and the Board is of the opinion that it is undesirable in respect of such share to admit the proposed transferee to membership.
30. The Directors may also decline to recognize any instrument of transfer unless it is accompanied by certificate of the shares to which it relates, and other evidence as the Directors may reasonably require to show the right or the transferor to make the transfer and the instrument of transfer is in respect of only one class of shares.
31. If the Directors refuse to register a transfer they shall, within ninety days after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.
32. The registration of transfers may be suspended at such times and for such period (not exceeding a total of thirty days in any year) as Directors may from time to time determine.

TRANSMISSION OF SHARE

33. In case of death of a Member the survivor or survivors where the deceased was a sole holder, shall be the only person (s) recognized by the Company as having any title to his interest in the shares : but nothing herein contained shall release the estate of a deceased joint holder any liability in respect of any share had been jointly held by him with other person.
34. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors, and subject as herein before provide, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case have the right to decline or suspend registration as it would have had in the case of a transfer of the share by the Member before his death or bankruptcy, as the case may be.
35. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that Member.
36. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitle to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company: provided that the Director s may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, if the notice is not complied with within ninety days, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

FORFEITURE OF SHARES

37. If a Member fails to pay any calls or installment or a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of call or installment as is unpaid together with any interest which may have accrued.
38. The notice shall name a further date (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that, in the event of non-payment at or before the time appointed the shares in respect of which the call is made will be liable to be forfeited.
39. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.
40. A forfeited share may be sold or otherwise disposed of on such terms as the Directors think fit, and at any time before a sale or disposition the forfeiture may be canceled on such terms as the Directors think fit.
41. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited share, but shall, notwithstanding, remain liable to pay to the company all money which, at the date of forfeiture, was payable by him to the company in respect of the shares, but his liability shall cease if and when the company shall have received payment in full of all such moneys in respect of the share.
42. A statutory declaration in writing that the declaration is a Director or the secretary of company, and that a share in the company 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 any sale or disposition thereof, and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of, and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

43. The provisions of these Articles as to forfeiture shall apply in the case of non - payment of any sum which, by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of call duly made and notified.

CONVERSION OF SHARES INTO STOCK

44. The company may by ordinary Resolution convert any paid - up shares into stock, and reconvert any stock into paid up shares of any denomination.
45. The holders of any stock may transfer the same or any part thereof in the same manner and subject to the same regulations, as to conversion have been transferred, or as near there to as circumstances admit: and the Director may from time to time fix the minimum amount of stock transferable, provided that such minimum amount shall not exceed the nominal amount of the shares from which the stock arose.
46. The holder of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages regarding dividends, voting at meetings of the company and other matter as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the asset on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
47. Such of the Articles of the Company as are applicable to paid up shares shall apply to stock and the words share and "shareholder" therein shall include "stock" and "stockholder".

ALTERATION OF CAPITAL

48. The Company may from time to time by Ordinary Resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
49. The Company may by Ordinary Resolution , before the issue of any new shares, determine that the same, or any of them, shall be offered in the first instance, and either at par or at a premium, to all the existing holder of any class of shares, in proportion as nearly as may be to be the number of shares held by them respectively, or make any other provisions as the issue of the new shares; but, in default of any such determination, or so far as the same shall not extend the new shares may be dealt with as if they formed part of the shares in the nominal capital.

50. Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new shares shall be considered part of the nominal capital, and shall be subject to the provisions herein contained with reference to payment of calls and installments, transfer and transmission, forfeiture, lien, surrender, and otherwise. Unless otherwise provided in accordance with these Articles the new shares shall be ordinary.
51. The Company may from time by ordinary Resolution.
- a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares or
 - b) sub- divide its existing shares or any them, into shares of smaller amounts than is fixed the memorandum of Association subject, nevertheless, to the provisions of section 51(1) (d) of the ordinance; or
 - c) sub- divide its existing shares or any them, into shares of smaller amounts than is fixed in the Memorandum of Association subject, nevertheless, to the provisions of section 65(1)(d) of the Act or
 - d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed be taken by any person.
52. The Company may Special Resolution reduce its shares capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any incident authorised, and consent required, by law.

GENERAL MEETINGS

53. The Company shall each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more that fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. Provided that the Company holds its Annual General Meeting within eighteen months of incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General shall be held at time and place as the Directors shall appoint.
54. All General Meeting other than Annual General Meetings shall be called E extraordinary General Meetings.

55. The Directors may, whenever they think fit, convene an extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provide 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 company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that meetings may be convened by the directors.

NOTICES OF GENERAL MEETINGS

56. 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 of the company other than an Annual General Meeting for passing of a Special Resolution shall be called by fourteen days notice in writing at the least. The Notice shall be exclusive of the date on which it is served or deemed.

PROCEEDINGS AT GENERAL MEETINGS

57. 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 Declaring a dividend the consideration of the accounts balance sheets and the reports of the Directors and Auditors, the election of Directors in place of those retiring and the appointment of and the fixing of the remuneration of the Auditors.
58. No business shall be transacted any General Meeting unless a quorum of members is present, at the meeting unless a quorum of members is present at the time when the meeting proceeds to business.
59. If within half an hour from the time appointed for the meeting a quorum is not present the meeting if convened up on the requisition of a member, 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 Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
60. The Chairman (if any and present at meeting) of the Board of Directors shall preside as Chairman at every General Meeting of the company.

61. 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 other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for seven days or more, notice of the original meeting shall be given as in the case of the original member. Save as aforesaid, it shall not be necessary to give notice of an adjournment or the business to be transacted at adjourned meeting.
62. At a General a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the show of hands) demanded.
- (a) by the Chairman of the Meeting ; or
 - (b) by any member or member present in person or proxy.

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

63. Except as provided in a poll demanded on the election of a Chairman or a question of adjournment shall be taken in such manners as the chairman directs, and the result of the meeting at which the poll was demanded.
64. A poll demanded on the election 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 as the chairman of the meeting directs but not later than ten days from the date the poll is demanded, and any business other than upon which a poll has demanded may be proceeded with pending the taking of the poll.
65. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorized representatives) shall be as valid and effective as if the same had been passed at a general meeting of the company duly convened and held. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the members or duly authorised representatives concerned.

VOTES OF MEMBERS

66. Subject to any rights or restrictions of the time being attached to any class or classes of shares, every member present in person or by proxy shall on a show of hands have one vote and on a poll have one for each shares of which the holder.
67. In the case of joint holders the vote of the senior who tenders a vote, whether in person or but proxy, shall be accepted to the exclusions of the votes of other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of member.
68. A member of unsound mind, or in respect of whom an order has been made by any court having justification in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian appointed by that court, and any such committee or other legal guardian may vote by proxy.
69. No member shall be entitled to vote at general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
70. 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 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.
71. On a poll votes may be given either personally or by proxy.
72. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation either under seal or under the hand of an officer or attorney duly authorised in writing. A proxy need not be a member of the company.
73. The instrument appointing a proxy and the power of attorney or other Authority (if any) under which it is signed or notarially certified copy of that power authority shall be deposited at the registered office of the company (or at such other place as is specified for that purpose in the notice convening the meetings) not less than 48 hours before the time for holding. The meeting or adjourned meeting at which the person named in the instrument proposed to vote, or in case of a poll taken subsequently to the date of a meeting or adjourned meeting not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument

or proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiry of its execution.

73. The instrument appointing a proxy shall be in the following form or such other form as the Board may approve.

I / WE.....
of.....
being a member/members of the named company, hereby
appoint.....
of.....
or failing
him.....
of

as my / our proxy to vote for me / us
on my / our behalf at the ordinary or
extraordinary, as the case may be
general meeting of the company,
to be held on the.....day of

and at any adjournment thereof.
Signed thisday of

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

I / WE.....
of.....
being a member / members of the named company, hereby
appoint.....
of.....
or failing
him.....

of

as my / our proxy to vote for me / us
on my / our behalf at the ordinary or
extraordinary, as the case may be
general meeting of the company, to be held on the.....day
ofand at any adjournment
thereof.
Signed thisday of

76. The instrument appointing a proxy shall be deemed to confer authority to demand or join demanding a poll.

77. A vote 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 share in respect of which the instrument of proxy is given, provided that no transfer as aforesaid shall have been received by the company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

CORPORATION ACTING BY REPRESENTATIVES AT MEETINGS

78. Any corporation [whether a company within the meaning of the Act not] which is a member of the Company may by resolution of its Board of Directors or other governing body, authorise such persons as it thinks fit to act as its representative at any meeting of the company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company. Its representative duly authorized under this Article will deem corporation, which is a Member of the Company, to be present in person.

DIRECTORS

79. (a) Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum but shall be not less than two:-
- (b) The following are the first Directors:-
1. OLEG KULIKOV
 2. ABBAS HABIB NASSER
- (c) The shareholding qualification for directors may be fixed by the company in the general meeting and unless and until so fixed no qualification shall be required.
80. The remuneration of Directors shall from time to time be determined by the Company in General Meeting. Such remuneration shall be deemed to accrue from day to day. The Director and any alternate Director may also be paid all traveling, hotel and other expenses properly incurred by them in attending and returning from meeting of the directors or any committee of the Directors or General Meetings of the company: or in connection with the business of the company.
81. Any Director who devotes special attention to the business of the Company, or who otherwise performs services which in the opinion of the Directors of the Directors are outside the scope of the ordinary duties of a Director, may be paid such remuneration by way or salary, parentage of profit or otherwise as the Directors may determine.

82. A Director shall not require qualification but shall never the less be entitle to attend and speak at any General Meeting of the Company.
83. A Director of the company may be or become a director or other officer of, otherwise interested in any company promoted by the company or in which the company may be interested as a share holder or otherwise, and no such Director shall be accountable to the company for any remuneration or other benefits received by him as a Director of office of or from his interest in, such other company unless the company otherwise Direct.

POWER AND DUTIES OF DIRECTORS

84. The business of the company shall be managed by the Directors, who may pay all expenses incurred in promoting the registering of the Company and may exercise all such power 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 any of these Articles, to provisions of the ordinance, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the company in General Meeting; but no regulation made by the company in General Meeting shall invalidate any prior act of the Directors which would have been if that regulation had not been made.
85. The Director may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorneys or attorney of the company for such purpose and with such power, authorities and direction not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any the power, authorities and Discretion vested in him.
86. The Directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking 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 any third party; provided that the amount for the time being remaining un discharged of money borrowed or secured by the Directors as aforesaid (a part from temporary loans obtained from the company's bankers in the ordinary course of business)

shall not at any time, without the previous sanction of the company in general meeting, for the time being issued, but never the less no lender or other person dealing with the company shall be concerned to see or inquire whether this limit is observed.

No debt incurred or security given in excess of such limit shall be invalid or in effectual except in the case of express notice to the lender or the recipient of the security given at the time when the debt was incurred or security given that the limit hereby imposed had been or was thereby exceeded.

87. The company may exercise the powers conferred upon the company by section 124 and 127 of the Act with regard to the keeping of a branch register and the Directors may (subject to the provisions of these sections) make and vary such regulations as they may think fit respecting the keeping of such register.
88. A Director who is in any way, whether directly or indirectly, Interested in a contract or proposed contract with the company shall declare the nature of his interest at a meeting of the Directors in accordance with section 209 of the Act

Subject to the provisions of the Act, and provided that he has disclosed the nature and extent of any material interest of his, a director notwithstanding his office.

- (a) May be a party to or otherwise interested in, any transaction or arrangement with the company or in which the company is interested,
- (b) May be a director or other office of or employed by, or a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the company or in which the company may be interested.
- (c) Shall not, by reason of his office be accountable to the company for any benefit which he derives from any such office or employment remuneration or other benefits received by him as director or officer of or from his interest in, such other company unless the company otherwise directs.

Provided that nothing herein contained shall authorize a director or his firm to act as auditor to the company

89. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the directors shall from time to time by resolution determine.

MINUTES

90. The directors shall cause minutes to be made in the book provided for the purpose;
- (a) of all appointment of officers made by the directors;
 - (b) of the names of the directors at all meeting of the directors and of any committee of the directors;
 - (c) of all resolutions and proceedings at meetings of the company, and of the directors and of committee of directors; but it shall not be necessary for the directors to sign their names in the minute book
91. The directors on behalf of the company may pay gratuity or pension or allowance on retirement to any director who had held any other salaried office or place of profit with the company or to his widow or dependants and may make contributions to any fund any pay premiums for the purchase or provision of any such gratuity pension or allowance.

DISQUALIFICATION OF DIRECTORS

92. The office of Director shall be vacated if the Director :
- (a) ceases to be a director by virtue of section 142 of the Act.
 - (b) becomes bankrupt or make any arrangement or composition with his creditors generally; or
 - (c) becomes prohibited from being a director by reason of any order made under sections 213 or 269(4) of the Act.
 - (d) Becomes of unsound mind; or
 - (e) Is dismissed or removed from office by his appointor
 - (f) Resigns his office by notice in writing to the company; or
 - (g) Shall for more than six months have been absent without permission of directors from meetings of the directors held during that period and the directors resolve that his office be vacated.

93. Subject to Articles 81 and hereof the Directors shall have power at time from to appoint any person to be Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the number of Directors shall not at any time exceed the maximum prescribed by these Articles. Any Director so appointed shall hold office until the next following Annual General Meeting, but shall then be eligible for reappointment by his appointing share holder (s).

At any time and from time to time company may by ordinary resolution appoint any person to be a Director (but so that the maximum number of Directors, is not exceeded) and determine the period for which such person is to hold office.

94. The company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what manner the increased or reduced number is to go out of office.

SPECIAL DIRECTOR FOR DEBENTURE HOLDERS

95. 1. Subject as hereinafter provided the Directors may grant, for such period and upon such terms as they think fit, to holders of any debentures, debenture stock or other obligations of the company or the trustees of any trust deed securing the same, the right from time to time to appoint any person special directors but so that no more than two special directors shall be in office at any one time; to determine the period for which any person so appointed will hold office and to remove any special Director from his office.
2. Any right so granted shall lapse, and any special Director appointed pursuant hereto shall automatically vacate his office upon the debenture stock or other obligations, in respect of which the right was granted, being redeemed paid or satisfied or otherwise discharged.
3. A special Director shall in all other respects be subject to the terms and conditions existing with reference to the other director, and shall be entitled to receive notice of all meeting of the Directors, and to attend, speak and vote at such meetings.
4. Every appointment, determination or removal made pursuant to a right granted under this regulation shall be made by notice in writing signed by or on behalf of the person entitled to make the same; every such notice shall be delivered or sent to the secretary or to the registered office of the Company, and shall take effect from the time of receipt.

96. The company may by ordinary resolution, of which special notice has been given in accordance with section 144 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the company.

PROCEEDING OF DIRECTORS

97. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meeting, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. The chairman shall not have a second or casting vote.
98. The quorum necessary for the transaction of the business of the directors may be fixed by the Directors unless so fixed shall be two.
99. The Directors may elect from among themselves a Chairman of their meetings and determine the period for which he is to hold office.
100. Meeting of Directors at which a quorum is present shall be competent to exercise all powers and descriptions for the time being exercisable by the Directors.
101. All acts done by any meeting of the Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if such person had been duly appointed and was qualified to be a Director.
102. A resolution in writing, signed by all the Directors for the time being entitled to receive notices of a meeting of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.

MANAGING DIRECTOR

103. The Directors may from time to time appoint one of their body or any other person not a Director to the office of Managing Director for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. A Director so appointed shall not, whilst holding that office, be subject to retirement at the annual General Meeting, but his appointment shall be automatically determined if he ceases from any time to be a Director.

104. A Managing Director shall receive remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Directors may determine.
105. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of powers.

ALTERNATE DIRECTORS

106. Any Director may at any time appoint and Director or other person to be an alternate Director of the company in his place and may at any time remove from office alternate Director so appointed by him. An alternate Director shall not be entitled as such to receive any remuneration from the company, but he shall be entitled to perform in the place of his appointor such of the functions of his appointor as the Director of the company as his appointed shall by instrument of appointment prescribe. The same person may be appointed as an alternate Director by any number of Directors.
107. An alternate Director appointed for the purpose of attending and voting at meetings of Directors shall be entitled to receive notices of all such meeting and to attend and be counted in the quorum and vote at any such meeting at which his appointor is not present. A alternate Director shall be entitled to vote in respect of each appointor in whose place he is entitled to vote and (if himself a Director) may exercise such vote or vote in addition to his own vote at a meeting: provided always that nothing in this Article shall enable more than one vote to be cast at any meeting of the Director on behalf of the same appointor.
108. All appointments and removals of alternate Directors shall be made by notice in writing, signed by or behalf of the Director making the appointment and shall take effect from the time of receipt by the company.

SECRETARY

109. The secretary shall be appointed by the Director for such term, at such remuneration and upon such conditions as they may think fit ; and any secretary so appointed may be removed by them.

110. No person shall be appointed or hold office as secretary who is;
- (a) the sole Director of the company
 - (b) a corporation the sole Director of which is the sole Director of the company; or
 - (c) the sole Director of a corporation which is the sole Director of the company.
111. A provision of the Act or these Articles requiring or authorizing a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the secretary.

THE SEAL

112. The Directors shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or a committee of the Directors authorized by the Directors in that behalf and every instrument to which the seal shall be affixed shall be signed by two Directors or some other persons authorized by the Directors for the purpose.

DIVIDENDS AND RESERVE

113. Subject to section 180 of the Act the company in General Meeting by ordinary resolution may declare dividends but no dividend shall exceed the amount recommended by the directors.
114. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the company.
115. No dividend shall be paid otherwise than out of profits.
116. The Directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors be applicable for 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 as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profit which they think prudent to divide.

117. Subject to the rights of persons, (if any) entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of call shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any dividend is paid; but if any shares issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
118. The Director may deduct from any dividend payable to any member all sums of money (if any) presently payable to the company on account of calls or otherwise in relation to the shares to the company.
119. Any General Meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of special asset and particular of paid up shares, debentures or debenture stock of and other company or in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises in such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific asset or part thereof and may determine that cash shall be made to any members upon the footing of the value so fixed in order to adjust the rights of the parties, and may vest any such specific assets in trustees as seem expedient to the Directors.
120. Any dividend, interest or warrant may be sent through the post directly to the registered address of the holder or in the case of joint holders to the registered address of joint holders or to the registered address of one of the joint holders who is first named in the Register of Members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipt for any dividends, bonuses or other money payable in respect of the shares held by them as joint holders.
121. No dividend shall bear interest against the company.

ACCOUNTS

122. The Directors shall cause proper books of account to be kept with respect to:-

- (a) all sums of money received and expended by the company and the matters in respect of which the receipts and expenditure take place;
- (d) All sales and purchases of goods by the company; and
- (e) The assets and liabilities of the company .

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

123. The Directors shall from time determine whether and to what extend and at what times and place under what conditions or regulations the accounts and books of the company or any of them shall be open to inspection of members not being Directors and member (not being a Director) shall have any right of inspecting any account or book or document of the company except as conferred by statute or authorised by the Directors or by the company in General Meeting.

124. The Directors shall from time to time, in accordance with sections 153,155 and159 of the Act , cause to be prepared and to be laid before the company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as referred to in those section.

125. In accordance with section 163 of the Act, the copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the company in General Meeting, together with a copy of the Auditor's report, shall not less than twenty one days before the date of the meeting be sent to every member of and every holder of debentures of, the company. Provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the company is not aware or to more then one of the joint holders of any shares or debentures.

CAPITALIZATION OF PROFITS

126. The company in general meeting may upon the recommendation of the directors resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts or the credit of the profit and loss account or otherwise for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the towards paying any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid or partly in the one way and partly in the other, and the Directors shall give effect to such resolution: provided that a share premium Account and a capital Redemption Reserve Fund, may for the purposes of unissued shares to be issued to members of the company as fully paid bonus shares.
127. Whenever such a resolution as aforesaid shall have been passed the directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect hereto, with full power to the directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment by the company on their behalf, by the application resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

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

NOTICES

129. A notice may be given by the company to any member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within Tanzania) to the address, if any, within Tanzania supplied by him to the company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 72 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
130. A notice may be given by the company to the joint holders of a shares by giving the notice to the joint holder first named in the Register of Members in respect of the share.
131. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustees of the bankrupt, or by any like description, supplied to the company.
132. Notice of every General Meeting shall be in any manner herein before authorised to:
- (a) every member except those members who (having no registered address within Tanzania) have supplied to the company an address within Tanzania for the giving of notices to them;
 - (b) every person upon whom ownership of a share devolves by reason of his being a legal personal representative or trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and the Auditor for the time of the company.

No other person shall be entitled to receive notices of General Meetings.



WINDING-UP

133. If the company shall be wound up the liquidator may, with the sanction of an extraordinary resolution of the company and any other sanction required by the Act, divide amongst the members in specie or kind the whole or any part of the assets of the company (whether they shall consist of property of the same kind or not) and may for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator with like sanction, shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

134. Every Director or other officer of the company shall be entitled to be indemnified out of the assets of the company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings whether civil or criminal, in which judgment is given in his favour 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, and no Director or other officer shall be liable for any loss, damage or misfortune which may to or be incurred by the company in the execution of the duties of his officer or in relation thereto.

If and whenever any dispute or difference shall arise between the company and any of the member or their representative touching upon the construction or meaning of the Articles herein contained or any act, matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising hereunder or rising out of the relations existing between the parties by reason of these Articles or the Act, such difference shall (unless a sole arbitrator be agreed upon) forthwith be referred to the decision of two arbitrators one to be appointed by each part in difference or to an umpire to be appointed by the arbitrates before entering into consideration of matters referred to them and every such reference shall be conducted in accordance or any other existing statutory modification or reenactment thereof.

Name, Address and Description of Subscribers	Number of Shares Taken by each Subscriber	Signature
OLEG KULIKOV HOUSE NO. 42/15 LUNACHASKIY STREET CHELIABINSK RUSSIA (SUBSCRIBER)	75	
ABBAS HABIB NASSER P.O. BOX 21393 DAR ES SALAAM (SUBSCRIBER)	25	

DATED at Dar es Salaam this 9th day of Sept 2011

WITNESS TO THE ABOVE SIGNATURE:

Signature:

Postal Address:

Qualification:



 ALEX MASHAMBA BALOMI LL.B (Hons.)
 ADVOCATE, NOTARY PUBLIC AND
 COMMISSIONER FOR OATHS
 P.O. BOX 11695
 DAR-ES-SALAAM
 TANZANIA

**BUSINESS PLAN FOR GEMSTONE CUTTING AND
POLISHING FACILITY IN DAR ES SALAAM**

**PROMOTER: M/S KONTUR LIMITED
P. O. BOX 11547
DAR ES SALAAM**

**PREPARED BY:
RONDO CORRIDOR LTD
BUSINESS CONSULTANTS
P. O. BOX 5509
TEL: 0787-947684
DAR ES SALAAM**

SEPTEMBER, 2011

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SEPTEMBER, 2011

TABLE OF CONTENTS

CHAPTER		SUBJECT	PAGE
1.0		EXECUTIVE SUMMARY	1
	1.1	MARKET POTENTIAL	2
	1.2	SPONSOR'S BACKGROUND	2
	1.3	SHAREHOLDING	2
	1.4	LOCATION	3
	1.5	PROJECT IMPLEMENTATION	3
	1.6	EQUIPMENT	3
	1.7	ECONOMIC BENEFITS AND JUSTIFICATION	3
	1.8	THE MARKET	5
	1.9	MINING AND MINERAL TRADING POLICY IN TANZANIA	6
	1.10	CAPITAL INVESTMENT COST	7
	1.11	CAPITAL CHARGES	7
2.0		AVAILABILITY OF GEMSTONES IN TANZANIA	9
3.0		PROJECT DESCRIPTION	10
4.0		THE TARGETED MARKET	14
	4.1	DESCRIPTION OF TRADE CHANNELS	16
	4.2	MARKETING STRATEGY FOR BETINAT GEMS LIMITED	16
	4.3	DISTRIBUTION	16
	4.4	COMPETITION	16
5.0		RISK ANALYSIS	18
6.0		ASSUMPTIONS FOR OPERATING EXPENSES	19
7.0		REVENUE ESTIMATES	20
8.0		FINANCIAL ANALYSIS	22
9.0		CONCLUSION AND RECOMMENDATION	24

1.0 EXECUTIVE SUMMARY

The project entails the establishment of a Gemstone Cutting and Polishing Facility in Dar es Salaam with a prime objective of exporting the finished products and increase value added. The adoption of the proposed scheme for processing the product will increase the volume of the processed raw material thereby increasing production capacity productivity and in the final analysis profitability. The establishment of this facility in the country will in the first place add capital formation to the existing machinery in other places, and generate enough revenue to the Government in the form of corporate taxes. Business in gemstones and other related ornamental stones is as old as civilization itself. Stones are curved, cut into bends, earrings and all paraphernalia that cluster so much the dressing table of affluent class of women the world over. Yet all this important wealth is lying unexploited and used in most of the developing countries.

A wide variety of excellent quality gemstones are available in Tanzania.

The Tanzania Government having seen the importance of these precious stones in bringing foreign exchange and on account of the vast untapped wealth of the stones has shifted from depending on public sector commercial and deliberate on liberalized the mining sector.

Based on the above factor M/s KONTUR LIMITED has been prompted and thought it prudent to embark on the business of processing gemstones, in Tanzania.

The estimated capital investment cost of this project is USD 860,000 which is to be financed through owner's equity contribution and by bank loan.

1.1. MARKET POTENTIAL

There is a very big market potential for gemstones in South East Asia especially in Srilanka and Thailand. In Europe the market potentials are Germany and the Netherlands. Markets also do exist in U.S.A in the cities of New York and Los Angeles.

1.2. SPONSOR'S BACKGROUND

This project is being sponsored by M/S KONTUR LIMITED, a limited liability company registered and incorporated in Tanzania. The Directors of the company have extensive personal experiences in gemstone industry in which they have brokered a number of International Transactions in the previous years. Needless say, they possess ample managerial capabilities in various business disciplines including general merchandise.

1.3. SHAREHOLDING

The shareholders with their respective shareholding position are shown in the following table below:-

NAME ADDRESS AND DESCRIPTION OF EACH SUBSCRIBER	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
1. OLEG KULIKOV HOUSE NO. 42/15 LUNACHASKIY STREET CHELIABINSK RUSSIA (SUBSCRIBER)	75
2. ABBAS HABIB NASSER P.O. BOX 21393 DAR ES SALAAM (SUBSCRIBER)	25

1.4. LOCATION

The proposed office will be located on Plot No. 168/2, Jangwani Beach, Kawe Kinondoni Municipality Dar es Salaam.

1.5. PROJECT IMPLEMENTATION

The project is to be implemented in two years (*24 months*) commencing on the date of obtaining Certificate of Incentives.

1.6. EQUIPMENT

The project involves the processing of gemstones through cutting and polishing work. The equipment include the following:-

- Setting Machines and Motors.
- Cutting and Pre-shaping machines.
- Faceting Machines and
- Other miscellaneous cutting equipment.

1.7. ECONOMIC BENEFITS AND JUSTIFICATION

The establishment of this project will benefit the nation in the following ways:-

- (a) From the socio –economic point of view the project will create employment to some people living in Dar Salaam. About 20 people will be employed in the first year ranging from managerial, technical and unskilled staff.
- (b) The government will earn substantial revenue in the form of corporate taxes. It is projected that during the first year alone some USD 190,000 million will go to Government coffers.
- (c) The project will generate the much needed foreign exchange for the country.
- (d) There is going to be an obvious case of transfer of technology. The young Tanzanians to be employed will acquire knowledge and skills of gemstone cutting and polishing.

- **MANAGEMENT**

M/s KONTUR LIMITED will themselves manage the project. They will recruit highly trained and experienced craftsmen to operate the equipment.

- **MANPOWER REQUIREMENT**

The production operations of the plant will run for 10 /hours daily. A one shift work of a duration of 10 hours (*almost all day light*) is envisaged. Projections indicate that such time is sufficient for the volume of work required for the processing.

Based on the above factor in the start up operation the following key personnel will be recruited. Managing Director, Works Manager Chief Cutter, Assistant Manager, Cutter/Polisher, Cutter/Skilled, Accountant, Secretary and unskilled labourers.

1.8. THE MARKET

The company is now making efforts to identify potential customers geared towards the efforts of establishing good permanent business relationships. In order to achieve this objective the company has so far contacted the following:-

1. Rama Enterprises – Bangkok.
2. Quality Colour Co. Ltd – Bangkok.
3. Coloured Gems International Ltd.
4. Kai Hushuk Inc. Japan.
5. Overland Gems Inc. – Los Angles U.S.A.
6. Tsavo Madini – Los Angles, U.S.A.
7. Gerald Stockstone – Los Angles, U.S.A.
8. David Quitz – Dallas U.S.A.

In order to penetrate into these markets the company plans to advertise the products and attend trade fairs in those countries.

The company is also contemplating to join Gemstone Trade Associations abroad. Gemstones are exported almost exclusively to specialized importers because knowledge of the gemstones and market trends are the most important requirements in gemstone business. Gemstones are easily susceptible to changing consumer preferences for colour and design. Importers therefore purchase a greater variety of items in smaller quantities to the diversified needs of the retailers.

1.9. MINING AND MINERAL TRADING POLICY IN TANZANIA

After nationalization of some of the privately owned mines in 1970, private investors both local and foreign hesitated to invest in mining industry despite vast minerals Tanzania is endowed with.

In 1990, the Government introduced a series of policy measures aimed at encouraging exports and streamlining the procedures for mining, processing and marketing of minerals, such as gemstones and fold. Under this new system the Government has introduced the following:-

- (i) For the first four years of positive taxable income, the rate of taxation is 22.5% per annum for both local and foreign companies. For subsequent years is between 35% and 50% for residents and non-residents.

- (ii) In gemstone, Capital expenditure is deductible at 40% in the year of expenditure and 10% per annum for the next six years.
- (iii) All exploration and development machinery/equipments and vehicles procured prior to commencement of regular production will be imported free from customs duty, sales tax or other duties on imports.
- (iv) Payments of dividends, interest on loans and management fees are subject to withholding tax. The current taxes are 10% and 20% for residents and non-residents companies respectively. The overseas dividend remittance tax of 10% on the amount remittent may be waived during the initial five years of operation. Various incentives are provided for mining operations. Retention of earnings in foreign accounts is permissible up to 70%. This provisions permits an export oriented mining sector to operate without constraints on imported production inputs and ensure investors to services their foreign debts and obligations without difficulties.

All these measures are aimed at curbing smuggling and encourage gemstone, miners-cum dealers into engaging in legal export market. Since the introduction of these policies in 1990, the growth rate of the mining sector increased from 0.7% in 1999 to 65% in 2004.

During the same period, legal export of precious minerals also increased from USD 17 million to USD 250 million.

1.10. CAPITAL INVESTMENT COST

Figures in US\$: (000's)

ITEM	
1. Land and Buildings	300
2. Machinery and Equipment	350
3. Vehicles	65
4. Computer and Software	15
5. Furniture and Fittings	20
6. Working Capital Requirements	100
7. Pre-operational Expenses	10
GRAND TOTAL	860

1.11. CAPITAL CHARGES

Economic Depreciation has been worked out on all fixed assets over their useful economic lifetime based on straight line method. The assumption adopted is that, buildings depreciate at 4%, Motor Vehicles at 25%, Machinery and Equipment at 12.5%, while Furniture & Fittings are depreciated at 10%.

Detailed calculations are presented in the table below:-

SCHEDULE FOR ECONOMIC DEPRECIATION

Figures in US Dollars

Item/Year	0	1	2	3	4	5-10
1. Buildings	300,000	12,000	12,000	12,000	12,000	12,000
2. Vehicles	65,000	16,000	16,000	16,000	16,000	16,000
3. Machinery & Equipment	350,000	44,000	44,000	44,000	44,000	44,000
4. Furniture and Fittings	35,000	3,500	3,500	3,500	3,500	3,500
TOTAL DEPRECIATION	-	75,500	75,500	75,500	75,500	75,500

1.12. PROJECT FINANCING

(a)	Foreign	USD	602,000
(b)	Local	USD	258,000
	TOTAL	USD	860,000

2. AVAILABILITY OF GEMSTONES IN TANZANIA

High quality precious gemstones are found in almost all the 13 Regions as indicated on the list presented in Chapter 3 under the heading "PROJECT DESCRIPTION"

For example existence of gemstones in Tanga Region at the site known as Umba Valley was known as far back as the days of the German Rule in Tanganyika. However, despite the fact that many foreigners have been mining in the area no proper records were available until late in 1962 when a proper Geological survey was undertaken by M/s E. W. Harley and W. R Moore and later compiled and published by the Geological survey Division Dodoma in 1965. According to the Commissioner for Mineral resources Report dated between 1991 and 1992, Umba Valley lies within the Pan African Mozambique Belt of Tanzania, which forms a part of high grade granulite terrains renowned for their gemstones potential in the Gondwanaland. Therefore, it is potentially rich in gemstones mineralization particularly of garnets and corundum i.e. ruby and sapphire rhodolite, amethyst and tourmaline, etc.

2.1. MANPOWER REQUIREMENTS

Figures in US Dollars

DESIGNATION	NO.	SALARY PER MONTH	SALARY PER ANNUM
1. Managing Director Works	1	3,500	42,000
2. Manager Chief Cutter	1	2,500	30,000
3. Assistant Manager	1	1,500	18,000
4. Cutter/Polisher	1	1,200	14,400
5. Cutter/Skilled	6	800	57,600
6. Accountant	1	1,500	18,000
7. Secretary/Reception	2	600	14,400
8. Unskilled Labourers	7	400	33,600
TOTAL	20	-	228,000
Add: 15% Contingency on staff welfare	-	-	34,200
GRAND TOTAL	20	-	262,200

The above figures is equivalent to T.shs. 314.6 million a year.

3. PROJECT DESCRIPTION

The plan calls for the establishment of an office in Dar es Salaam with an objective of processing and polishing gemstones of various types from licensed small scale miners/artisan miners in the country for cutting and polishing them for the export market.

The company in turn will export these gemstones to Asia, Europe, America and the Far East.

3.1. SUPPLY POSITION

The availability of gemstones in Tanzania is well spread in all regions. Below is a short list of gemstones in some given regions in Tanzania and distances involved from the capital city of Dar es Salaam.

REGION	TYPE OF MINERALS FOUND	DISTANCE FROM DAR ES SALAAM KMS
1 Arusha	Rhodolite Emerald Garnet Ruby Tanzanite Tourmaline	649 KMS
2 Tanga	Sapphire Ruby Garnet Tourmaline Amethyst Apatite Beryl Zircon Rhodolite Zoisite	352 KMS

REGION	TYPE OF MINERALS FOUND	DISTANCE FROM DAR ES SALAAM KMS
3 Morogoro	Ruby Garnet Amethyst Spinel Emerald	193 KMS
4 RUVUMA	Diamond Garnet Sapphire Christoberyl Alexandrite Rhodolite gold	1,033 KMS
5 Mtwara	Garnet Amethyst Sapphire Emerald Alexandrite Gold Diamond	600 KMS
6 Singida	Gold Garnet Amethyst Sapphire	755 KMS
7. Mbeya	Gold Tin Mica	893 KMS
8 Lindi	Gold Amethyst Mica Garnet	486 KMS

REGION	TYPE OF MINERALS FOUND	DISTANCE FROM DAR ES SALAAM KMS
9 Mwanza	Gold Amethyst Opal Diamond	1,199 KMS
10 Shinyanga	Diamond Gold Opal	1,036 KMS
11 Mara	Gold Amethyst Opal	1,193 KMS
12 Rukwa	Gold Opal Emerald Tin Kyamll	893 KMS
13 Tabora	Amethyst Diamond Opal	1,078 KMS

LIST OF EQUIPMENT FOR GEMSTONE CUTTING AND POLISHING PROJECT

S/NO.	NAME OF ITEM	QUANTITY
1	Ultrasonic Drilling Machine	4
2	Booting Shape	4
3	Colour Stone Cutting Laps	4
4	Cabochon Flat in Lay work	4
5	Semi – Precious Stone	2
6	Cutting laps (Copper scaife)	3
7	Grinding and saving Bank	7
8	Rayteck Auto Feed Lapidary Saw	3
9	Lil Trimmer Saw	2
10	Rio Grande 6' Trim Saw	2
11	Rio Grade Gemmaker Arbor	2
12	Setting Machine	2
13	Pre-shaping machine	2
14	Cutting Machine	3
15.	Ticketing Machine	3
16	Ring Machine	3
17	Testing Machine	3
18	Crushing Blade	3
19	Bowler	2
20	Towel Diamond	2
21	Water pipe for 2 machine	3
22	Motors	8
23	W/Scale gms	5
24	W/Scale carets	3
25	Torch	3
26	Glass & Light	25
27	Table	10
28	Safes	6
29	Generator	2
30	Accessories	5

4. THE TARGETED MARKET

The gemstone industry/trade is based on mutual trust between longstanding trade partners. The concept of old business relations is even more important in this trade than in other industries. Export markets for gemstones exist at a large scale in Europe, Asia and the United States of America.

DESCRIPTION OF TRADE CHANNELS

Trade channels for gemstones for jewellery users vary between different markets. The scope of activities differ from trader to trader. While some are exclusively wholesalers, others deal in rough stones, gemstone cutting and act as wholesalers of polished stones.

A channel normally consists of the following participants.

(a) WHOLESALERS

Wholesalers normally procure various rough stones from several sources and resell them to the gemstone cutters.

(b) GEMSTONE CUTTERS

Cutters cut and polish gemstones for resale to polished stone wholesalers, jewellery manufacturers, retailers or individuals. They procure rough stones directly from miners or through wholesalers. They cut the stones according to orders as well as for stocking purposes.

(c) POLISHED STONES WHOLESALERS

These sell polished stones to jewellery manufacturers or retailers. They buy either from gemstone cutters or by rough stones and let the cutter cut the stone according to their customers requirements.

The wholesaler usually keeps large inventories and his buyers can be large jewellery chains, other wholesalers or jewellery manufactures.

POLISHED STONE AGENTS

Polished stone agents sell to jewellery manufacturers or retailers, while representing different suppliers.

(d) JEWELLERY MANUFACTURERS

The jewellery manufactures usually buy from gemstone cutters or polished stone wholesalers for the purpose of making finished, jewellery. They sell to retailers or retail directly through their own shop.

(e) RETAILERS

The retailers sell gemstone to the end user usually; the gemstone is part of a piece of jewellery. The retailers could be chain stores, small jewellery boutiques or large departmental stores.

4.1. MARKETING STRATEGY FOR KONTUR LIMITED

The company has not been engaged in gemstone trading business in Tanzania per se.

In order to promote its products and image the firm has to participate in gemstone auctions which are arranged by various groups in Asia, U.S.A Europe as well as in Tanzania. Through these auctions and other trade contacts the Company will be able to identify more potential customers who are renowned in gemstone dealership.

4.2. DISTRIBUTION

There is no strict distribution channel for gemstones like in most products. While there are various channels like the rough stones wholesalers, gemstone cutters, polished stone agents jewellery manufacturers and retailers; the miner can enter the channel at any stage depending entirely on his established contacts as discussed above.

4.3. COMPETITION

A few areas of marketing are so marked by the importance of a company and even personal networks as far as the gemstone trade is concerned. Due to the nature of the product, the trade is to a very high degree based on trust and confidence, often in relation which have been built up over a considerable period of time.

The implication of the importance of long standing relations with customers is that M/s KONTUR LIMITED must invest in a process of selective choice of reliable customers towards which all efforts must be concentrated. There are also other producers of gemstones like Australia, Thailand and Srilanka. However, these cannot be considered as competitors since Sapphire, Alexandrite and Chrystoberyl are such precious stones that it is even more expensive and rarer than gold.

In the garnet trade the only competitor has been Kenya which is known to have been importing gemstone from Tanzania in large quantities a situation which has now been reversed through economic and legal measures taken by the Tanzania Government.

Since the gemstone trade does not solely depend on the demand and supply theory, other factors such as attractiveness of the gemstones and the traditional outlets are also very important.

5. RISK ANALYSIS

Risk analysis can be viewed in terms of the project's strengths and weaknesses as follows:-

(a) Strengths

- (i) The project is local resource based and 100% export oriented.
- (ii) The availability of the products and recovery rates in each Region are much higher than projected. For example in Tanga region – Uмба valley at the project site mining activities carried out at the project site from June, 2001 have indicated much higher recovery rates than what was projected at the beginning of the activities. Within a period of five months the mining Company was able to recover gemstones as follows:-

Garnets: Pyropes	11,440 kgs
Rhodolites	560 kgs
Green Tourmaline	35 kgs
Sapphire	3.5 kgs
Amethyst	3,500 kgs
Ruby	9,800 kgs

The company has already established marketing contact at company and personal level which are crucial in the gemstone industry.

(b) Weakness

Lack of proper modern machinery and equipment continues to hinder smooth implementation of this project.

6. ASSUMPTIONS FOR OPERATING EXPENSES

- a. Purchases of raw stones and rough diamonds.
- b. Salaries, allowances and other benefits for the expatriate staff engaged in the production sector.
- c. Salaries and allowances for 15 Tanzanian employees.
- d. Chemicals and associated consumable taxes, fees royalties.
- e. Fuel and lubricants.
- f. Plant and equipment maintenance services, depreciation etc.
- g. Transport and Traveling.
- h. Phone and fax bills.
- i. Administrative overheads.

6.1. REVENUE ESTIMATES

PRODUCTION AND SALES PROJECTIONS

YR	CAPACITY UTILIZATION	WEIGHT IN CARATS	COMMODITY/VALUE IN US\$			TOTAL VALUES	
			CAPTIONS	SEMI-GEM	GEM DIAMOND	CARATS	USD
1.	50%		900crts \$ 4,100,000	1,200crts \$ 600,000	300crts \$ 600,000	\$ 4,800	\$ 1,650,000
2.	60%		1,050crts \$ 262,500	1,400crts \$ 1,050,000	350crts \$ 1,050,000	2,300 \$ 3,200	\$ 1,980,000
3.	70%		1,200crts \$ 200,000	1,600crts \$ 1,200,000	400crts \$ 1,200,000	\$ 3,200	\$ 2,500,000
4.	80%		1,200crts \$ 300,000	1,600crts \$ 1,200,000	400crts \$ 1,200,000	\$ 3,200	\$ 3,000,000
5.	80%		1,200crts \$ 300,000	1,600crts \$ 1,200,000	400crts \$ 1,200,000	\$ 3,200	\$ 3,000,000

N.B. From the sixth year onwards revenue is anticipated to stabilize at USD 3.5 million until the end of the projected period under the assumption that during this time the plant will be operating at 90% utilization capacity.

6.2. WORKING CAPITAL REQUIREMENTS

The working capital requirements have been computed based on the best judgment of the assumed current assets and liabilities for gemstone industry. For the purpose of these projections in the study it has been assumed that debtors will not exceed one month's sales turnover and stock of both raw and finished products will not exceed one month's purchases.

Trade creditors if any will also be for a period of one month only which is considered to be tenable. The initial working capital of USD 100,000 which will be utilized in financing salaries and wages, cost of fuel in the start up operations will be made available through bank overdrafts, while subsequent years requirements have been assumed to be financed from internally generated funds.

7. FINANCIAL ANALYSIS

7.2. PROJECTED PROFIT AND LOSS STATEMENT

This Financial Statement in (*Annex 1*) indicates that the project will make a net profit after tax of USD 442,000 in the first year and there after increasing up to USD 1.2 million in the seventh year.

Revenue reserve would have accumulated up to USD 8.8 million towards the end of the tenth year. The company should be able to declare dividends of USD 879,000 to the shareholders by the end of the (3rd) year. Dividends are calculated at 50% of the revenue reserve.

7.3. PROJECTED CASH FLOW STATEMENT

The projected Cash flow Statement (*Annex 2*) shows that the project will make a net cash flow of USD 218,000 commencing the first year and thereafter rise up to USD 1.1 million in the ninth (9th) year of its operations. The cumulative cash/cash in hand would have accumulated up to USD 8.3 million by the end of the tenth year. This cash will enable the company to sustain its own operations without relying upon bank overdrafts and loans for working capital requirements.

7.4. PROJECTED BALANCE SHEET

The Balance Sheet (*Annex 3*) shows net favorable assets condition of the entire business throughout the operational period. The assets are well covered by all maturing obligations and that towards the end of the tenth (10) year accrued profits would have accumulated up to USD 8.8 million.

7.5. PAYBACK PERIOD

The original investment is USD 860,000. The analysis in (*Annex. 4*) suggests payback period to be around the second year. This simply means that it will take two years for the project to recoup its initial investment cost of USD 860,000.

7.6. DISCOUNTED CASHFLOW

The after tax Internal Rate of Return on total investment when discounted over a period of ten years yields a return of 55%. This is arrived at by inspection method. Since the return exceeds the anticipated cost of capital of 19% which is nowadays being charged by most local commercial banks, it can be concluded that this project will be both economically and financially a viable venture.

8. CONCLUSION AND RECOMMENDATION

From the evaluation and analysis done it has been revealed that this is a very lucrative proposition both to the country and the promoter. The project is timely and highly desirable in the country at this material time which has a very healthy cash flow. The entire initial investment of US\$ 860,000 would have been recouped within two years of the project's operations.

Therefore it is strongly recommended that the Tanzania Investment Centre grant the company the Certificate of Incentives with the necessary benefits so that the sponsors begin implementing the project without undue delays.

KONTUR LIMITED
PROJECTED PROFIT AND LOSS STATEMENT:

FIGURES IN USD DOLLARS: (000's)

Item/Year	1	2	3	4	5	6	7	8	9	10
Sales Revenue	1,650	1,980	2,500	3,000	3,000	3,500	3,500	3,500	3,500	3,500
LESS: OPERATING EXPENSES:										
1. Salaries & Wages	262	262	262	262	262	262	302	302	302	302
2. Purchase of raw stones in grams	420	530	680	890	950	950	760	1,000	1,000	1,000
3. Administrative overheads	45	45	56	60	60	60	35	35	35	35
4. Fuel consumption	180	215	260	315	370	450	450	530	530	530
5. Plant maintenance	-	50	-	60	0	80	0	80	0	80
6. Transport & Travelling	20	25	27	30	35	35	40	40	40	40
7. Telephones & Faxes	15	17	19	22	24	26	26	28	28	28
8. Economic Depreciation	76	76	76	76	76	76	76	76	76	76
TOTAL EXPENDITURE	1,018	1,220	1,380	1,715	1,777	1,939	1,689	2,091	2,011	2,091
PROFIT BEFORE TAX	632	760	1,120	1,285	1,223	1,561	1,811	1,409	1,489	1,409
COMPANY TAX (30%)	190	228	336	386	367	468	543	423	447	423
PROFIT AFTER TAX	442	532	784	899	856	1,093	1,268	986	1,042	986
REVENUE RESERVE	442	974	1,758	2,657	3,513	4,606	5,874	6,860	7,904	8,888

KONTUR LIMITED

PROJECTED CASHFLOW STATEMENT

USD: (000's)

Item/Month	0	1	2	3	4	5	6	7	8	9	10
A. INFLOW:											
Equity (30%)	258	-	-	-	-	-	-	-	-	-	-
Bank Loan (70%)	602	-	-	-	-	-	-	-	-	-	-
Profit after Tax	-	442	532	784	899	856	1,093	1,268	986	1,042	986
Economic Depreciation	-	76	76	76	76	76	76	76	76	76	76
TOTAL INFLOWS	860	518	608	860	975	932	1,169	1,344	1062	1,118	1,062
B. OUTFLOWS:											
Investment	860	-	-	-	-	-	-	-	215	-	-
Change in working Capital	-	100	150	180	75	-	-	-	-	-	-
Loan Repayment	-	200	200	200	-	-	-	-	-	-	-
TOTAL OUTFLOWS	860	300	350	380	75	-	-	-	215	-	-
NET FLOWS	(860)	218	258	480	900	932	1,169	1,344	847	1,118	1,062
CUMULATIVE CASH	-	218	476	956	1,856	2,788	3,957	5,301	6,148	7,266	8,328

KONTUR LIMITED

PROJECTED BALANCE SHEET

USD: (000's)

Item/Month	1	2	3	4	5	6	7	8	9	10
Fixed Assets at Cost	860	860	860	860	860	860	860	1,075	1,075	1,075
Less: Accumulated Depreciation	76	152	228	304	380	456	532	608	684	760
NET FIXED ASSETS	784	708	632	556	480	404	328	467	391	315
Add: Current Assets:										
Cash in hand/bank	218	476	956	1,856	2,788	3,857	5,301	6,148	7,266	8,328
Debtors	202	281	396	366	358	398	643	571	585	571
Stocks	303	422	595	548	537	598	428	380	390	380
Less: Current Liabilities:										
Creditors	15	25	25	25	25	25	25	25	25	25
Taxation	190	228	336	386	367	468	543	423	447	423
TOTAL ASSETS	1,302	1,634	2,218	2,915	3,771	4,864	6,132	7,118	8,160	9,146
REPRESENTED BY:										
EQUITY	258	258	258	258	258	258	258	258	258	258
Bank Loan	602	402	202	-	-	-	-	-	-	-
Revenue Reserve	442	974	1,758	2,657	3,513	4,606	5,874	6,860	7,902	8,888
TOTAL CAPITAL	1,302	1,634	2,218	2,915	3,771	4,864	6,132	7,118	8,160	9,146

KONTUR LIMITED**PAYBACK PERIOD**

Figures in USD (000's)

YEAR	PROFIT AFTER TAX	ECONOMIC DEPRECIATION	TOTAL CASHFLOW	CUMULATIVE CASHFLOW
1	442	76	518	518
2	532	76	608	1,126
3	784	76	860	1,986
4	899	76	975	2,961
5	856	76	932	3,893
6	1,093	76	1,169	5,062
7	1,268	76	1,344	6,406
8	986	76	1,062	7,468
9	1,042	76	1,118	8,586
10	986	76	1,062	9,648

FOOTNOTE

The original investment is **USD 860,000**. The analysis in the above table suggests payback period to be around the second year. This simply means that it will take two years for the project to recoup its initial investment of USD 860,000. This period is relatively short.

CTIN.: 1799055

ISO 9001 : 2008 Certified



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION

FOR

TAXPAYER IDENTIFICATION NUMBER (TIN)

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

THIS IS TO CERTIFY THAT

KONTUR LIMITED

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

115-259-180

with effect from 03-11-2011



P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

TANZANIA



Certificate of Incorporation

Section 15

No 85788

I HEREBY CERTIFY THAT

KONTUR 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 14TH day of SEPTEMBER**TWO THOUSAND AND ELEVEN.**A handwritten signature in black ink, appearing to be 'J. M. M.', written over a dotted line.
Asst. Registrar of Companies

Ref: P-281/5

Date: 20th October, 2011

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

Re: KONTUR LIMTIED - INVESTMENT PROJECT IN TANZANIA

Please be informed that Mr. Oleg Kulikov of House No. 42/15, Lunachaskiy Street, Cheliabinsk, Russia, is a client of this Branch of HSBC Bank Group.

We are informed that he intends to invest, through their Tanzanian registered company M/s KONTUR LIMITED of P.O. Box 11547, Dar es Salaam, in a Gemstone Cutting and Polishing Facility with a Capital Investment Cost of about USD 860,000.

We wish hereby to confirm that our client has the necessary volume of means to finance the implementation of the envisaged project.

PLEASE NOTE THAT THIS LETTER IS BEING ISSUED WITHOUT ANY PREJUDICE.

Sincerely yours,


Andy C. Becket

Manager - Corporate Banking


KONTUR LIMITED

Board Resolution

The Board of Directors at its sitting on 15th October, 2011 at the Company premises at Plot No. 168/9, Jangwani Beach, Dar es Salaam had made the following Resolutions:-

- 1.0.1. **Tabled** That the Company business project to establish and operate a Gemstone Cutting and Polishing Facility with a Capital Investment Cost of USD 860,000 is being presented to the Board for approval. The project will be financed through equity contribution and bank Loans.
- 1.0.2. **Resolved** That the business project to establish and operate a Gemstone Cutting and Polishing Facility with a Capital Investment Cost of USD 860,000 be and is hereby approved for implementation. The project will be financed through equity contribution and bank Loans.
- 1.0.3. **Directed** That the Management take appropriate action in submitting the project to Tanzania Investment Centre for registration and subsequent issuance of a Certificate of Incentives.


.....
OLEG KULIKOV
Director and
Chairman of the Board

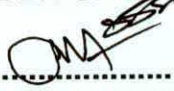

.....
ABBAS H. NASSER
Director

Date: 15/10/2011

Date: 15/10/2011

THE AFORESAID IS TRUE AND CORRECT EXTRACT OF BOARD RESOLUTION
DATED 15TH OCTOBER, 2011.

BY ORDER OF THE BOARD


.....
ABBAS H. NASSER
SECRETARY TO THE BOARD

SUB LEASE AGREEMENT

BETWEEN

TERA ATRAS LTD
(THE LESSOR)

OF
P.O. BOX 11547
DAR ES SALAAM-TANZANIA

AND

KONTUR LIMITED
(THE LESSEE)

OF
P.O. BOX 11547
DAR ES SALAAM-TANZANIA

SEPTEMBER, 2011

SUB LEASE AGREEMENT

BETWEEN: LESSOR TERA ATRAS LTD
P.O. Box 11547
DAR ES SALAAM

AND: LESSEE: KONTUR LIMITED
P.O. Box 11547
DAR ES SALAAM

WHEREAS

The Lessor is the bona fide Tenant of the property, comprised in and known as Plot No. 168/2, Jangwani Beach, Kawe Kinondoni Municipality Dar es Salaam, being desirous to lease part of the demised premises to the Lessee to occupy for legal commercial purposes.

AND WHEREAS

The Lessee has expressed the desire to rent part of the said premises and to pay the rent herein reserved and upon conditions hereinafter appearing.

IN CONSIDERATION of the Lessee paying the Lessor the annual rent of Tshs 1,200,000/= (One Million two hundred thousand only) payable in advance, the Lessor hereby agrees. This Agreement will be for three (3) years starting from the 1st October, 2011 and renewable after every twelve months.

THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS follows:-

1. The Lessee agrees to pay Tshs 1,200,000/= (One Million two hundred thousand only) for rental up to 30th of September, 2012 and future rent payments being twelve months rental in advance payable on the 30th September, of every year thereafter;
2. To keep the interior of the demises premises, including windows, fittings and additions thereto minimum tenatable condition throughout the term and to yield up the same in such condition at the termination of the tenancy;
3. To permit the Lessor and his agents at all reasonable times to enter upon and examine the condition of the demised premises.
4. To pay the relevant water, electricity and telephone bills throughout the tenancy period.


IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN SIGNED AND EFFECTED AS FOLLOWS:-

On this^{1st} day of September 2011.

Signed by **SEMIONS ROTARS** Director)
for and on behalf of)
By the Lessor,)
TERA ATRAS LTD)
Tenant of the premises on Plot No. 168/2)
Jangwani Beach, Kawe)
Kinondoni Municipality, Dar es Salaam)


.....
SEMIONS ROTARS


Witness

Name: )
.....
Signature:)
Date: 1st September 2011)

ALEX MASHAMBA BALOMI LL.B (Hons.)
...ADVOCATE, NOTARY PUBLIC AND...
COMMISSIONER FOR OATHS
P. O. BOX 11695
DAR-ES-SALAAM
TANZANIA

Signed by **OLEG KULIKOV** Director
for and on behalf of
By the Lessee,
KONTUR LIMITED


.....
OLEG KULIKOV


Witness

Name: )
.....
Signature:)
Date: 1st September 2011)

ALEX MASHAMBA BALOMI LL.B (Hons.)
ADVOCATE, NOTARY PUBLIC AND
COMMISSIONER FOR OATHS
P. O. BOX 11695
DAR-ES-SALAAM
TANZANIA



TANZANIA INVESTMENT CENTRE

REGISTRATION FORM

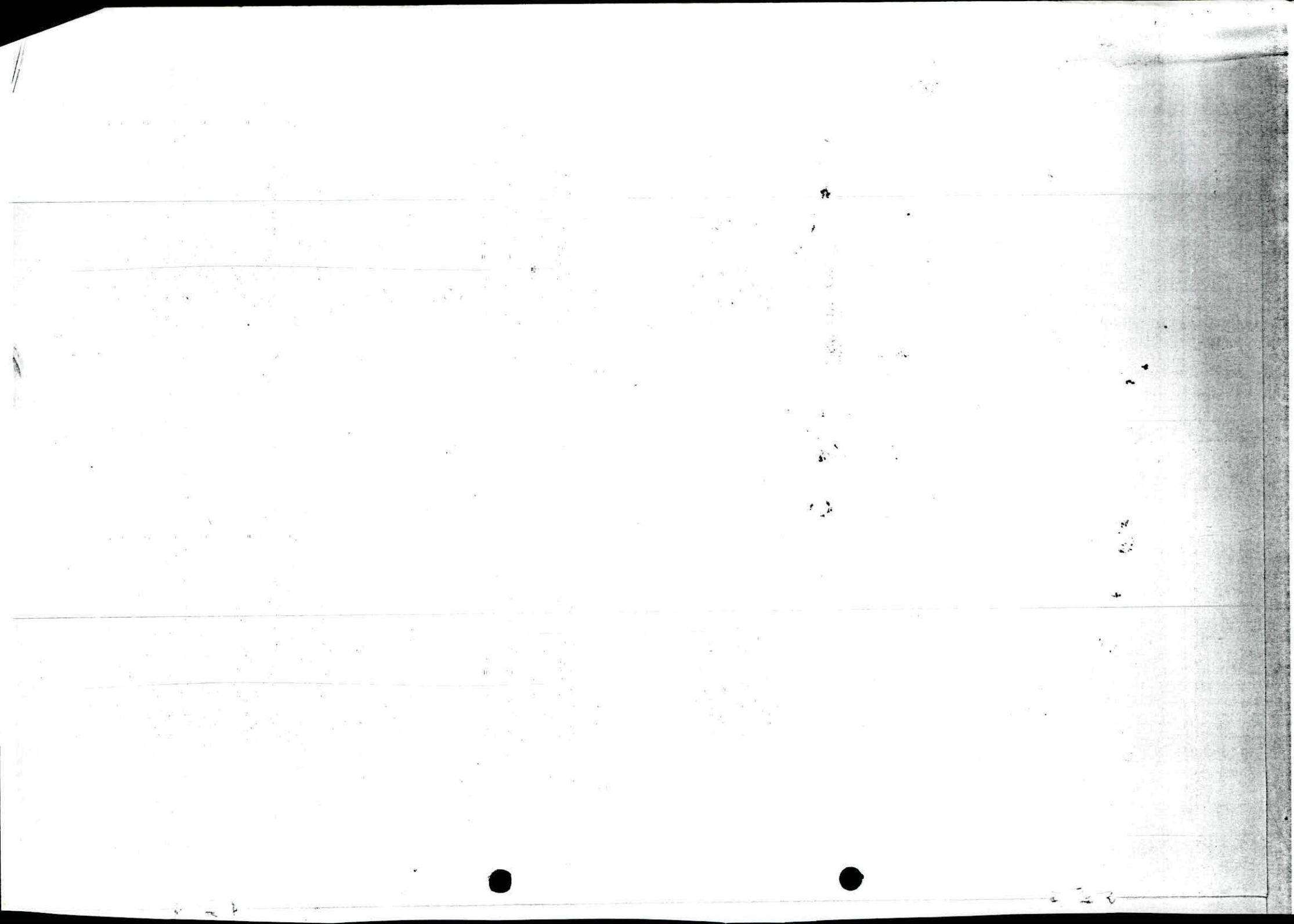
FOR

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 **ABBAS H. MASSER**
.....
(director/directors/agent of **KONTUR LIMITED**
.....
(name of business enterprise) apply for registration of **CERTIFICATE OF INCENTIVES**
.....
under Section 17 of the Act and Part IV of the Investment Regulations, 2002.
2. The registered office of the company will be situated at ..
PLOT NO. 168/9 JANGWANI BEACH, KAWE KINONDONI MUNICIPALITY DAR ES SALAAM
.....

Copies of the following documents are attached to this application:

- (i) The Memorandum and Articles of Association/or partnership agreement
 - (ii) Certificate of Incorporation/Registration
 - (iii) A copy of the Project Profile or Feasibility Study showing the implementation period, programme of implementation and operative date
 - (iv) Evidence of financing and evidence of land ownership for the project
3. The Head Office of the Company will be situated at ... **PLOT NO. 168/9 JANGWANI BEACH**
KAWE DAR ES SALAAM
4. The Principal Officers of the Company are
- ABBAS H. MASSER**
.....
- OLEG KULIKOV**
.....
5. Auditors of the Company are **MANGESHO & CO AUDITORS & ACCOUNTANTS**
DAR ES SALAAM
.....
6. The authorized share capital of the Company is Tshs./U\$S\$ **10,000,000/=**
.....
.....

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 860000
8. The month and day of the financial year end is 31 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\$ ERV 37896446 DTD 7/11/2011 FOR USD 100 Being the Registration Fees. *In the event this application is unsuccessful we understand that this fee will not be refunded.*

I, ABBAS H. NASSER of Post Office Number 21393

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

authorized agent of KONTUR 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 }
..... }

Theday of 20..... }

AM Nasser
Applicant
ABBAS H NASSER

Before me:

ALEX MASHAMBA BALOMI LL.B (Hons.)
ADVOCATE, NOTARY PUBLIC AND
COMMISSIONER FOR OATHS
P. O. BOX 11695
DAR-ES-SALAAM
TANZANIA

Commissioner for Oaths

APPLICATION SUMMARY

Company Name: KONTUR LIMITED
 Certificate of Incorporation Number: 85788 Status: .. LIMITED LIABILITY COMPANY ..
 Certificate of Incorporation Date: 14 NOVEMBER 2011
 Post Box: 11547
 Town: DAR ES SALAAM
 Sector: MINERALS Sub-Sector: MANUFACTURING

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity	Local Equity	Foreign Loan	Local Loan
..... <u>258000</u> <u>602000</u>

Project Objectives: TO ESTABLISH AN OPERATE A GEMSTONE CUTTING & POLISHING FACILITY AND EXPORT VALUE ADDED GEMSTONE

Capacity: 2400 CARTS PER YEAR

Employment: Foreign: 3 Local: 17 Total: 20

Implementation Period: TWO YEARS

Project Location

Site/Plot/Block No.: PLOT 168/9
 Street: JANG WANI BEACH District: KINONDONI Region: DAR ES SALAAM
 (Attach sketch map showing project location)

Shareholders	Nationality	%
..... <u>OLEG KULIKOV</u> <u>RUSSIA</u> <u>75</u>
..... <u>ABBAS H NASSER</u> <u>TANZANIA</u> <u>25</u>
.....
.....
.....

Investment Breakdown US\$/Tshs.M

Land/Building	300000
Plant	350000
Vehicles	65000
Furniture & Fittings	35000
Pre-expenses	10000
Others	-
Working Capital	100000
TOTAL	860000 USD

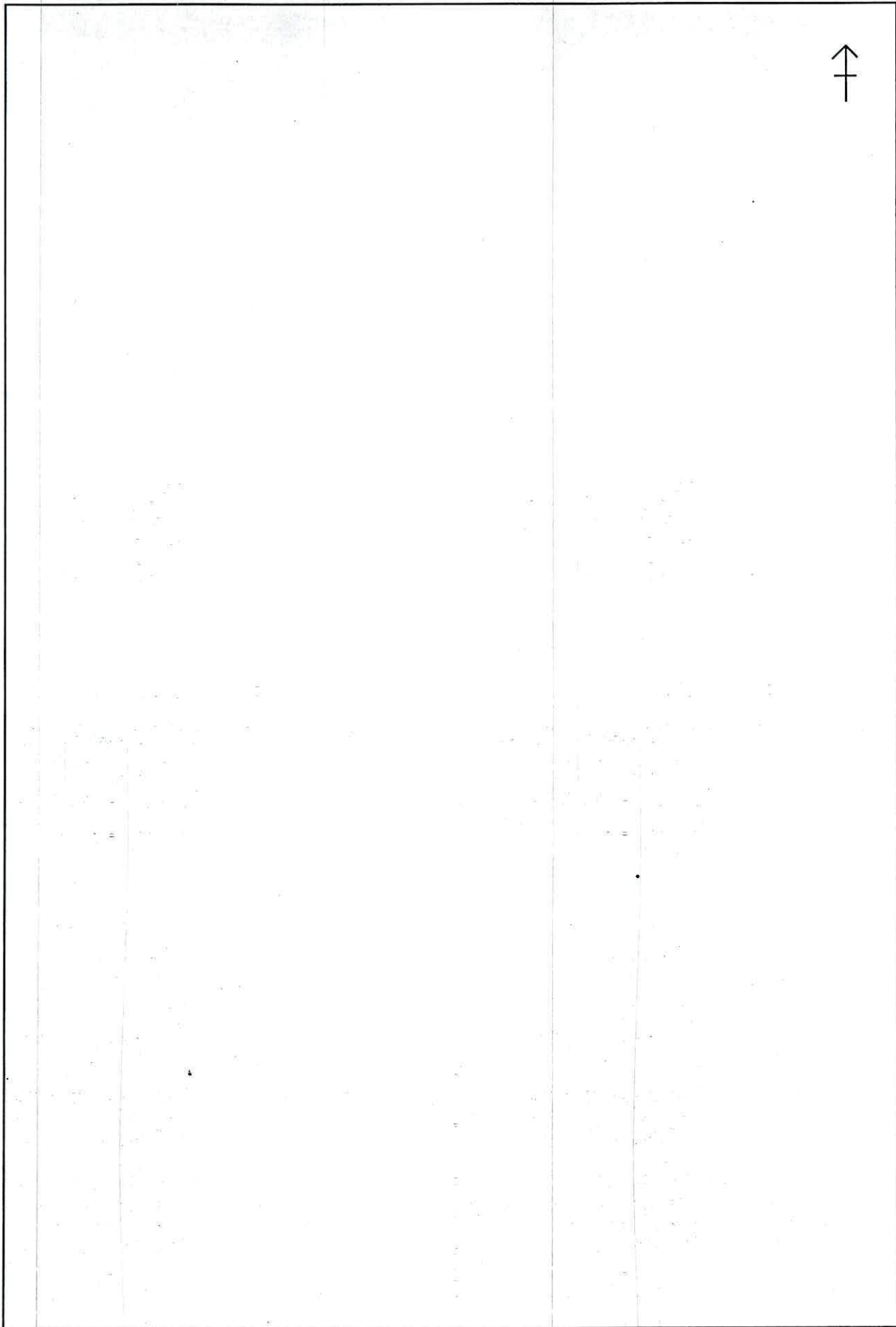
Contact Details:

Name: ABBAS H NASSER Title: DIRECTOR
Telephone: 0787 602610/0713 602610 Fax:
Email: ahnasser@consultant.com

Payments to be made payable to:

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

SKETCH MAP SHOWING PROJECT LOCATION





TANZANIA INVESTMENT CENTRE

REGISTRATION FORM

FOR

CERTIFICATE OF INCENTIVES

**(Tanzania Investment Act 1997, Section 17 and 18,
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(director/directors/agent of KONTUR LIMITED
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OLEG KULIKOV

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DAR ES SALAAM

6. The authorized share capital of the Company is Tshs./US\$ 10,000,000/=

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 860000

8. The month and day of the financial year end is 31 DECEMBER

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Declared at Dar es Salaam }
..... }
The day of 20..... }


Applicant
ABBAS H NASSER

Before me:


ALEX MASHAMBA BALOZI LL.B (Hons.)
ADVOCATE, NOTARY PUBLIC AND
COMMISSIONER FOR OATHS
P.O. BOX 1105
DAR-ES-SALAAM
TANZANIA

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<u>ABBAS H NASSER</u>	<u>TANZANIA</u>	<u>25</u>
.....
.....
.....

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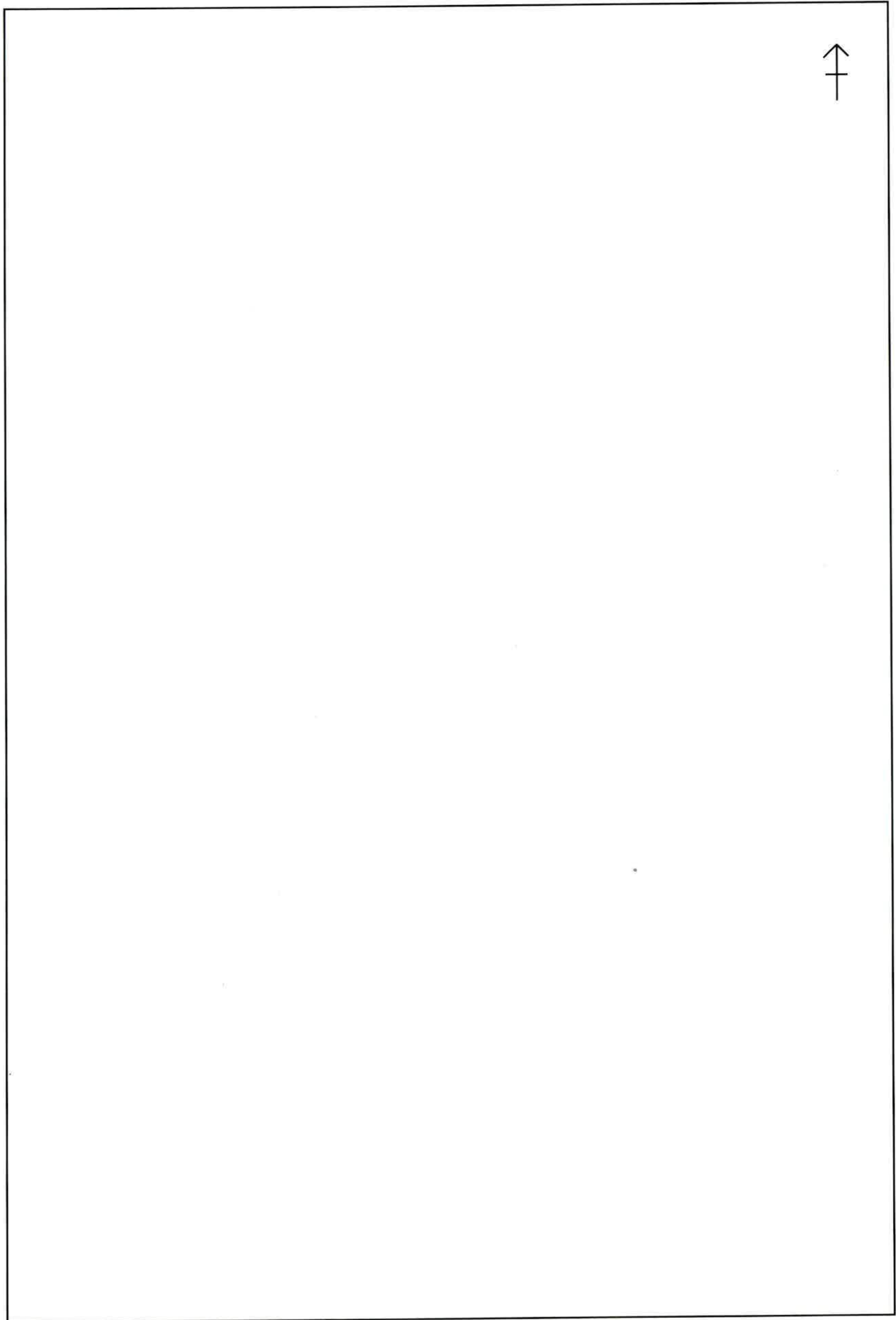
Contact Details:

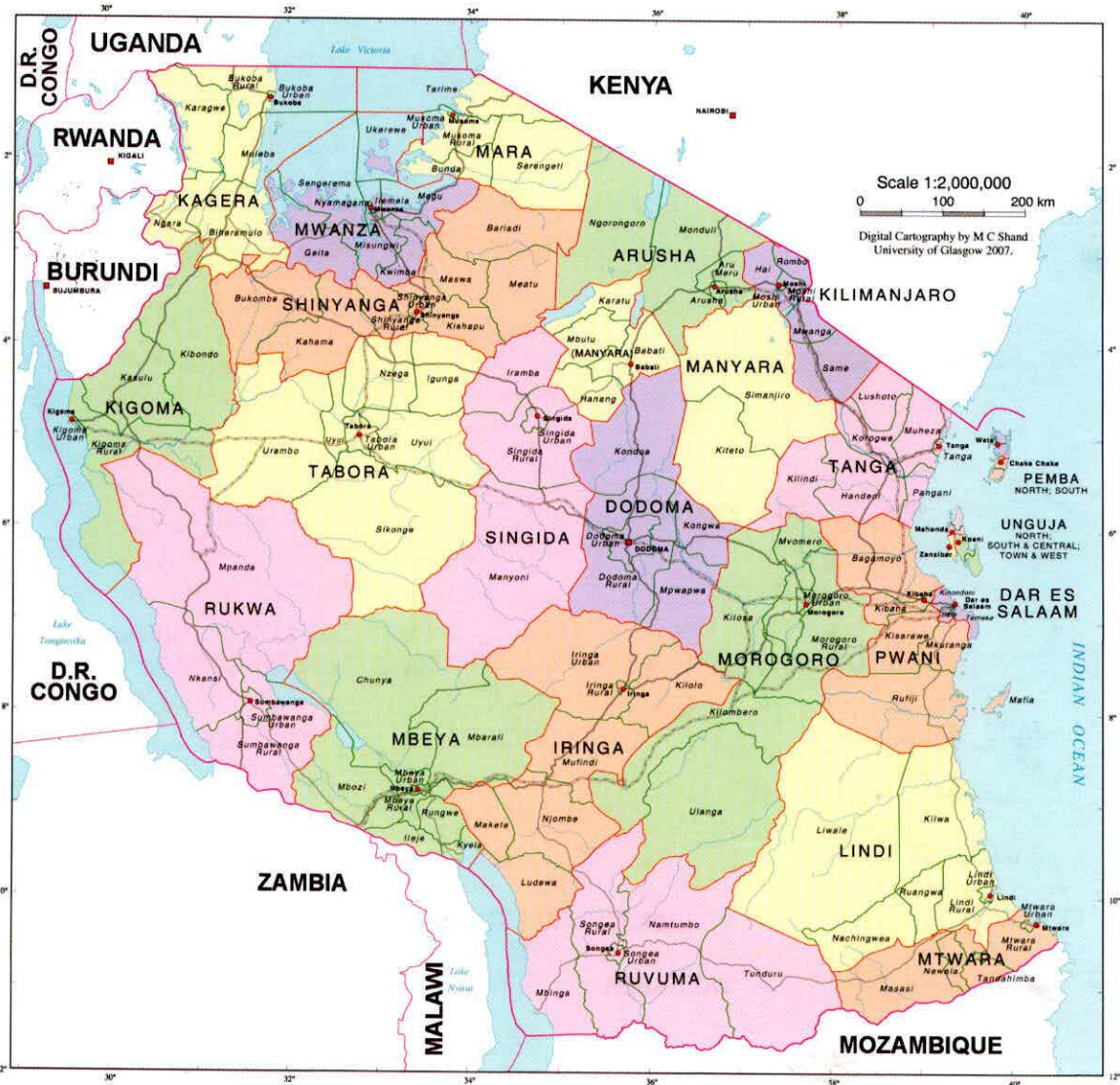
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STANDARD CHARTERED BANK TANZANIA LTD.
SWIFT ADDRESS: **SCBLTZTX**
ACCOUNT NO.: **.8702006002000**

SKETCH MAP SHOWING PROJECT LOCATION







THE UNITED REPUBLIC OF TANZANIA

00219316

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042133

This is to certify that

KONTUR LIMITED

P.O. BOX 11547

of address

DAR ES SALAAM

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

KONTUR LIMITED

PLOT NO. 168/2 JANGWANI BEACH

Which is located at

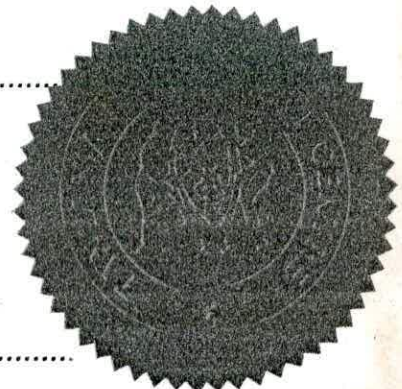
KINONDONI - DAR ES SALAAM

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 23RD OCTOBER 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

	Nationality	Shareholding (%)
<u>Abbas H. Nasser</u>	<u>Tanzanian</u>	<u>25</u>
<u>Oleg Kulikov</u>	<u>Russian</u>	<u>75</u>
.....
.....

2. Proposed Activities : To establish and operate gemstone cutting and polishing facility

3. Sector: Manufacturing Subsector Lapidary

4. Investment cost: Foreign USD 0.86m. Local - Total USD 0.86m.

5. Project Financing:

Equity..... <u>USD 0.258m.</u>	Loans..... <u>USD 0.602m.</u>	Total..... <u>USD 0.86m.</u>
--------------------------------	-------------------------------	------------------------------

6. Source, terms and conditions of loan.....

7. Assets to be invested:

	Foreign	Local	Total
Capital items:	<u>USD 0.86m.</u>	<u>-</u>	<u>USD 0.86m</u>

8. Technology Agreement None

9. Date of TIC Registration: 2nd 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, 1997
 - (ii) Applicable with-holding Tax As per Income Tax Act, 2004 (as amended)
 - (iii) Eligibility of Capital Allowances As per Income Tax Act, 2004 (as amended)

13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.

14. Conditions attached to this Certificate of Incentives
 - (i) Date of Commencement of investment has to be notified to the Centre.
 - (ii) Certificate not to be transferred, assigned or amended
 - (iii) Failure to commence implementation within two years invalidates Certificate
 - (iv) Failure to operate investment must be notified to the Centre
 - (v) Changes in shareholding, project activities and level of invested capital must be notified to the centre

15. Additional conditions attached to Certificate

Finished goods are not allowed under this Certificate

Signed  Ag. Executive Director

(A)

JAMHURI YA MUUNGANO WA TANZANIA
THE UNITED REPUBLIC OF TANZANIA

TFN: 614 (Rev. 8.94)

STAKABADHI YA SERIKALI
EXCHEQUER RECEIPT

37896670

1

NIMEPOKEA KWA
Received from

KOATIUR LIMITED

KIASI
Amount

Shs USD				Cts
USD	7	50		

JUMLA YA SHILINGI (Kwa maneno)
The sum of Shillings (Words)

SEVEVEN HUNDRED FIFTY DOLLARS

NA SENTI
And Cents

KWA MALIPO YA
In respect of

ONLY
CERTIFICATE OF INCENTIVES

KWA FEDHA TASLIMU HUNDI

NAMBA By Cash/Cheque No.

D.L

KITUO - Station

TIC LAKE ZONE

SAHHI YA MPOKAZI - Receiving Officer's
Signature

CHEO - Title

pls

JAREHE - Date

18/10/2012



3

TICC/PP.10/042133/3

2nd December, 2011

Managing Director,
Kontur Ltd.,
P.O. Box 11547,
Dar es Salaam.

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE
ESTABLISHMENT AND OPERATING GEMSTONE CUTTING AND
POLISHING FACILITY FOR EXPORT VALUE ADDED GEMSTONES**

We wish to acknowledge receipt of your project proposal to establish and operate gemstone cutting and polishing facility for export value added gemstone as presented in the TIC P.A. 1 Form No. 09638 and Feasibility Study with a projected investment of USD 0.86m.

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.

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

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

TICC/PP.10/042133/3

2nd December, 2011

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
Kontur Ltd.

Post Box	Jangwani Beach, Plot No. 168/9	COI Number	85788	Contact	Mr. Abbas H. Nasser
Post Office	11547	COI Date	14/09/2011	Designation	Director
Region	Dar Es Salaam	Application F. No	09638	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0787/0713- 602610
		Sub Sector	Lapidary	Fax	0
		File No	042133	E-Mail Address	Ahnasser@Consultant.Com

Project Location		Investment Finance Plan in Millions USD											
Plot/Block	Plot No. 168/9	<table border="1"> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> <tr> <td>0.258</td> <td>0</td> <td>0.602</td> <td>0</td> </tr> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	0.258	0	0.602	0			
Foreign Equity	Local Equity		Foreign Loan	Local Loan									
0.258	0		0.602	0									
Street	Jangwani Beach												
District	Kinondoni												
Region	Dar es Salaam												

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	Plant
Abbas H. Nasser	Tanzanian	25	0.3	0.35
Oleg Kulikov	Russian	75	Vehicles	0.065
			Furniture & Fittings	0.035
			Pre-expenses	0.01
			Others	0
			Working Capital	0.1
			Total	0.86

Employment	20	Evaluated By	wf officer3
Capacity	2400 carts pa.	Drawn By	wf registry2
Project Turn Over		Project Type	Foreign

Description

To establish and operate gemstone cutting and polishing facility and export value added gemstone

Recommendations

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

Decision *Approved*
Abdulla
1/13/11
29/11

KONTUR LIMITED

GEMSTONE CUTTING AND POLISHING FACILITY-LICENCED GEMSTONE DEALER

Project Office: Plot No. 168/9, Jangwani Beach, Kawe, Kinondoni Municipality

TEL: +255-713-761709 +255 713-602610

P.O. Box 11547, DAR ES SALAAM-TANZANIA

1

Ref: KL/G-01/11

Date: 27th October, 2011

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



RE: APPLICATION FOR REGISTRATION OF GEMSTONE CUTTING AND POLISHING FACILITY PROJECT - CERTIFICATE OF INCENTIVES

Please be informed that this Company was incorporated and registered at BRELA by the Registrar of Companies on 14th September, 2011 and issued with a Certificate of Incorporation No. 85788 of the same date.

The main objective of the Company is to establish and operate a Gemstone Cutting and Polishing Facility. In this regard, the Company has prepared a Business Plan with a Capital Investment Cost of the Project is USD 860,000 which will be obtained through equity contribution and Bank Loan. And are now submitting the Project Proposal for registration and subsequent issuance of Certificate of Incentives.

In this regard, we are presenting Application Forms for registration of the Project Proposal together with other relevant documents for your necessary action.

Awaiting your response.

Sincerely yours,
For: KONTUR LIMITED


A.H. NASSER
DIRECTOR

