

MINUTE SHEET

Dokezo
No.

f-0

Ag. EXD

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

- (a) Minimum finance investment threshold has been exceeded, the project expects to invest US\$ 2.65m.....
- (b) Legal entity has been incorporated under certificate
No. 79533 of 22/10/2010.....

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

Submitted for signature.



N.A Senzia

DIF

17th August, 2011

2.0

Ag. EXD

In response to the TIC letter of registration dated 17th August 2011.....

The project has submitted the required documents namely:-

- (a) Company Board Resolution
- (b) Reference letter/Financing from Standard Chartered LTD.....
- (c) Lease Agreement as evidence of land.....

With the above submission EXD is requested to sign Certificate of Incentives No. 042083..... herein attached.

28/10/2011



DIF

MINUTE SHEET

Dokezo
No.

THE COMPANIES ACT NO.12 OF 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

FOTH DESIGN AND CONSTRUCTION LIMITED

DRAWN BY:

**LLOYD ADVOCATES,
(MWL. J. K. NYERERE PENSION TOWERS), 7TH FLOOR,
MOROGORO/BIBI TITI MOHAMED ROAD,
P. O. BOX 75111,
DAR ES SALAAM.**

THE COMPANIES ACT NO.12 OF 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

(P)

FOTH DESIGN AND CONSTRUCTION LIMITED

Incorporated this _____ day of _____ 2010

THE COMPANIES ACT NO. 12 OF 2002

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
FOTH DESIGN AND CONSTRUCTION LIMITED

1. The name of the company is "FOTH DESIGN AND CONSTRUCTION LIMITED".
2. The Registered office of the Company shall be at Plot no. 654, Mtongani Street, kunduchi Beach, Dar es Salaam, Tanzania.
3. The objects for which the company is established are;
 - I. To carry on the business of designing, architectural, decorative or interior designing, erect or construct houses, buildings or works of every description on any land of the company, or upon any other land or property. To do the works of land scaping, gardening, pavement or roads.
 - II. To carry on the business of contractors, real estate, to acquire by purchase, sell, lease, let, mortgage or other wise dispose of the lands, houses, buildings and other property of the company.
 - III. To carry on the business of construction materials, decorative materials, structural or finishing, importation or exportation of glass, aluminum, woods, fiber, iron, electrical and building fixtures of all kinds. To deal in supplies of bitumen, gravel, sand, marble, all kind of stones, precious and non precious and every material related to construction.
 - IV. To purchase or otherwise acquire and to carry on the manufacture of portable buildings for use as offices storage or any other purpose connected with the work of builders and contractors.
 - V. To purchase or otherwise acquire or to carry on the manufacture of bricks, stone or other building material of any kind whatsoever and all implements, machinery, bulldozers, tractors, cranes, transport vehicles, scaffolding and all things used by builders and contractors.

Stamp: PAID ON ORIGINAL
10564
27/10/2010
S. Sook
of

2,500/-
10564
7/10/7
S. Sook

- VI. To carry on the trade or business of electrical heating and constructional engineers whether for the purpose of temporary installations during building operations or permanent use in the buildings erected.
- VII. To carry on the trade or business of engineers, founders, smiths, metal works, mechanists, manufactures and patentees.
- VIII. To enter into any contracts in relation with to , and to erect, construct, maintain, alter, repair, pull down and restore, either alone or jointly with any other companies or persons, works of all descriptions, including wharves, docks, piers, railways, tramways, waterways, roads bridges, warehouses, factories, mills, engines, machinery, railway carriages and wagons, ships and vessels of every description, gas works, electrical works, water works, drainage and sewage works, and buildings of every description.
- IX. To carry on the business of electricians, mechanical engineers and manufactures, workers and dealers in electrical apparatus and goods and manufacture sale or hire of apparatus or goods to which the application of electricity or any like power, or any power that can be used as a substitute therefore, is or may be useful, convenient or ornamental, or any other business of a like nature.
- X. To make experiments in, and public exhibitions of electrical machinery and appliances.
- XI. To carry on all or any of the business of manufacturers, installers, maintainers, repairers and dealers in electrical and electronic appliances and apparatus of every description, and of and in radio, television and telecommunication requisites and supplies, and electrical and electronic apparatus, appliances, equipment and stores of all kind.
- XII. To carry on the trade or business of oil and gas extraction, financing oil and gas explorations and expeditions, the sale and/or importing or exporting oil and gas products/minerals and conducting the business of gas stations.
- XIII. To carry on the trade or business of project funding and management of all types of projects related to the company business.
- XIV. To construct, and carry on the business of factory for building materials, to run shops and stores for building materials, trade by agents or representatives, in

such business, to sale in local and foreign markets as such, and invent in any other materials for construction.

- XV. To carry on the trade or business of engineers, founders, smiths, metal works, machinists, manufactures of electrical, electronics, Timber, soil, Lime, bricks, tiles, glass, rubber, paints and such other materials or decorations used in construction industry.
- XVI. To carry on the trade or business of builders and contractors for construction works of any kind and for demolition of any structure, to carry on the trade or business of architect, to plan and design, to supervise construction, to do land scalping and flora gardening.
- XVII. To make experiments in, and public exhibitions of electrical machinery and appliances or any other construction machinery provision of services in the Energy Industry, planning, management, consultancy, project formulation, appraisal, feasibility, designing and execution, Energy Auditing, consumer Advisory services, transfer of technology, Demand side management, financial services and Analysis and the like.
- XVIII. To manufacture, put up and use telephones, telegraphs (wire less or other), dynamos, accumulators, lamps, and all apparatus now known or that may hereafter be invented, connected with the generation, transmission, accumulation, distribution, supply and employment of electricity or any power that can be used as a substitute therefore, Energy supply system to rural and urban areas, including all cables, wires or appliances for connecting apparatus at a distance with other apparatus, and including the formation of exchanges or centers.
- XIX. To carry on the business of computer, manufacturing or assembling of all computer parts or hard ware and carry on the business of computer soft ware by export or import and consultancy or programming and any other business in relation to computers.
- XX. To purchase, acquire or take on lease any estate, land, building, or other interest in the real estate and to sell, let on lease or otherwise dispose of or grant rights over the real or personal property belonging to the company.
- XXI. To engage and otherwise carry on the business of timber manufacturers, to be owners of sawmills, to be timber processors, treaters, graders suppliers and exporters, to be furniture manufacturers, manufacturers and distributors of all kinds of furniture.
- XXII. To carry on the business of importers, dealers and distributors of kerosene, petrol motor spirit, mineral oil, crude oil, petroleum, lubricating oil, grease and all other kinds of mineral and petroleum products.

- XXIII. To carry on any other business, which may seem to the company capable of being conveniently carried on in connection with the above or calculated directly to enhance the value of or render profitable and of the company's property or rights.
- XXIV. To establish deposits and agencies in different parts of the world for the purpose of carrying on any or all of the business of the company.
- XXV. To carry on the business of general merchants, general store-keepers, and bonded warehouse operators, universal providers, importers, exporters and wholesales and/or retail traders of general merchandise.
- XXVI. To enter into any arrangements and contracts with Government or authority (Central, municipal, local or otherwise) or any corporation, corporations, companies or person having objects that may seem conducive to the Company's object or any of them and to obtain from any such Government, Authority, Corporation, Company or person any charters, contracts, decrees, rights, privileges and concessions.
- XXVII. To purchase, take on lease, option or license, exchange or otherwise acquire in any part of the world, prospecting rights and contracts, lease, options, mineral properties, grants, concessions, charters, privileges, licenses or authorities of and over mines, land and mineral or other properties either absolutely or conditionally.
- XXVIII. To carry on the business by retail of automotive spares and parts of all description, tires and tubes, batteries, battery solution and other spares, accessories and goods which may be conveniently sold therewith and all things capable of being used therewith or in the maintenance repair and manufacture thereof.
- XXIX. To carry on the business of saw mills and the preparation of timber for market and the manufacture of and dealing in all articles made of or principal made of wood.
- XXX. To undertake and execute any contracts for work involving the supply or use of any machinery and to carry out any ancillary or other work comprised in such contracts, carrying passengers and goods in Tanzania.
- XXXI. To construct, erect, maintain and alter any buildings, machinery, plant, and works necessary or convenient for the purpose of the company.
- XXXII. To generally purchase, take on lease or otherwise acquire any real and personal property and any right or privileges which the company may think

necessary or convenient for the purpose of its business and in particular any land, buildings, assessments, machinery plant and stock-in-trade.

- XXXIII. To invest and deal with moneys of the Company not immediately required upon such securities and in such manner as the company may from time to time determine.
- XXXIV. To remunerate any person of company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of the company or the conduct of its business.
- XXXV. To distribute any part of the property of the company or in pieces among members.
- XXXVI. To lend and advance money and give credit to such persons or companies as may seem expedient and in particular to members of the company and to guarantee the performance of contract by such person.
- XXXVII. To draw, to make, accept, endorse discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- XXXVIII. To do all, or any of the above things, in any part of the world as principals, agents, contractors, trustees, or otherwise alone or in conjunction with others.
- XXXIX. To pay the expenses of the preliminary and incidental to the promotion, establishment and registration of the company or of any other company promoted, formed, established or registered by the company and all brokerage, discount and other expenses lawfully payable which may any time and from time to time deemed for taking, placing or under-writings all or any of the shares or debentures or other obligations of the company of any company promoted, formed, established or registered by the company.
- XL. To obtain all powers authorized necessary to carry out or extend any of the above objects.
- XLI. To improve, manage, develop, grant rights or privileges in respect of, or otherwise, deal with, all or any part of the property and rights of the company.
- XLII. To vest any immovable or movable property, rights, or interest acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.

- XLIII. To subscribe for, take or otherwise, and hold shares, stocks, debentures, or other securities of any other Company.
- XLIV. To invest and deal with the moneys of the Company not immediately required in any manner.
- XLV. To lend and advance money on deposit or give credit to such persons or Companies and on such terms as may seem expedient and in particular to customers and other having dealings with the Company, and to guarantee the performance of any contract or obligation and the payment of money of or by ant such persons or Companies and generally to give guarantees and indemnities.
- XLVI. To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by issue of debentures or debenture stock perpetual or otherwise, and secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company, both present and future including its uncalled capital, and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company or any other person or Company of any obligation undertaken by the company or any other person or company as the case may be.
- XLVII. To apply for, promote and obtain any act of parliament, charter, privilege, concession, license or authorization of any Government, state or municipality, provision order or license of any authority, for enabling the Company to carry any of its objects into effect or for extending any of the powers of the company or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company.
- XLVIII. To enter into any arrangements with any government or authorities, supreme, municipal, local or otherwise or any person or company that mat seem conclusive to the objects of the company or any of them and to obtain from any such Government authority, person or company any rights, privileges, charters, contracts, licenses and concessions which the company may think fit or desirable to obtain and to carry out, exercise and comply therewith.

- XLIX. To pay out of the funds of the Company all expenses which the company may lawfully with respect to the formation and registration and registration of the company or issue of its capital including brokerage and commissions for obtaining applications for or taking placing or underwriting or procuring the underwriting of the shares, debentures of other securities of the company.
- L. To pay for any rights or property acquired by the company and remunerate any person or company whether by cash payment or by the allotment of shares, debentures or other securities of the company credited as paid up in full or in part or otherwise.
- LI. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuating funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is subsidiary of the Company or is allied to or associated with the company or with any such subsidiary company or who are or were at any time Directors or officers of the Company or any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and to establish and subsidize and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advise the interests and well being of the company or of any such other company as aforesaid and make payments to or towards the insurance of any such person as aforesaid and to do any of the matters aforesaid either alone or in conjunction with any such others company as aforesaid.
- LII. To procure the Company to be registered or recognized in any part of the world outside the Republic of Tanzania. To establish or promote or concur in the establishing or promoting any company or companies for the purpose or acquiring all or any of the property, rights and liabilities of the company or for any other purposes which may seem directly or indirectly calculated to benefit the Company.
- LIII. To sell, lease, mortgage, or otherwise dispose of the property, assets, or undertaking of the company or any part thereof, for such consideration as the company may think fit, and in particular for shares, stock, debentures, or other securities of the other company whether or not having objects altogether or in part similar to those of the company.

- LIV. To distribute among the members in specie any property of the company, or any proceeds of sale disposal of any property of the company, but so that no distribution amounting to a reduction of capital shall be made except with sanction, of any, for the time being required by law.
- LV. To act as agents, or brokers and as trustees for any person or company and to undertaken and perform sub-contracts and to do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors, or otherwise and either alone or jointly with others, and either by or through agents, sub-contractors, trustees or otherwise.
- LVI. To carry on any other business which may seem to the company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the property rights of the company.
- LVII. To do all such other as may be deemed incidental or conducive to the attainment of the above objects or do any other things that the directors may deem necessary and beneficial to the company.

AND IT IS HEREBY DECLARED that the word "**COMPANY**" save when used in reference to this company, in this clauses shall be deemed to include any partnership or other body persons, wether domiciled in East Africa or elsewhere and the intention is that the objects specified otherwise expressed in each paragraph of this clause shall except where otherwise expresses in such paragraph of this clause shall except no wise be limited or restricted by reference to or inference from the terms of any other paragraph or the name of the company.

- 4. The liability of the members is limited.
- 5. The authorized share capital of the company is **Tanzania Shillings Five Hundred Million Only (Tshs 500,000,000/-) divided into One Million shares of Five Hundred Shillings Each (Tshs 500/-)** Tanzanian Shillings each and the company shall have power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified, or other special rights privileges, restrictions or conditions.

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

NO.	NAMES	ADDRESS AND DESCRIPTION	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURES OF SUBSCRIBERS
1.	FOTH DESIGN & CONSTRUCTION LTD	10 ZAMBEZI CRESENT, WAEC BUILDING, 3 RD FLOOR, MAITAMA, ABUJA, NIGERIA	510,000	<i>FOTH DESIGN & CONSTRUCTION LTD 10 ZAMBEZI CRESENT WAEC BUILDING MATAMA ABUJA NIGERIA</i>
2.	FATMA O. MOMA	P. O. Box 38064 KIGOGO, ILALA DISTRICT, DAR-ES-SALAAM, TANZANIA.	290,000	<i>[Signature]</i>
3.	MWINYI ESIEN MOMA	P. O. BOX 38064 KIGOGO, ILALA DISTRICT, DAR -ES-SALAAM, TANZANIA.	100,000	<i>[Signature]</i>
4.	SALMA MAULID GEKPE	P. O. BOX 38064 KIGOGO, ILALA DISTRICT, DAR-ES-SALAAM, TANZANIA.	50,000	<i>[Signature]</i>
5.	FLOATING		50,000	

Dated the 04th day of October 2010

Witness to the above signatures: *[Signature]*



Writings

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

The expressions "Debenture" and "Debenture holder" shall include "Debenture Stock" and "Debenture Stockholder", and the expression "Secretary" shall include a temporary or assistant Secretary and any person appointed by the Directors to perform any of the duties of the Secretary.

Save as aforesaid any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

The marginal notes are inserted for convenience only and shall not affect the construction of these presents.

Words importing the singular number only shall include the plural and the converse shall also apply.

Words importing males shall include females.

3. The Company is a private Company and accordingly:-

- (a) The right to transfer shares is restricted in manner as hereinafter prescribed.
- (b) the members of the company (exclusive of persons who are in the employment of the Company) is limited to fifty, **PROVIDED THAT**, where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this Article, be treated as a single member;
- (c) any invitation to the public to subscribe for any shares or debentures of the company is prohibited;
- (d) the Company shall not have power to issue share warrants to bearer.

Private Company

SHARE CAPITAL

Share Capital

4. The Share Capital of the Company at the date of registration of these Articles is Tanzania Shilling: One Million Shillings Only divided into One Thousand Ordinary shares of Tanzania Shillings One Thousand Shillings each.

Only divided into One Thousand Ordinary shares of Tanzania Shillings One Thousand Shillings each.

LOANS BY THE COMPANY

*Company's own shares
not to be purchased*

5. No part of the funds of the Company shall be employed in the purchase of or in loans upon the security of the Company's shares. The Company shall not, except as authorized by the Act, give any financial assistance for the purpose of or in connection with any purchase of share in the Company.

RIGHTS OF SHARE HOLDERS

*Issue of shares subject to
special conditions*

6. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares already issued (which special rights shall not be modified or abrogated except with such consent or sanction as is provided by the next following Article) any share in the Company (whether forming part of the original capital or not) may be issued with such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine, and subject to the provisions of the Act the Company may issue Preference Shares which are, or which at the option of the Company are to be, liable to be redeemed.

MODIFICATION OF RIGHTS

7. Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Act, be modified or abrogated, either with the consent in writing of the holders of three-fourths of the issued shares of the class, or with the sanction of a Special Resolution passed at a separate General Meeting of such holders (but not otherwise), and may be so modified or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate General Meeting all the provisions of these presents relating to General Meetings of the Company or to the proceedings thereat, shall *mutatis mutandis*, apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one-half in nominal amount 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 a quorum), and that the holders of shares of the class shall, on a poll, have one vote in respect of every shares of the class held by them respectively.

*How rights of shares may
be modified*

SHARES

8. Subject to the provisions of Article 38, unissued shares shall be at the disposal of the Directors, and they may allot, grant options over, or otherwise dispose of them to such persons, at such times, and on such terms as they think proper, but so that no shares shall be issued at a discount, except in accordance with the Act. *Unissued shares at the disposal of Directors*
9. In addition to all other powers of paying commissions, the Company (or the Directors on behalf of the Company) may exercise the powers of paying commissions conferred by the Act, provided that the rate per cent, or the amount of the commission paid or agreed to be paid, shall be disclosed in the manner required by the Act and the rate of the commission shall not exceed the rate of Ten per cent (10%) of the price at which the shares in respect of which the commission is paid are issued or an amount equivalent thereto. The Company (or the Directors on behalf of the Company) may also on any issue of shares pay such brokerage as may be lawful. *Power to pay commission and brokerage*
10. Shares may be held in the Company in trust for beneficial owner. *Trustee shares*

CERTIFICATES

11. Every person whose name is entered as a Member in the 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 of any one class or several certificates each for one or more of his shares upon payment of such sum, as the Directors shall from time to time determine. Every certificate shall be issued under the Seal. The certificate shall specify the shares or securities to which it relates and the amount paid up thereon. Provided that the Company shall not be bound to register more than three persons as the joint holders of any shares (except in the case of executors of trustees of a deceased Member), and, in case of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate therefore, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders. *Issue of Certificates*
12. If a share certificate be worn out, defaced, lost or destroyed, it may be renewed on payment of such fee (if any) and on such terms (if any) as to evidence, indemnity and the payment of out-of pocket *Renewal of Certificates*

expenses of the Company for investigating evidence, as the Directors think fit.

LIEN

13. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share; and the Company shall also have a first and paramount lien and charge on all shares (including fully paid shares) standing registered in the name of each Member (whether solely or jointly with others) for all the debts and liabilities of such Member or his estate to the Company and that whether the same shall have been incurred before or after notice to the Company of any equitable or other interest in any person other than such Member, and whether the period for the payment or discharge or the same shall have actually arrived or not and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person, whether a Member of the Company or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon but the Directors may at any time declare any share to be exempt wholly or partially from the provisions of this Article.

Company's lien

14. The Company may sell, in such manner as the Directors think fit, any share on 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 the sum presently payable, and giving notice of intention to sell in default, shall have been given to the holder for the time being of the share or the person entitled by reason of his death or bankruptcy to the shares.

*Sale of shares
subject to lien*

For giving effect to any such sale, the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in 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.

15. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale.

*Application of
proceeds of such sale*

CALLS ON SHARES

16. The Directors may from time to time make calls upon the Members in respect of any moneys (whether on account of the amount of the shares or by way of premium) unpaid on their shares, provided that (except as otherwise fixed by the conditions of application or allotment) no call on any shares shall exceed one-fourth of the nominal amount of the share or be payable at less than fourteen days from the last 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. *Calls*
17. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed. A call may be made payable by installments. *Time when made*
18. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. *Liability of joint holders*
19. 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 day appointed for payment thereof to the time of actual payment at such rate not exceeding the current interbank commercial lending rate, as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part. *Interest on calls*
20. Any sum which by the terms of issue of a share becomes payable upon allotment or at any fixed date, whether on account of the amount of the shares or by way of premium, shall for all the purposes of these presents be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these presents 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. *Sums due on allotment to be treated as calls*
21. The Directors may from time to time make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the times of payment. *Power to differentiate*
22. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys unpaid upon the shares held by him beyond the sums actually called up thereon as a payment in advance of calls and such payment in advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is advanced, and upon the moneys so received, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in *Payment of calls in advance*

respect of which it has been received the Company may pay interest at such rate as the Member paying such sum and the Directors agree upon.

TRANSFER OF SHARES

23. Subject to the restrictions of these presents, all transfers of shares may be effected by transfer in writing in the usual common form or in any other form in writing under hand approved by the Directors. *Form of transfer*
24. The instrument of transfer of a share shall be in writing and shall be signed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof, provided that the Directors may dispense with the execution of the instrument of transfer by the transferee in any case in which they think fit in their discretion so to do. *Execution*
25. The Directors may, in their absolute discretion and without specifying any ground, refuse to register a transfer of any share to any person who, in their opinion, is undesirable in the interests of the Company to admit to membership. No transfer shall be registered if by any reason thereof the number of members would exceed the limit hereinbefore prescribed. *Director's refusal to register, and closing register*
26. The Directors may refuse to register any transfer of a share where the Company has a lien on the share.
27. If the directors refuse to register a transfer, they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.
28. All instruments of transfers, which shall be registered, shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall on demand be returned to the person depositing it with the Company.
- The Directors may decline to recognize any instrument of transfer unless:-
- (a) Such fee, as the Directors may from time to time require, is paid to the Company in respect thereof; and
 - (b) The instrument of transfer is deposited at the Office or such other place as the Directors may appoint, accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to

show the right of the transferor to make the transfer.

TRANSMISSION OF SHARES

29. In case of the death of a Member the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder shall be the only persons recognized by the Company as having any title to his shares; but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him. *Transmission on death*
30. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence as to his title being produced as may from time to time be required by the Directors, and subject as hereinafter provided, either be registered himself as holder of the share or elect to have some person nominated by him registered as the transferee thereof. *Registration of Executors and Trustees in Bankruptcy*
31. 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 his nominee registered, he shall testify his election by executing to his nominee a transfer of such share. All the limitations, restrictions and provisions of these presents relating to the right to transfer and the registration of transfer 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 executed by such Member. *Notice of Election to be registered and registration of nominee*
32. A person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall be entitled to receive and may give a discharge for all dividends and other moneys payable in respect of the shares, but he shall not be entitled to receive notice of or to attend or vote at meetings of the Company or, save as aforesaid, to any of the rights or privileges of a Member until he shall have become a Member in respect of the share, and should he fail either to transfer the share or to elect to be registered as a Member in respect thereof within sixty days of being required so to do by the Directors, he shall in the case of shares which are fully paid up be deemed to have elected to be registered as a Member in respect thereof, and may be registered accordingly. *Right of unregistered executors and trustees*

FORFEITURE OF SHARES

*Notice requiring
payment of Calls*

33. If a Member fails to pay the whole or any part of any call or installment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of such call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued and all expenses which may have been incurred by the Company by reason of such non-payment.

34. The notice shall name a further day (not being less than seven days from the date of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made will be liable to be forfeited.

*Notice to state time
and place for
payment*

35. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before forfeiture.

*Forfeiture on non-
compliance with
notice*

36. When any share has been forfeited in accordance with these presents, notice of the forfeiture shall forthwith be given to the holder of the share, or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given and of the forfeiture with the date thereof shall forthwith be made in the Register of Members opposite to the entry of the shares; but no forfeiture shall be in any manner invalidated by any accidental omission or neglect to give such notice or to make such entry as aforesaid.

Notice after forfeiture

37. A forfeited share shall become the property of the Company and may be sold, re-allotted or otherwise disposed of, either to the person who was, before forfeiture, the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and at any time before a sale, re-allotment or disposition, the forfeiture may be cancelled on such terms as the Directors think fit. The Directors may if necessary, authorise some person to transfer a forfeited share to any such other person as aforesaid.

*Sale of forfeited
shares*

- a. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall not withstanding the forfeiture, remain liable to pay to the

Company all moneys which, at the date of the forfeiture, were payable by him to the Company in respect of the shares, with interest thereon as shall be determined by the Directors from the date of forfeiture until payment, but the Directors may waive payment of such interest either wholly or in part and the Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture.

Rights and liabilities of Members whose shares have been forfeited

- b. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share has been duly forfeited on the 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, and such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the certificate of proprietorship of the share under seal delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share, and the person to whom the share is sold, re-allotted or disposed of, shall 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, re-allotment or disposal of the share.

Title to forfeited shares

INCREASE OF CAPITAL

40. The Company may from time to time by Ordinary Resolution increase its share capital by such sum to be divided into shares of such amount as the resolution shall prescribe.
41. The Company may by Ordinary Resolution direct that the new shares, or any of them shall be offered in the first instance, either at par or at a premium, to the then Members or to the holders of any class of shares for the time being, in proportion to the number of shares or shares of the class or group held by them respectively, or make any other provisions as to the issue of the new shares.
42. All new shares shall be subject to the provisions of these presents with reference to payment of calls, lien, transfer, transmission, forfeiture and otherwise and, unless otherwise provided in accordance with the powers contained in these presents, shall be Ordinary Shares.

Power to increase capital

Allotment of new shares

ALTERATIONS OF CAPITAL

43. The Company may by Ordinary Resolution:-
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
 - (b) Cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken by any person, and diminish the amount of its capital by the amount of the shares so cancelled.
 - (c) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Act), and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares.

And may by Special Resolution:-

- (d) Reduce its capital or any capital redemption reserve fund or any share premium account in any manner authorized by the Act.

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. *Conversion into stock*
45. The holders of stock may transfer the same, or any part thereof in the same manner, and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose. *Rights of stockholders to transfer stock*
46. The holders of stock shall, according to the amount of stock held by

them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privileges or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

Other rights and privileges of stockholders

47. Such of the regulations 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".

Application of certain regulations to stock and stockholders

GENERAL MEETINGS

48. A General Meeting shall be held as the Annual General Meeting once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. The General Meetings referred to in this Article shall be called "Annual General Meetings". All General Meetings other than Annual General Meetings shall be called "Extraordinary Meetings".

Annual General Meetings

49. The Directors may call an Extraordinary Meeting whenever they think fit and shall, on requisition in accordance with the Act, proceed to convene an Extraordinary Meeting as required by the Act. In the case of Extraordinary General Meeting called in pursuance of a requisition, unless such meeting shall have been called by the Directors, no business other than that stated in the requisition as the objects of the meeting shall be transacted.

Extraordinary Meetings

NOTICE OF GENERAL MEETINGS

50. All meetings of Members shall be called by twenty-one days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and exclusive of the day for which it is given, and shall specify the place, the day, and the hour of meeting, and in case of special business, the general nature of such business (and in the case of a meeting convened for passing a Special Resolution, the intention to propose such resolution as a Special Resolution), and shall be given in manner hereinafter mentioned to such persons as are, under the provisions herein contained, entitled to receive notices from the Company. With the consent in writing of all Members entitled to receive notices from the Company, a meeting may be convened by a shorter notice and in such manner as such Members may think fit.

Notice of General Meetings required

51. The accidental omission to give notice to, or the non-receipt of notice by, any Member, shall not invalidate the proceedings at any

Omission and non receipt of notice

General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

52. All business shall be deemed special that is transacted at an Extraordinary Meeting, and also all business that is transacted at an Annual General Meeting, with the exception of declaring dividends, the reading and consideration of the accounts and balance sheet and the ordinary reports of the Directors and documents required to be annexed to the balance sheet, the election of directors and appointment of Auditors and other officers in the place of those retiring by rotation or otherwise, the fixing of the remuneration of the Auditors and the voting of remuneration or extra remuneration to the Directors. *Special business*
53. Any person entitled to be present and vote at a meeting may submit any resolution or amendment to the meeting, provided that at least five and not more than fourteen clear days before the day appointed for the meeting he shall have served upon the Company a notice in writing signed by him, containing the proposed resolution or amendment and stating his intention to submit the same. *Notice of resolutions and amendments by Members*
54. Upon receipt of any such notice as in the last proceeding Article mentioned, the Secretary shall include in the notice of the meeting in any case where the notice of intention is received before the notice of the meeting is issued, and shall in any other case issue as quickly as possible to the Members notice that such resolution or amendments will be proposed. Any resolution or amendment of which such notice has not been given shall in the case of a resolution and may in the case of an amendment be ruled out of order, and the ruling of the Chairman shall be conclusive. *Issue of such notice*
55. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business; save as herein otherwise provided two members present in person or by proxy shall be a quorum for all purposes. *Quorum*
56. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present in person or by proxy shall be a quorum. *Adjournment if Quorum not present*
57. The Chairman of the Board of Directors if any shall preside as Chairman at every General Meeting of the Company. If at any meeting the Chairman or Deputy Chairman, if any, be not present within fifteen minutes after the time appointed for holding the

meeting, or be unwilling to act as Chairman, the Members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some Member present to be Chairman.

Chairman

58. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Adjournments

59. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least two Members present in person or by proxy and entitled to vote, or by a Member or Members entitled either by reason of their own holding or as representatives or as proxies, to cast one-tenth or more of the votes which could be cast in respect of that resolution if all persons entitled to vote thereon were present at the meeting. Unless a poll is so demanded, a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried, and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution

Method of Voting

60. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the resolution unless the same be pointed out at the same meeting, or at any adjournment thereof, and not in that case unless it shall in the opinion of the Chairman of the meeting be of sufficient magnitude to vitiate the resolution.

Votes counted in error

61. If a poll is duly demanded, it shall be taken at such time and in such manner (including the use of ballot or voting papers or tickets) as the Chairman may direct, and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may in the event of a poll, appoint scrutinizers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll. The demand for a poll may with the consent of the Chairman of the meeting be withdrawn.

How poll to be taken

62. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote. *Chairman's casting vote*
63. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. No notice need be given of a poll not taken immediately. *Time for taking a poll*
64. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. *Continuance of business after demand for a poll*

VOTES OF MEMBERS

65. Subject to any special rights or restrictions as to voting attached by or in accordance with these presents, to any class of shares, on a show of hands, every Member who is present in person shall have one vote and on a poll every member who is present in person or by proxy shall have one vote irrespective of the number of shares he holds. *Voting rights of Members*
66. In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members. *Voting rights of joint holders*
67. A Member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his nominee, *curator bonis*, or other person in the nature of a nominee or *curator bonis* appointed by such Court, and such nominee, *curator bonis* or other person may on a poll vote by proxy, provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than three days before the time for holding the meeting. *Voting rights of lunatic Members*
68. No Member shall, unless the Directors otherwise determine, be entitled to vote at a General Meeting either personally or by proxy, or to exercise any privilege as a Member unless all calls or other sums presently payable by him in respect of shares in the Company have been paid. *No right to vote where a call is unpaid*
69. No objection shall be raised to the qualifications of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive. *Objections*

70. Votes may be given either personally or by proxy. On a show of hands a Member (other than a corporation) present only by proxy shall have no vote, but a proxy for corporation may vote on a show of hands. A proxy need not be a Member of the Company. *Votes on a poll*
71. Any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorize any person to act as its representative at any meeting of the Company or of any class of members of the Company, and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represent as if he had been an individual shareholder, including power, when personally present, to vote on a show of hands. *Voting of corporation*
72. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or if the appointer is a corporation either under the common seal or under the hand of an officer or attorney so authorized.
73. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Office not less than twenty-four hours before the time appointed for holding the meeting or adjourned meeting, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. *Execution of proxies*
Deposit of proxies
74. An instrument of proxy may be in the usual common form or in such other form as the Directors shall prescribe. The proxy shall be deemed to include the right to demand, or join in demanding, a poll, and shall (except and to the extent to which the proxy is specially directed to vote for or against any proposal) include power generally to act at the meeting for the Member giving the proxy. A proxy, whether in the usual or common form or not shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates, and need not be witnessed. *Form of proxies*
75. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or revocation of the proxy, or of the authority under which *Intervening death or insanity of principal not to revoke proxy*

the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

DIRECTORS

76. Unless and until otherwise determined by the shareholders and by notice served upon the registered office of the company the Directors shall not be less than two nor more than five in number. All Directors shall be elected and removed by the shareholders. The first directors of the company shall be:-

Number of Directors

1. FATMA OTHMAN MOJIB
2. MWINYI ESTER MOJIB

77. The Directors shall be paid out of the funds of the Company by way of remuneration for their services, such sum as the Company in General Meeting may from time to time determine. The Directors shall also be paid all reasonable traveling, hotel and other expenses incurred by them in connection with attending and returning from Board Meetings or otherwise in connection with the business of the Company.

Remuneration of Directors

78. Any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which, in the opinion of the Board, are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine, which shall be charged as part of the Company's ordinary working expenses.

Extra remuneration

79. The office of a Director shall be vacated in any of the following events, namely:-

Vacation of

- (a) If (not being an Executive Director holding office as such for a fixed term) he resigns his office by writing under his hand left at the Office.

office of

- (b) If he has a receiving order made against him or compounds with his creditors.

Directors

- (c) If he be found a lunatic or of unsound mind.

- (d) If he be absent from meetings of the Directors for six months without leave and the Directors resolve that, by

reason of such absence, his office be vacated.

(e) If he be removed from office pursuant to Article 82.

80. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) and may act in a professional capacity for the Company in conjunction with his office of Director, on such terms as to remuneration and otherwise as the Board may determine, and no Director or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any such other office or place of profit, or as vendor, purchaser or otherwise, nor shall any such contract, or any contract arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relation thereby established, provided that the nature of the interest of the Director in such contract or proposed contract or arrangement be declared at the meeting of the Directors at which the question is first taken into consideration if his interest then exists, or in any other case at the next meeting of the Directors held after he became interested. A Director may vote in respect of any contract or arrangement in which he is interested and be counted in ascertaining whether a quorum is present, provided that he gives notice of the nature of his interest in any such contract or arrangement in the same manner as aforesaid. A general notice sufficient given to the Board by a Director to the effect that he is a member of or beneficially interested in a specified firm or company and is to be regarded as interested in any contracts or arrangements which may be made with that firm or company after the date of such notice shall be sufficient declaration of interest under this Article.
- Power of Directors to hold offices of profit and to contract with Company*
81. The Directors shall elect from amongst their own body a Chairman and if need be, a Deputy Chairman of the Board of Directors on such terms and for such period (subject always to the provisions of these presents) as they may think fit.
- Chairman*
82. Subject to any provisions to the contrary contained in the Act or in these presents, the Directors may entrust to and confer upon the Chairman and upon a Director holding any such executive office as aforesaid any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they 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 such powers.
- Powers of Chairman and Executive Directors*
83. The Company in General Meeting may from time to time increase or reduce the number of Directors.
- Power to increase number of Directors*
84. The majority shareholder shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a
- Power to fill casual*

casual vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these presents.

*vacancies and to
appoint additional
Directors*

85. The majority shareholder may by written notice to the company's registered office remove any Director before the expiration of his period of office, and may by notice in writing to be served upon the company's register office appoint another person in his stead.

Removal of Directors

POWERS OF DIRECTORS

86. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Act or by these presents required to be exercised by the Company in the General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Special Resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

*General power of
Directors to manage
Company's business*

87. The Directors may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more subsidiary companies, and they may on behalf of the Company make such arrangements as they think advisable for taking the profits or bearing the losses of any branch or business so carried on or financing, assisting or subsidizing any such subsidiary company or guaranteeing its contracts, obligations or liabilities and they may appoint, remove and re-appoint any persons (whether members of their own body or not) to act as directors, executive Directors or managers of any such company or any other company in which the Company may be interested, and may determine the remuneration (whether by way of salary, commission on profits or otherwise) of any person so appointed, and any Directors of this Company may retain any remuneration so payable to them.

*Organization of
subsidiary companies*

88. The Directors may from time to time and at any time by power of attorney under the Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think

*Power to appoint
attorneys*

fit, and may also authorize any such attorney to sub-delegate all or any of the powers, authorities and discretion vested in him.

89. The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

*Power to have a seal
for use abroad*

90. The Company, or the Directors on behalf of the Company, may cause to be kept in any part of the world in which the Company transacts business, a Branch Register or Registers of Members resident there and the Directors may (subject to the provisions of the Act) make and vary such regulations as they may think fit respecting the keeping of any such Register.

BORROWING POWERS

91. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they may in their absolute discretion think fit. The Directors may secure the repayment or raise any such sums as aforesaid by legal or equitable Mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled capital, or by the issue at such price as they may think fit, of debentures and debenture stock either charged upon the whole or any part of the property and the assets (including its uncalled Capital) of the Company or not so charged, or in such other way as the Directors may think expedient.

*Power to borrow and
to give security*

92. Subject to the provisions of Article 77 of these presents, a Director of this Company may be or become a director or other officer of, or otherwise interested in, any company including but not limited to any company promoted by this Company or in which this Company may be interested as shareholder or otherwise, and no such Director shall be accountable for any remuneration or other benefits received by him as director or officer of, or from his interest in such other company. The Board may also exercise the voting power conferred by the shares in favour of any resolution appointing it or any of its number, directors or officers of such other company. Furthermore, any Director of this Company may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be or be about to become a director or officer of such other company and as such or in any other manner is or may be interested in the exercise of such voting rights in a manner aforesaid.

*Holding of concurrent
office*

93. All cheques, promissory notes, bills of exchange, and other negotiable or transferable instruments and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the

Directors shall from time to time by resolution determine.

*Signature of cheques
and bills*

PROCEEDINGS OF DIRECTORS

94

- a) The Directors may meet together for dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes; the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time, summon a meeting of the Directors.
- b) Provided that the requisite notices are served upon Directors and subject to the consent of a majority of such Directors, Directors can conduct their meetings on telephone, and all meetings so conducted shall be deemed to have the same status as meetings at which the Directors have physically convened.

Board Meetings

95. The Directors may fix the quorum necessary for the transaction of the business of the Directors, and unless so fixed at any other number shall be Two.

Quorum

96. The continuing Directors may act notwithstanding any vacancies in the Board, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these presents, the continuing Directors or Director may act for the purpose of filling up vacancies in the Board or of summoning General Meetings of the Company, but not for any other purpose. If there be no Directors or Director able or willing to act, then any shareholder may summon a General Meeting of shareholders for the purpose of appointing Directors.

*Proceedings in case
of vacancies*

97. If at any meeting the Chairman or Deputy Chairman, if any, shall be not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

*Chairman and Deputy
Chairman of Directors*

98. A resolution in writing, signed the by a minimum of two Directors for the time being, shall be effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors.

Resolutions in writing

99. A meeting of the Directors for the time being, at which a quorum is present, shall be competent to exercising all powers and discretion

*Powers of meeting at
which a quorum is*

for the time being exercisable by the Directors.

present

100. Without prejudice and in addition to the provisions of Article 83, the Directors may delegate any of their powers to committees consisting of such number of members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Directors.

Power to appoint committees

101. The meetings and proceedings of any such committee, consisting of two or more members, shall be governed by the provisions of these presents regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under the last preceding Article.

Proceedings at committee meetings

102. All acts done by any meeting of Directors, or of a committee of Directors, or by any person acting as a Director, shall as regards all persons dealing in good faith with the Company, notwithstanding 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, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed, and was qualified and had continued to be a Director and had been entitled to vote.

Validity of acts of Directors in spite of some formal defect

ALTERNATE DIRECTORS

103. Any Director may at any time appoint any person approved by the Board to be an Alternate Director of the Company and may at any time remove any Alternate Director so appointed by him from office. An Alternate Director so appointed shall not be entitled to receive any remuneration from the Company or to appoint an Alternate, but shall otherwise be subject to the provisions of these presents with regard to Directors. An alternate Director shall be entitled to receive notices of all meetings of the Board, and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointer as a Director in the absence of such appointer. An Alternate shall *ipso facto cease* to be an Alternate Director if his appointer ceases for any reason to be a Director. All appointments and removals of Alternate Directors shall be effected by writing under the hand of the Director making or revoking such appointment left at the office.

Provisions for appointing and removing Alternate Directors

MINUTES

104. The Directors shall cause proper minutes to be made in books to be provided for the purpose of all appointments of officers made by the Directors, of the proceedings of all meetings of Directors and committees of Directors and of the attendance thereat, and of the proceedings of all meetings of the Company and all business

Records of

transacted, resolutions passed and orders made at such meetings, and any such minute of such meetings if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting of the Company or Directors or committee, as the case may be, shall be sufficient evidence without any further proof of the facts therein stated.

*appointments and
proceedings to be
kept*

THE SEAL

105. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board and shall be so affixed in the presence of at least one Director and the Secretary or some other person approved by the Board, both of whom shall sign every instrument to which the Seal is so affixed in their presence.

*Formalities for
affixing seal*

AUTHENTICATION OF DOCUMENTS

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

*Power to authenticate
documents*

DIVIDENDS

107. Subject to any special rights as to dividend attached to any new class of shares in accordance with these presents, the profits of the Company available for dividend and resolved to be distributed in respect of any financial year or other period for which the Company's accounts are made up and submitted to the Company in General Meeting shall be apportioned and paid to the Members according to the amounts paid on the shares held by them respectively during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividends as from a particular date, such share shall rank for dividends accordingly.

Payment of dividends

108. No dividend shall be payable except out of the profits of the Company, or in excess of the amount recommended by the Directors.

*Dividends payable
only out of profits*

109. Any General Meeting declaring a dividend may resolve that such

dividend be paid wholly or in part by the distribution of specific assets, and in particular of paid up shares, debentures or debenture stock of the Company, or paid up shares, debentures or debenture stock of any other company, or in any one or more of such ways.

110. If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may pay to the holders of any class of shares interim dividends thereon of such amounts and on such dates as they think fit. *Payment of interim dividends*
111. No unpaid dividend, bonus or interest shall bear interest as against the Company. *Dividends not to bear interest*
112. The Directors may retain any dividends and bonuses payable on shares on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists. *Retention of dividends*
113. The payment by the Directors of any unclaimed dividend into an unclaimed dividend account shall not constitute the Company a trustee in respect thereof, and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company. *Unclaimed dividends*
114. If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share. *Dividends due to joint holders*

RESERVES

115. The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which shall at the discretion of the Directors be applicable for meeting contingencies or for the gradual liquidation of any debt or liability of the Company or for repairing or maintaining the works plant and machinery of the Company or for special dividends or bonuses or for equalizing dividends or for any other purposes to which the profits of the Company may properly be applied and pending such application may, at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors think fit. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think it not prudent to divide. *Carry profit to reserve*
116. The Directors may establish a reserve to be called the Capital Reserve, which shall not be available for dividend, but which shall be available to meet depreciation or contingencies or for repairing, *Power to establish*

improving, or maintaining any property of the Company or for such other purposes as the Directors may in their discretion think conducive to the interests of the Company, and the Directors may invest the sums standing to the Capital Reserve in such investments as they think fit, other than shares or stock of the Company, and may from time to time deal with or vary such investments and dispose of all or any part thereof with full power to employ the Capital Reserve in the business of the Company, and that without keeping it separate from the other assets and with power to divide the said Capital Reserve into separate accounts or funds if they think fit.

*and deal with a
Capital Reserve*

CAPITALISATION OF PROFITS AND RESERVES

117. The Company in General Meeting may, upon the recommendation of the Directors, resolve that it is desirable to capitalize any undivided profits of the Company not required for paying the fixed dividends or Preference Shares if any (including profits carried and standing to the credit of any reserve or reserves or other special account), and accordingly that the Directors be authorized and directed to appropriate the profits resolved to be capitalized to the Members in the proportions in which such profits would have been divisible amongst them had the same been applied in paying dividends instead of being capitalized, and to apply such profits on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such Members respectively, or in paying up in full unissued shares, debentures or securities of the Company of a nominal amounts equal to such profits, such shares, debentures or securities to be allotted and distributed credited as fully paid up, to and amongst such Members in the proportion aforesaid, or partly in one way and partly in the other.

*Power to capitalize
profits*

ACCOUNTS

118. 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 such receipt and expenditure takes place;
- (b) all sales and purchases of goods by the Company; and
- (c) the assets and liabilities of the Company.

*Directors to keep
proper accounts*

119. The books of account shall be kept at the Office, or at such other place as the Directors think fit, and shall always be open to the inspection of the Directors. No Member (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or authorized by the Directors or by the Company in General Meeting.

Inspection of books

120. The Directors shall once at least in every year lay before the Company in General Meeting a profit and loss account and a balance sheet containing a general summary of the capital, the assets, and the liabilities of the Company arranged under suitable heads, both made up to a date not more than six months before the meeting.

Submission of balance sheets and profits and loss account

121. Every such balance sheet as aforesaid shall be signed on behalf of the Board by two of the Directors, and shall have attached to it a report of the Directors as to the state of the Company's affairs and the amount which they recommend to be paid by way of dividend to the Members, and the amount (if any) which they have carried or propose to carry to the Capital Reserve, Fund, general reserve or reserve account shown specifically on the balance sheet or to be shown specifically on a subsequent balance sheet. The balance sheet shall also have attached or annexed to it, the Auditors' report and such other documents as the Act may require.

Signature of balance sheets

AUDIT

122. The Company shall at each Annual General Meeting appoint an Auditor or Auditors to hold office until the next ensuing Annual General Meeting. The Auditor's report shall be read before the Company at the Annual General Meeting and shall be open to inspection by any Member. The Auditors' duties shall be regulated in accordance with the Act.

Appointment of Auditors

123. No Director or other officer of neither the Company nor any person who is a partner of or in the employment of an officer of the Company, or any corporation, shall be capable of being appointed Auditor of the Company.

Directors not to be Auditors

NOTICES

124. Any notice or document may be served by the Company on any Member wherever resident either personally or by fax or telex or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members, provided that if such address is outside Tanzania, such letter shall be sent by air mail. In respect of joint holdings, all notices shall be given to that one of the joint holders whose name stands first in the Register of Members, and notice so given shall be sufficient notice to all the joint holders.

Service of Notices

125. Any notice or other document, if sent by telefax or telex shall be deemed to have been served as soon as the message has been

transmitted, and if served by post, shall be deemed to have been served Ninety-six hours after the letter containing the same is posted, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed, stamped and posted.

Proof of postage to be sufficient proof of service

126. Any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these presents shall, notwithstanding that such Member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

Service to be sufficient notwithstanding death or bankruptcy of Member served

WINDING-UP

If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the Court), the liquidator may with the authority of a Special Resolution, divide among the Members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds and may for such purpose set such value as he deems fair upon any one or more class or classes of property 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 authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.

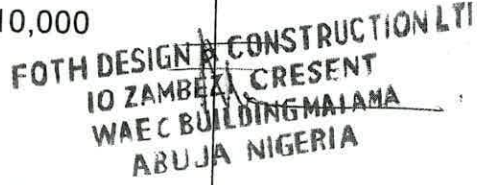



Provisions relating to liquidation

INDEMNITY

127. Subject to the provisions of the Act every Director, Managing Agent, Auditor, Manager, Secretary or officer or Servant of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.
129. No Directors, Managing Agent, Auditor or other officers of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer, or for joining in any receipt or other act for conformity or for any loss or expense happening to the

Indemnity of Directors and officers or servants

Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency or any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by any error of judgment, omission, default or oversight on his part, or for any other loss, damages or misfortune whatsoever which shall happen in relation to the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

NO.	NAMES	ADDRESS AND DESCRIPTION	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURES OF SUBSCRIBERS
1.	FOTH DESIGN & CONSTRUCTION LTD	10 ZAMBEZI CRESENT, WAEC BUILDING, 3 RD FLOOR, MAITAMA, ABUJA, NIGERIA	510,000	
2.	FATMA O. MOMA	P. O. Box 38064 KIGOGO, ILALA DISTRICT, DAR-ES-SALAAM, TANZANIA.	290,000	
3.	MWINYI ESIEN MOMA	P. O. BOX 38064 KIGOGO, ILALA DISTRICT, DAR -ES-SALAAM, TANZANIA.	100,000	
4.	SALMA MAULID GEKPE	P. O. BOX 38064 KIGOGO, ILALA DISTRICT, DAR-ES-SALAAM, TANZANIA.	50,000	
5.	FLOATING		50,000	

Dated the 04th day of October 2010

Witness to the above signatures: 



**FOTH DESIGN & CONSTRUCTION
LIMITED
P.o Box 38064
Dar es Salaam.**

Feasibility Study Report

On

Establishment of
Quarrying, Crushing unit and Aggregates Sub base Materials for
Road Construction

In

Coast, Tanzania

Prepared by:
M/s Vision Promoters Ltd,
P.O. Box 8733
Dar es Salaam.

FOTH DESIGN & CONSTRUCTION LIMITED
P.O. Box 38064
Dar es Salaam.

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0.1 Introduction

This feasibility study report is being prepared for **M/S FOTH DESIGN & CONSTRUCTION LIMITED. of P.O. Box 38064 Dar es Salaam, Tanzania** hereinafter referred to as FDCL. FDCL has undertaken a project to venture into quarrying, crushing and the manufacturing of sub base materials for road construction, and other allied products and trading of commodities. The promoters are Tanzanians, Omanians and are well experienced in the envisaged line of business. The promoters have enough financial resources to see through the project and will bring in foreign exchange right from the inception stage of the project.

The purpose of this study is to assess the commercial viability and operational feasibility of the project being undertaken by FDCL. Most of the data has been compiled by the promoters' own research and study in Tanzania and is first hand information. The financials have also been worked out on the basis of market and cost information provided by the promoters of the project.

This report has additionally deliberated upon the social and related economic benefits (net) that will accrue to the nation and has given adequate weight age for the same in the conclusion & recommendation paragraph.

02. Company Details:

Registration:

M/ FDCL has been registered with the Registrar of Companies on 27th of October 2010. As a limited liability company. The Authorized share capital of the company is same as the paid-up share capital. The registration number of the company is 79533.

Object Clause:

" To carry on the business of quarrying, crushing, concrete, aggregate sand sub base materials for road construction include manufacturing of allied products as well"

Other object clauses include the business of import and export of commodities, general merchandise and also interest in construction line.

Promoters/Shareholders & Directors:

The Shareholders of FDCL are as under:

Name of the Share Holder	Nationality	% Holding
Foth Design&Construction ltd	Nigeria	51
Fatma O.Moma	Tanzanian	29
Mwinyi Esien Moma	Tanzanian	10
Salma Maulid Gekpe	Tanzanian	5

The first directors of the company are:

01. Mwinyi Esien Moma
02. Fatma O.Moma

Location of the Proposed Factory:

The site for the factory shall be in Pongwe Mjura Bagamoyo, Coast Region. Since the project is concerned with quarrying aggregate sand, crushing cutting of stones for processing into sub base materials for road construction, It has been estimated that to begin with the operations 20 acres of land will be required.

Registered Office Address:

Plot/Block UPA. NO: 2098-5, Dar es Salaam

03. The Project:

The basic purpose of the entire project is to identify suitable quarry to produce crushed granite aggregate to add value for the construction industry to the abundantly available inputs, which have hitherto not been adequately exploited. The project will create more wealth for the nation and shall endeavor to bring in more prosperity and economic independence.

Own study of the promoters has revealed that there are nearly 15 species of granite stones, which are considered to be of higher quality and therefore barring for one or two species non have been exploited commercially. FDCL is interested in venturing into this area, as they are confident about their latest technology and manufacturing process. FDCL is sure to process high quality concrete products out of the so considered inferior quality concretes.

The project will create nearly 100 employment opportunities directly and more than that indirectly. Apart from adding to the wealth of the nation, it shall also increase the purchasing power of the community thereby leading to an overall increase in demand for other construction products, which shall in turn lead to better economy conditions.

The project shall bring in plant and machinery from outside the country and shall eventually train the local population in the running of the plant. The project will thus contribute towards the manufacturing sector of the economy. As per the latest findings of CTI (Confederation of Tanzanian Industries), manufacturing contributes less than 10% of contribution towards this sector which is very much welcome by the government. The manufacturing process being undertaken shall also ensure that value addition is being done within the country, which is added advantage.

04. Project Location & Inputs:-

Since the project is related to manufacturing of sub base materials for road constructions etc., which is an outcome of specialized processes carried out on raw granite and concrete, the project location preferably has to be near to the raw materials region. Apart from the very fact that the project requires lot of road transport related issues also dictate the location of such projects as being nearer to the source of raw materials.

The promoters reportedly carried out a survey of various regions in Tanzania where such project can be established with minimal obstacles. Their study led them to the Bagamoyo, Coast region, which is at a distance of nearly 60 kms from Dar es Salaam, it also has advantages in terms of availability of adequate local manpower, power and roads also, Besides it is easily approachable from Dar es Salaam, which is the main commercial city of Tanzania. Dar es Salaam shall also prove to be one of the most important markets and as such Dar es Salaam region enjoys the benefits of being near to the source of raw material, relatively better infrastructure and also being quite near to the main market.

Promoters have identified more than 20 acres of land, which is on the Bagamoyo Road. The plots or areas identified are outside the municipal limits. Such location has resulted into relatively cheaper land with very easy access to the city infrastructure. The promoters have made necessary contracts with the District Land Development Office and have received confirmation about availability of the envisaged plot of land. As of now some 9.48 acres of land has already been taken on 33 years lease. In other words availability of adequate land, which is so crucial for the success of such project,

has been more or less tied up. Such situation provides the project with an edge as compared to others in similar lines.

The local authorities have assured the promoters about adequate supply of power and water, which is required for the successful running of the business. Power requirement has been estimated at 1,100 h.p. With 24 hours running. However a 250 KVA Generator shall be installed for standby purposes.

0.5 The Market Demand:-

Sub base materials and Aggregates sands for construction form the core product line of this project are all sourced from granite stones. These products are being used in construction industry as well as in preparation of industrial and domestic use.

Tanzania as a country has been enjoying a steady economic growth rate of nearly 4.5% to 5% for last more than 5 years and that has resulted into spurt of demand for quality roads. The demand has been more pronounced in the basic necessity sector. Granite stones and road construction sector have also shown impressive growth. The products of FDCL form the basic for road construction industry. It is used in all stages of road construction. It is useful in the initial stage and once the road construction is completed it is required for interior decoration and for creation of useful attachments.

From marketing angle, apart from the points noted above, this project enjoyed a distinct advantage. There are certain international standards in which the dimensions are available for Road construction materials, however FDCL envisaged producing concrete and granite stones in various sizes, which can suit the requirements of local populace. This strategy shall provide the project with an additional marketing edge compared to imports, the first edge being lower prices. FDCL believes that creation of non-standard size shall not only make it more viable/profitable but will in long run also ensure maximum utilization of available resources.

FDCL promoters firmly believe that they will not encounter any major hurdle in marketing their products. Some time will definitely be required as the product boast of being import substitute and the products are not meant for direct consumption (which imply that they are being sold to an intermediary). However in long run FDCL promoters and management are very much sure about the successful operation of the project.

The per capital consumption of Sub base materials for road construction in Tanzania is one of the lowest in the world and the growing economy and changes in international situation it is very likely that the demand for concrete and granite stones products shall grown

in geometric proportions. FDCL seeks to initiate its activities on the premise of such calculations.

06. Promoters & Management:-

The importance of well-informed promoters and professional management can never be over estimated for successful implementation of the any project. It is said that well - informed promoter and professional management can make even a not so viable project otherwise and vice-a-versa.

07. Manufacturing Process & Technology:-

The factory to be put-up for manufacture of sub base materials, and aggregates of different sizes of granite stones, concrete etc. for road construction, shall be a very simple and target oriented. Concrete will support the roof and the sidewalls will leave open. This will not only ensure that the initial set - up cost of the project will be minimal but will also enable FDCL to increase the factory will maintain a very large open space to accommodate the storage of granite stones received in form of concrete waiting for further processing. In other words, the factory will be not consuming a very large area of land.

The project envisages manufacture of :

- ◆ M.R. Grade Granite Stone(GGS).
- ◆ B.W.P. Grade (bwpg).
- ◆ Film faced concretes;
- ◆ Checkered wall concrete white;
- ◆ Vibrated blocks.
- ◆ Concrete tiles
- ◆ All sizes culverts.

The manufacturing process is briefly described as under:

Granite stones from the earmarked area from the source are brought to the factory and put into the concrete form. This is done in order to ensure that there are no end cracks. This process thus reduces loss of yield. This process assumes more importance in case of this project due to the fact that the granite stones envisaged to be utilized here is of very inferior/perishable quality. As per the study of the promoters the species expected to be utilized have never been utilized up till now in the country. There are nearly 15 such varieties and barring for one or two none of these species have been commercially exploited. In a way this is also one of the edge of this project.

FDCL envisages manufacturing of all the varieties of Granite stones and block concretes in varying sizes such as (all dimensions in inches) 1'2", 2'2.5", 0.5'1.4", and 1.5". In addition to these sizes FDCL

shall also produce other sizes as per local market demand. 1'2" is the only size, which is movable in the local market, and therefore the same size will be made available for the entire market. Then the same is taken to the sanding machines and sanded. The finished granite stones and concretes further checked piece-by-piece by the final checking authority and an OK Seal and the brand name is affixed & the granite stones and concrete are ready for the market.

08. Manpower:-

Although the project of manufacturing sub base materials for road constructions will require lot of automatic machines, lot of manpower especially at lower end shall be required to carry out preparatory processes as well as for quick movement of concretes within the factory premises.

FDCL will hire 8 expatriates to oversee the operations supported by 54 local workers. Workers will be guided and trained by the expatriate technical experts to run machines. Organization hierarchy shall be as under:-

a. Top level

Chairman cum Managing Director
General Manager

b. Middle Level

Production Manager
Chief Engineer
Finance Manager
Marketing Manager

c. Lower Level

Production Supervisors
Personnel and Administrative Officer
Accounts Officer.
Sales Officer

FDCL shall endeavor to promote local staff as much as possible to ensure better employment opportunities to the local populace. However it shall always ensure that efficiency of the unit is kept intact.

FDCL shall run simultaneously a small in-house training house, where the experts will provide training to the new recruits before they are put on the jobs for on-job training. FDCL believes that a motivated and skilled manpower can for sure bring in immense benefits to the industry and can ensure peaceful co-existence of all concerned.

09. Cost of the Project & Means of Finance:-

A. Cost of the Project:-

Sr. NO.	Details	US \$
1	Land & Building	155,000/=
2.	Plant & Machinery	1,965,000/=
3.	Furniture, Computers & Fixtures	20,000/=
4.	Vehicles	400,000/=
5.	Pre-operating Costs	10,000/=
6.	Initial working capital	100,000/=
	Total Cost of the Project	2,650,000/=

B. Means of Finance:-

Sr. NO.	Details	US \$
1	Equity Funds	1,000,000/=
2	Promoters' Loan	1,650,000/=
	Total Means of finance	2,650,000/=

The total cost of the project consisting of both the phases has been estimated at **US \$ 2,650,000/=** as can be seen from the above chart, majority of the expenses involved will be on plant and machinery. Nearly 73.33%. Besides considerable money will be required in the starting up of the unit which has been grouped under the head pre-operating and initial working capital costs.

Phase I will be implemented within a span of three months and the second and the final phase will be completed within a span of nearly 21 months from the date of the completion of the first phase.

Building will be a simple structure based on pillars with sidewalls open to facilitate future expansions. The height of the factory shed will be 15 feet. A small training house and a rest room for the workers will also be constructed.

EQUIPMENT & VEHICLES FOR CRUSHER IN TANZANIA

- | | |
|-------------------|--------------------|
| 1. Whoppers | 3 nos |
| 2. Feeder | 3 nos |
| 3. Jaw crusher | 350 ton/hour-3nos |
| 4. Impact crusher | 250tons/hour-5nons |

5.	Screen 4 Decker	2 nos	
6.	Conveyors 100cm	6 nos	
	80cm	8 nos	
	60cm	6 nos	
7.	Control Panel	8 nos	
8.	Cables 185 mm	100 metres	
	120 mm	100 metres	
9.	Floodlights		
10.	Water pump		
11.	Water tanker		
	-1) welding machine 400 amp	4 nos	
	-2) gas welding equipment	4 unit	
	-3) workshop tools		lot
	-3 Wire rope slings 5 metres	2 pcs	
12.	Wheel loaders CAT 966 or equivalent	3 nos	
13.	Excavator with rock breaker	2 nos	
14.	Bulldozer D9 or equivalent	2 nos	
15.	Grader 12g or equivalent	2 nos	
16.	Roller	2 nos	
17.	Lowbed trailer	2nos	
18.	Rough terrain crane	2nos	
19.	Tipper trucks 10 cu.m	20 nos	
20.	Workshop 4*4 pickup	3 nos	
21.	Station wagon 4*4	3 nos	
22.	Container 20 ft	3 nos	
23.	Container control room with switches	2 nos	
24.	For running the Crusher	2 nos	
25.	Generator 250-300 KVA	3 nos	
26.	Transformer 1,000 kW	3 nos	
27.	Crusher spares as below: -		
28.	Rubber conveyor belt	50 pcs	
29.	Conveyor rollers for 10 Conveyors		
30.	Sprockets for gear motors 2 each belt		
31.	10 metres for chain drine (1 pitch)		
32.	Gear motor for each conveyor		
33.	Hammers for impact	4sets	
34.	Hammer for jaw crusher	2 sets	
35.	V-Belts for gear motors	2 sets	
36.	M.S sheet 4"*8"*6mm	10 pcs	
37.	M.S sheet 4"*8"*30mm	2 pcs	
38.	Angle line 2'*2'6'	10pcs	
39.	Bolt & Nuts	10pcs	
40.	Belt fasteners	10pcs	
41.	Screen meshes (all sizes)	2 sets	
42.	H- beams & pipes	10 nos	
43.	Air Compressors	8 pcs	
44.	700 CFM	2 nos	
45.	Water bawser	2 nos	

46.	Fuel tankers	2 nos
47.	Fuel tankers	2 nos
48.	Vehicle spares -	lot
49.	Spare tires	700 pcs
50.	Rims	3000pcs
51.	Fax machine	2 nos
52.	Office furniture	lot
53.	Printers	4 nos
54.	Computers	10 nos
55.	Block milling machines and accessories	

Three in-house utility vehicles will be needed to transport the finished goods from the factory to the buyers' place and also for moving the aggregates within the factory premises wherever required.

Office furniture will be bare minimum and so will be computers (may be three sets). Telephone lines; fax line and Internet line will be kept handy at the factory to ensure speedy and cheap communication.

Pre-operating costs will take care of the preliminary expenses, initial survey and travel costs including accommodation charges, professional charges for preparation of reports etc and shall also cover for the initial joining costs of various key personnel till the real operations commence.

Initial working capital shall include the money required to bring in enough quantity of road construction materials, spend for the revenue expenses for the process carried out on them and the financing of other revenue costs till the time money starts flowing back from the debtors for the goods sold to them on credit.

The promoters of FDCL are in possession of required finances and are committed to put in the same as and when required. The initial capital has been created at 0.5 million dollars and balance amount will be treated as loan from promoters, interest free.

10. Project Implementation Schedule:-

As has been stated in the earlier paragraphs the entire project will be implemented in two phases within a period of 24 months. The first phase is expected to be completed within a span of nearly two to three months and the next phase is expected to be completed in another 21 months. The initial capacity shall be 100 cubic tones a day and after completion of the second phase the manufacturing capacity shall be 450 cubic tones a day.

Considering August 2011 as the first month, the first phase is expected to be completed by June 2012 and commercial operations

expected from June 2013. Where as the increased production form 100 cubic tones a day to 450 cubic tones as day will be achieved gradually, however optimum capacity will be reached within 24 months.

The project implementation schedule is shown in form of a table hereunder: (PHASE I).

Sr. No	Activity	Completion Period
01	Company Formation, Registering with statutory authorities, like Income tax, VAT NSSF, etc., securing TIC certificate of incentive Industrial license etc.	July 2011 & August 2011
02	Site identification, purchasing the same, designing of plant layout and commencing of construction of factory shed.	August/September 2011
03	Order placement for various machineries, recruitment of key personnel.	March/April 2012
04	Installation of Machines	April/June 2012
05	Procurement of granite stones for initial trial runs as also for future.	April/June 2012
06	Commencement of Trial Runs	April 2013
07	Commencement of commercial Operations.	April/June 2013

The project implementation schedule is shown in form of a table hereunder(PHASE II)

Sr. NO.	Activity	Completion Period
01	Site Mobilization & Factory Construction	Oct. 2012 & November 2012
02	Factory Shed Complete & Plant Layout finalized for implementation.	November 2012 & December 2012
03	Order placement for various machineries, recruitment of key personnel	January 2013 & February 2013.
04	Installation of Plant & Machines	March/April 2013
05	Procurement of granite stones for initial trial runs and plant commissioning.	April/May 2013
06	Commencement of Trial Runs	May/June 2013
07	Commencement of Commercial Operations.	May/June 2013.

The second phase implementation will begin immediately after twelve months and it is expected that within a span of another nine months major expansion as envisaged will be completed. Improvements will be introduced in the next phase based on the experiences of the first phase.

11. Project Financials: -

11.01 Assumptions

- a) The rate of one US \$ is equal to T.shs 1,650/=
- b) Required labor force will be available
- c) Required permits will be granted within the limited time schedule to ensure implementation as per schedule.
- d) The first phase will be operational within a span of three months.
- e) The second phase will taken nearly 21 months to complete after the start of first year and will increase the capacity to 450 cubic tones per day.
- f) Total investment will be US \$ 5 million
- g) The project will have own finance
- h) Land will be available on lease in future as and when required.
- i) Import duty exemption and deferment of VAT will be available on import of plant and machinery.

11.02 Projected Five Years Profitability Statements

As can be seen from the enclosed projected profitability statement, the company will not earn profits in the first year where the operations are to run only for six months, however there will be cash- profits.

The company will attain a turnover of US \$ 0.62 million in first six months; will go up to US \$ 0.240 millions in the next years and from third year of operation will remain steady at US \$ 1.580 millions.

The profits will start coming from the 2nd year of operations. From the year 4 and onwards the annual profits will be in the range of US \$ 1.0 million and above. The project enjoys a payback period of 5 years.

The company will be earning gross profit @ 6% and net profit of nearly 2.5%. For a very large project, like this a net profit of 2% is quite reasonable. Government will earn lot of revenues due to such high turnover.

Selling costs have been assumed at 2% of the sales and other overheads have been assumed not to cross US \$ 50,000 a month including manpower costs.

Depreciation has been provided as per the prevailing income tax rates. Further full depreciation has been provided on assets purchased during the year. Separate schedules are attached with this report for calculation of depreciation.

11.03 Projected Five Years Balance Sheet

The enclosed balance sheet shows a very sound position of the company. The current assets ratio is in excess of 1.2 from the beginning and by the year 5 it reaches 2.

Inventory will be maintained only for a period of one week. The reason being the plant is going to be located in the close proximity of Road Constructions materials.

Creditors will be outstanding for a period of 15 days and suppliers of services will be paid at the expiry of one month.

11.04 Projected Five Years Funds Flow Statements:-

As can be seen from the appended projected funds flow statement the company will be financed by the promoter's own funds. In the initial year (2011) the investment will be of US \$ 1,700,000/= and by the year 2012 total investment of US \$ 2,650,000/= will be completed.

Operating profits will be ploughed in to the business. Once the operations are steadied from the year 2013, the annual contribution of operational profits shall be turn the tune of US \$ 900,000/=

Depending on the surplus available, promoter's loan will be re-paid. As can be seen the company shall be in a position to commence repayment or promoters' loan by the year 2006.

As the operations will grow, the net working capital requirement will also grow. As can be seen the increase in net current assets will be from US \$ 90,000/= (year 20125) to US \$ 680,000/= (year 2014).

The company assumes to maintain a positive cash balance of US \$ 25,000/= to US \$ 50,000/=.

11.05 Projected Five Years Taxation Schedule:-

The company will enjoy tax incentives as per the governing laws of the country. It will have taxable profits only from the year 2014 and will then onwards contribute to the exchequer in excess of US \$ 150,000/= in the first year and then onwards in excess of US \$ 340,000/= The company may reduce its tax burden by investing or expanding its operations and in either case the country benefits.

12. Social & Development Benefits:-

Generally it is presumed that a project for manufacture of granite stones or concretes will result into block making. Whilst this is true to a very larger extent, it should be noted that this project plans not to acquire more and more land even for manufacturing.

◆ Employment creation

As has been observed earlier this project will provide direct employment opportunities to more than 20 locals inclusive of skilled, semi- skilled and un-skilled class. One expatriate will also be employed as per the requirement of the project.

This direct employment of more than 21 individuals will generate indirect employment for more than 50 individuals. In nutshell it can be concluded that this project will have a very positive impact on the level of employment in the country and will be welcome change.

◆ Transfer of technology

This project being a manufacturing project will usher in the country technology. Although the technology is simple the advantages to the country are quite significant. The country will get the advantage of value addition due to such incoming technology. Further the country can reduce its dependence on imports for the finished products manufactured by this project. Local employees will get on-the-job training from the experts (expatriate) employed and in long run will improve the technical competence of the local population.

◆ *Contribution to the exchequer.*

This project will contribute substantially to the society in general and to the exchequer in particular. As has been observed the total turnover at 100% utilization will be in the range of US \$ 24 million. This will result into VAT outflow of substantial amounts. Besides the company will be contributing tremendously in terms of PAYE and NSSF. In addition the company will also be contributing in terms of corporate taxation from the year 2016 onwards.

◆ *Positive cascading impact on the nation's economy.*

This project will have overall positive impact on the society. It will not only save the precious foreign currency reserves of the country by producing import substitute products, and by exporting the final product, but will also generate direct employment to more than 21 individuals and will provide means of livelihood to more than 50 individuals. The cascading positive impact on the society will be too great. This project will lead to creation of national wealth. Its

contribution to the exchequer will also be quite significant in terms of NSSF, PAYE, VAT and direct taxation apart from skills and development levy.

One more advantage of this project is its location. Since it is located at Coast, which is not fully developed, will get more opportunities to commercially expand and develop. This project will thus result into regional development. This project will thus held the government to further its own objective of promoting regional development.

13. Conclusion & Recommendation:-

The foregoing write-up indicates following benefits to the country, which in turn pleads for immediate acceptance of this project as a feasible project.

- ◆ The country will get a manufacturing unit, which will add to its scarce manufacturing base. As on date the country's manufacturing base is very low with contribution of 9% to the GDP and thereby making the economy pre-dominantly agriculture oriented.
- ◆ The project will bring in latest technology in the relevant field and will ensure training or development of skilled labour force in the country. The labour force will get on -job training and will thus make them more and more competent.
- ◆ The project when implemented in full over a period of 24 months will ensure that there will be a direct flow of foreign currency in the country to the tune of US \$ 1,500,000/= which is considerable by any standard.
- ◆ It will provide cascading positive impact on the economic situation in Coast region and other neighboring regions.

There are many other benefits direct and indirect of this project and therefore we conclude that this project is feasible technically as well as economically.

**FOTH DESIGN & CONSTRUCTION LTD
INVESTMENT COST**

US\$

	FOREIGN	LOCAL	TOTAL
LAND AND BUILDING		155,000	155,000
PLANT AND MACHINERY AND EQUIPMENTS		1,965,000	1,965,000
MOTOR VEHICLE		400,000	400000
FURNITURE AND FITTING		20,000	20000
PRE-OPERATIONAL EXPENSES		10,000	10000
INITIAL WORKING CAPITAL		100,000	100000
OTHERS			0
TOTAL INVESTMENT COST		2,650,000	2,650,000

**FOTH DESIGN & CONSTRUCTION LTD
DEPRECIATION SCHEDULE**

		1	2	3	4	5	6	7	8	9	10
Land and Building	4%	21,520	21,520	21,520	21,520	21,520	21,520	21,520	21,520	21,520	21,520
Workshop Machine & Equipments	12.5	11,750	10,281	8,924	7,881	6,896	6,034	5,237	4,625	4,047	3,541
Motor vehicles	25%	496,325	496,325	496,325	496,325	496,325	496,325	496,325	496,325	496,325	496,325
Furniture & equipment	12.50%	31,250	27,343	23,926	20,935	18,318	16,028	14,025	12,272	10,738	9,395
Pre-operational expenses	20%	2,000	2,000	2,000	2,000	2,000					
		562,845	557,469	552,695	548,661	545,059	539,907	537,107	534,742	532,630	530,781

**FOTH DESIGN & CONSTRUCTION LTD
FINANCING PATTERN**

US\$

	FOREIGN	LOCAL	TOTAL
EQUITY		1,000,000	1,000,000
LOAN		1,650,000	1,650,000
TOTAL		2,650,000	2,650,000

Appendix IV

**FOTH DESIGN & CONSTRUCTION LTD
BREAK-DOWN OF VEHICLES TO BE PURCHASED**

	UNITS	PRICE USD
1 MOTOR VEHICLES		
4X4 ROAD PATROL (PICK UP)	1	
4X4 PICKUPS FOR DELIVERY	2	
MINIBUSES	1	
TRUCKS 7-18 TONES	8	
TOTAL VEHICLES TO BE PURCHASED	12	400,000

**FOTH DESIGN & CONSTRUCTION LTD
WORKING CAPITAL**

Appendix VI

(us\$000)

YEAR	Assump.	1	2	3	4	5	6	7	8	9	10
Stock											
Concretes	3 months	125	141	157	157	157	157	157	157	157	157
	essential										
	packs										
Aggregates Products	1 months	29	33	37	37	37	37	37	37	37	37
	requirement										
Utilities	2 months	8	8	8	8	8	8	8	8	8	8
Cash	1 months	12	12	12	12	12	12	12	12	12	12
		174	194	214	214	214	214	214	214	214	214
Debtors											
5% income		387	434	484	484	484	484	484	484	484	484
Creditors											
1 month overheads		32	36	40	40	40	40	40	40	40	40
Total Creditors		32	36	40	40	40	40	40	40	40	40
Net Working Capital		355	398	444	444	444	444	444	444	444	444
Charge in Working											
Capital		355	43	46							

**FOTH DESIGN & CONSTRUCTION LTD
SALARIES AND WAGES**

	NOS.	SALARY PER MONTH	SALARY PER ANNUM
Managing Director	1	250	36,000
General Manager	1	200	24,000
Public Relation Officer	1	225	10,800
Admin. Personnel & Finance Manager	1	200	18,000
Lapidary Manager	1		14,400
Marketing Manager	2		12,000
Accountant	1		14,400
Clerk/Secretaries	1		7,200
Account Clerks	2		3,600
Drivers, Watchman & Cooks	2		1,920
Equipment Operators	1		1,140
Gemmologists and Lapidarists	2		2,400
Technicians	2		2,400
Total	18		148,260
Grand wages - adds 25%			
Social Benefits			

**FOTH DESIGN & CONSTRUCTION LTD
PROJECTED PROFIT AND LOSS ACCOUNTS**

Appendix i)

	1	2	3	4	5	6	7	8	9	10
Capacity Utilisation	80	90	100							
Sales Revenue	2,640	8,716	9,685	9,685	9,685	9,685	9,685	9,685	9,685	9,685
Operating Expenses										
Overhead Expenses	887	1,352	1,501	1,501	1,501	1,501	1,501	1,501	1,501	1,501
Salaries and Wages	148	148	148	148	148	148	148	148	148	148
Total Operating Expenses	1,876	1,500	1,649	1,649	1,649	1,649	1,649	1,649	1,649	1,649
Total Operating Profit	2,741	7,216	8,036	8,036	8,036	8,036	8,036	8,036	8,036	8,036
Financial and Capital Charges										
Depreciation	563	537	553	549	545	540	537	534	533	531
Profit before Tax	4,162	6,659	7,483	7,487	7,491	7,496	7,499	7,502	7,503	7,505
Profit after Tax	2,913									
Capital Allowance	3,251	6,659	7,483	7,487	7,491	7,496	7,499	7,502	7,503	7,505
Taxation 30%	975	1,998	2,245	2,246	2,247	2,249	2,250	2,251	2,251	2,257
Profit after Tax	2,913	4,441	5,238	5,241	5,244	5,247	5,249	5,251	5,252	5,248
Profit Brought Forward	-	2,276	6,937	12,175	17,416	22,660	27,907	33,156	38,407	43,659
Total Revenue	2,913	6,937	12,175	17,416	22,660	27,907	33,156	38,407	43,659	48,907

FOTH DESIGN&CONSTRUCTION LTD
PROJECTED PROFIT CASHFLOW

	US\$000										
	0	1	2	3	4	5	6	7	8	9	10
CASH INFLOW											
Capital inflow											
Equity	2,650										
OPERATIONAL INFLOW											
Profit before Tax		6,150	6,659	7,483	7,487	7,491	7,496	7,499	7,502	7,503	7,505
Depreciation		563	557	553	549	545	540	537	534	533	531
Total Cash Inflow	2,650	6,713	7,216	8,036	8,036	8,036	8,036	8,036	8,036	8,036	8,036
CASH INFLOW											
Investment	2,650	-	-	-	-	-	-	-	-	-	-
Re-Investment	0	-	-	-	-	-	-	-	-	-	-
OUTFLOW											
Taxation	650	1,998	2,245	2,46	2,247	2,249	2,250	2,251	2,251	2,251	2,251
Increase in W/C	2000	43	46								
Total Cash Outflow	2,650	1,330	2,041	2,291	2,240	2,247	2,249	2,250	2,251	2,251	2,251
Net Cash Outflow	0	5,353	5,175	5,745	5,790	5,789	5,787	5,786	5,785	5,785	5,785
Opening Balance	-	-	5,383	10,558	16,303	22,093	27,882	33,669	39,455	45,240	51,025
Closing Balance	-	5,383	10,558	16,303	22,093	27,882	33,669	39,455	45,240	51,025	56,810



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~~ FATMA O. MOMA
(director/directors/agent of FOTH DESIGN & CONSTRUCTION LTD
(name of business enterprise) apply for registration of TIC

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 2098-5 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 ULANGA, 2098-5 Dar es Salaam
4. The Principal Officers of the Company are 1. Fatma O. Moma
2. Muryi Esien Moma
5. Auditors of the Company are to be appointed
6. The authorized share capital of the Company is Tshs./US\$ 500,000,000/-

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 2,650,000/-

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

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

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

I, Falena O. Moma of Post Office Number 10554 DAR

Es Salaam do solemnly and sincerely declare that I am a director/duly authorized agent of FOTH DESIGN & CONSTRUCTION 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..... }

[Signature]
Applicant

Before me:



.....
Commissioner for Oaths

APPLICATION SUMMARY

Company Name: FOTH DESIGN & CONSTRUCTION LTD

Certificate of Incorporation Number: 79533 Status: NEW

Certificate of Incorporation Date: 27th October 2010

Post Box: 10554

Town: DAR ES SALAAM

Sector: Manufacturing Sub-Sector: Road Aggregate

Investment Financing Plan in Million US\$/Tsh.

Foreign Equity	Local Equity	Foreign Loan	Local Loan
.....	<u>1000,000</u>	<u>1650,000</u>

Project Objectives: Establishment of a Crushing, Quarrying unit for Road Aggregates & sub base materials for Road Constructions,

Capacity: 400,000 sq

Employment: Foreign: 5 Local: 100 Total: 105

Implementation Period: 3 years

Project Location

Site/Plot/Block No.: 98

Street: Pongwe District: Bagamoyo Region: CoAST

(Attach sketch map showing project location)

Shareholders	Nationality	%
1. <u>Foth Design & Construction Ltd</u>	<u>Nigeria</u>	<u>51</u>
2. <u>Salma O. Moma</u>	<u>Tanzanian</u>	<u>29</u>
3. <u>Mwinyi E. Moma</u>	<u>Tanzania</u>	<u>10</u>
4. <u>Salma M. Gekpe</u>	<u>n</u>	<u>5</u>
5. <u>Fubaling</u>	<u>n</u>	<u>5</u>

Investment Breakdown	US\$/Tshs.M
Land/Building	155,000/-
Plant	1,965,000/-
Vehicles	400,000/-
Furniture & Fittings	20,000/-
Pre-expenses	10,000/-
Others	-
Working Capital	100,000/-
TOTAL	2,650,000/-

Contact Details:

Name: Mr. FATMA O. MOMA

Title: Managing Director

Telephone: +255 682 657 799

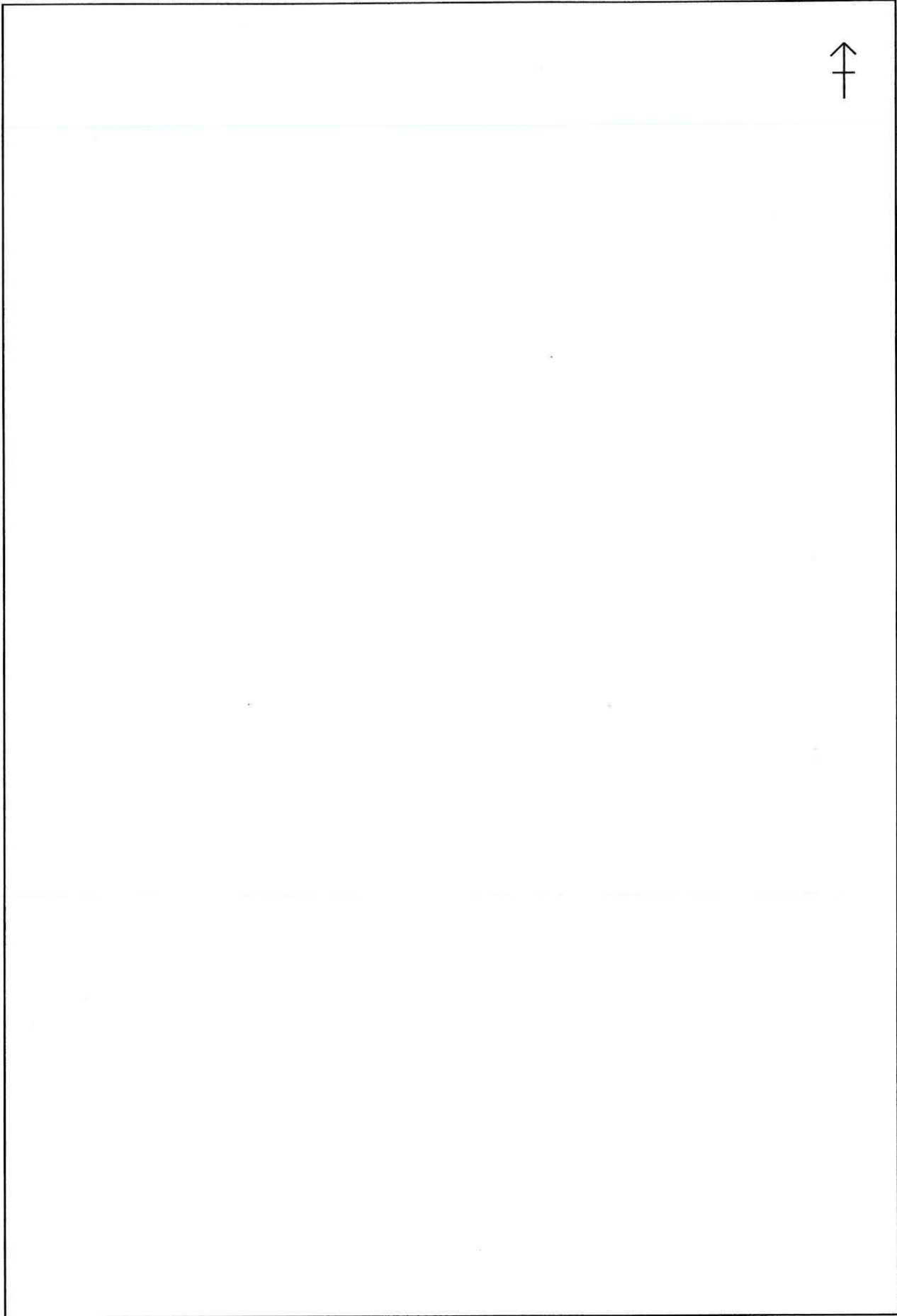
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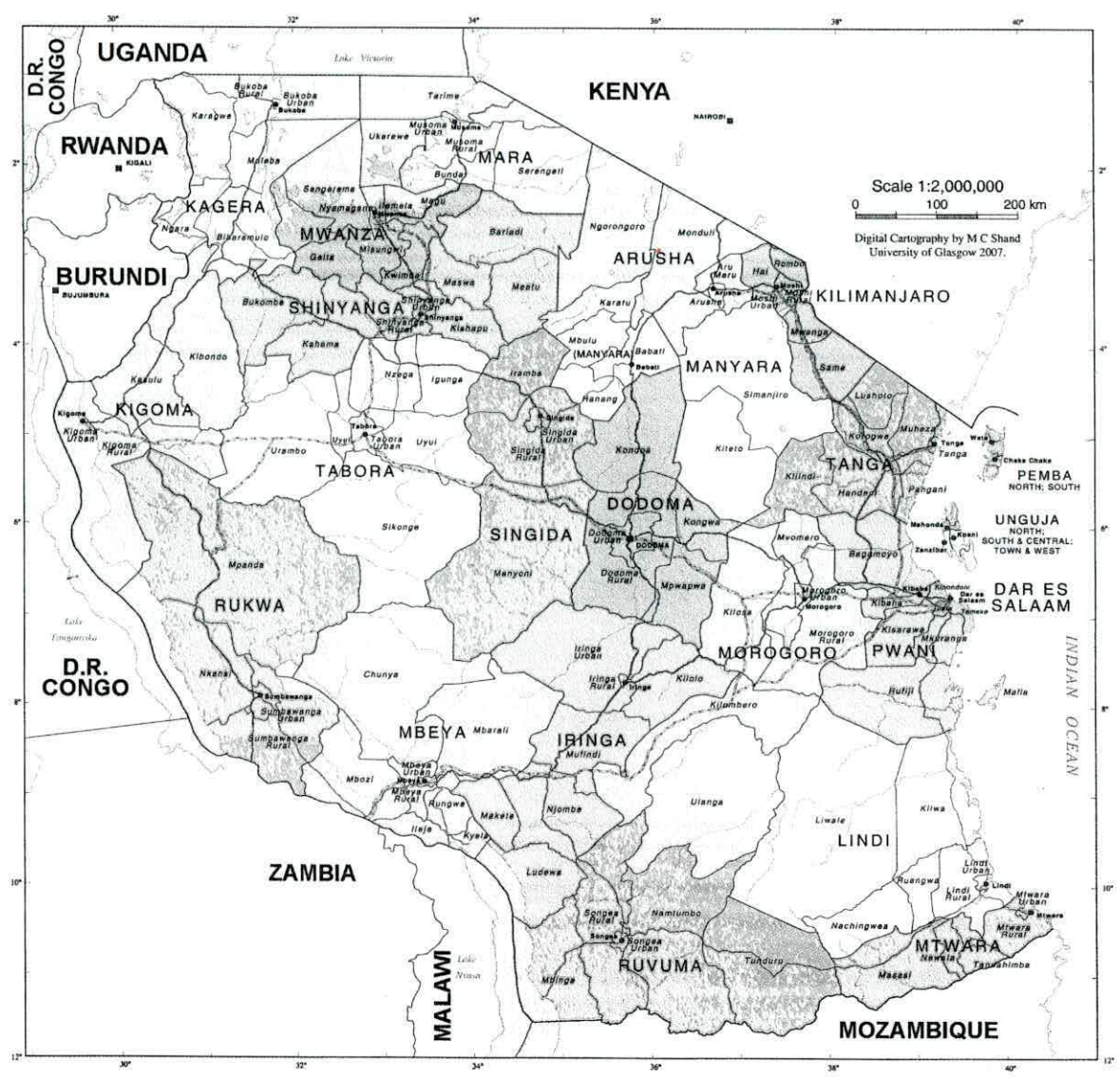
Email: fathemom@galvo.com

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

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 - (iv) Evidence of financing and evidence of land ownership for the project
3. The Head Office of the Company will be situated at UPANGA, 2098-5 Dar es Salaam
4. The Principal Officers of the Company are 1. Fatma O. Mama
2. Mursiyi Esien Mama
5. Auditors of the Company are to be appointed
6. The authorized share capital of the Company is Tshs./US\$ 500,000,000/-

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is ~~Tshs./US\$~~ 2,650,000/-
8. The month and day of the financial year end is 31st Dec

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 }
 Theday of 20..... }

[Signature]
 Applicant

Before me:



.....
 Commissioner for Oaths

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 Town: DAR ES SALAMU
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 (Attach sketch map showing project location)

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<u>4. Salma M. Gekpe</u>	<u>"</u>	<u>5</u>
<u>5. Fwaling</u>	<u>"</u>	<u>5</u>

Investment Breakdown	US\$/Tshs.M
Land/Building	155,000/-
Plant	1,965,000/-
Vehicles	400,000/-
Furniture & Fittings	20,000/-
Pre-expenses	10,000/-
Others	-
Working Capital	100,000/-
TOTAL	2,650,000/-

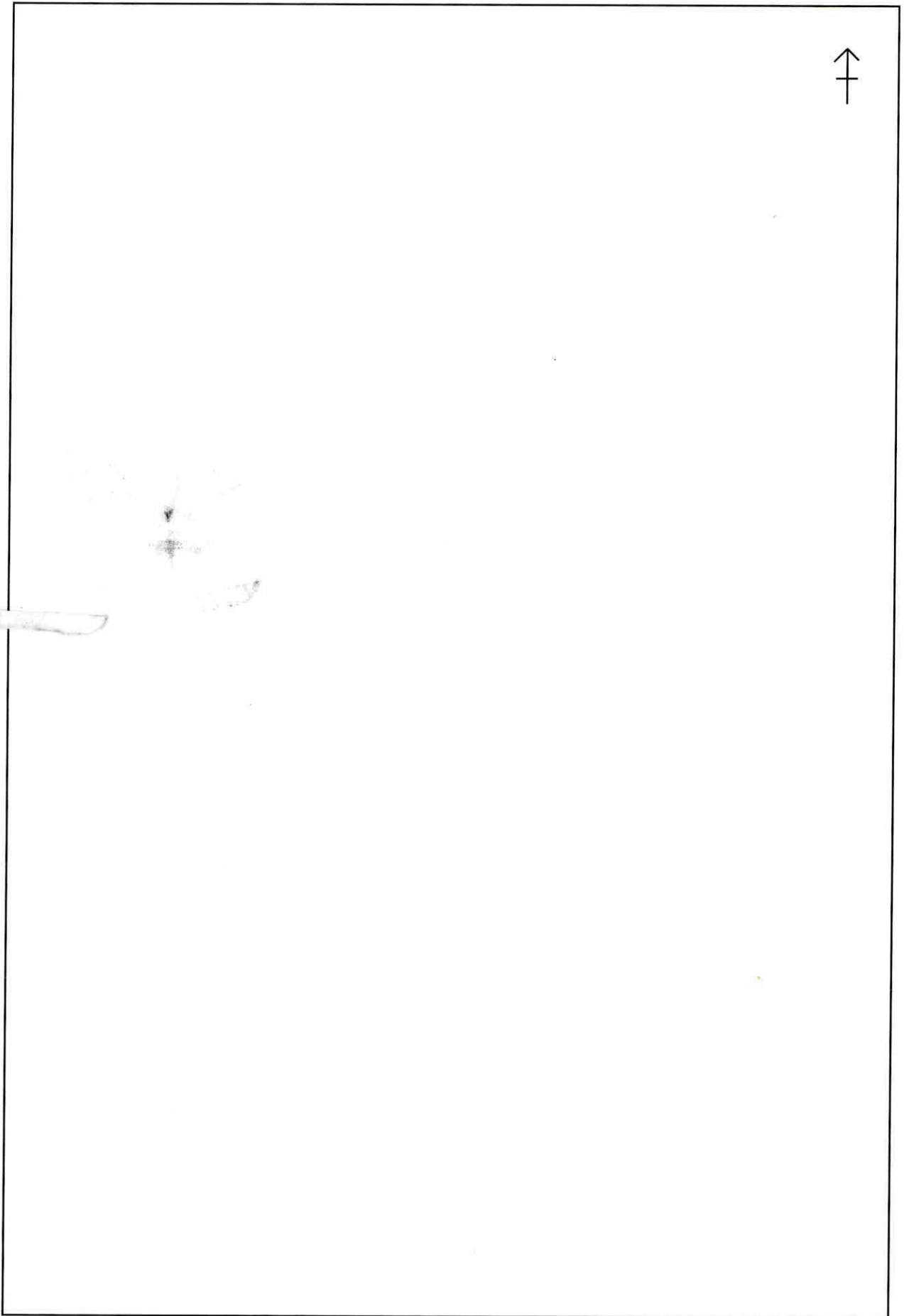
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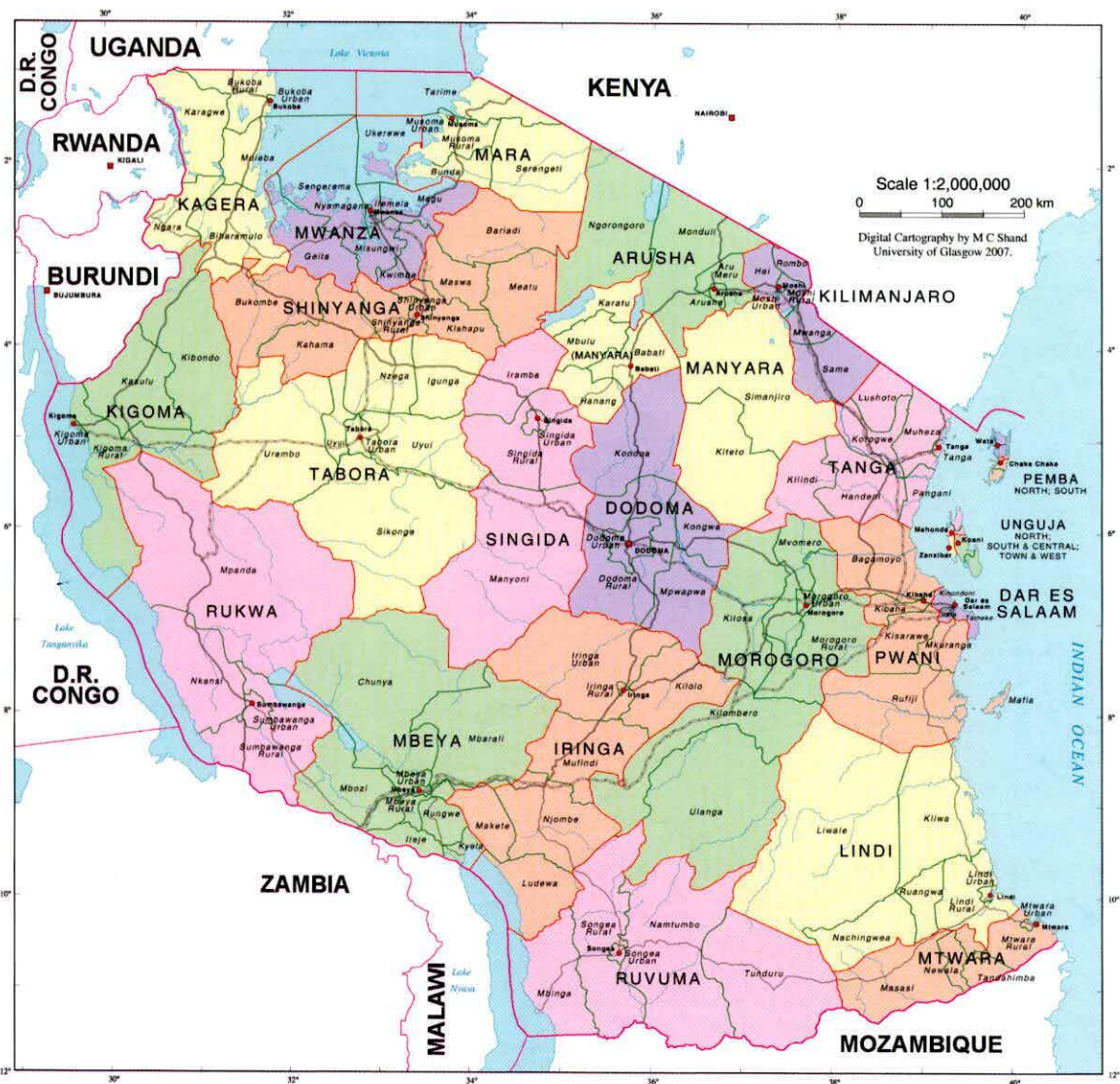
Name: Mr. FATMA O. MOMA Title: Managing Director
 Telephone: +255 682 657 799 Fax: —
 Email: fathmao@yaho.com

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







Foth Design
& CONSTRUCTION LTD

BOARD RESOLUTION

The Board of **FOTH DESIGN & CONSTRUCTION LTD**, which sat on the 20th of July, 2011 RESOLVED THAT SHAREHOLDERS of the COMPANY CONTRIBUTES ENOUGH WORKING CAPITAL IN ORDER TO FINANCE THE ESTABLISHMENT OF A QUARY PROJECT IN ORDER TO FULLY ENJOY INCENTIVES FROM TANZANIA INVESTMENT CENTRE as per INVESTMENT ACT 1997.

Arc. Fatma Othman Moma

MANAGING DIRECTOR/CEO

Barr. Rahima Nworgu

COMPANY SECRETARY

Date: 1st August, 2011

Our Ref.: INTLHSE/212744

The Executive Director,
Tanzania Investment Center
No. 9a & b Shaaban Robert Street,
P.O. Box 938
Dar es Salaam

Dear Sir/Madam,

RE: FATMA OTHMAN MOMA

The following information provided is strictly confidential for your private use only without any responsibility on the part of this Bank or its officials, and where the information has been obtained from another Bank without responsibility on their official's part.

We would like to confirm that Fatma Othman Moma is one of our customers.

We have been maintaining the account with the captioned customer for two years. The operation of the account is generally satisfactory.

Any assistance rendered to her will be highly appreciated.

Yours faithfully,



Edith Mashasi
Customer Relationship Manager

TANZANIA



Certificate of Incorporation

Section 15

No **79533**

I HEREBY CERTIFY THAT

FOTH DESIGN AND CONSTRUCTION LIMITED ==

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

Given under my hand at Dar es salaam

this **27TH** day of **OCTOBER**

TWO THOUSAND AND TEN

A handwritten signature in black ink, appearing to read 'D. J. J. J.', written over a horizontal dotted line.

Asst. Registrar of Companies

LEASE AGREEMENT

1. THIS AGREEMENT made this, Tenth date of July 2011 between M/s. ECKER COMPANY. of P.O. Box 14084 Dar es Salaam, Tanzania (hereinafter referred to as "the Lessor") of the one part and M/s FOTH DESIGN & CONSTRUCTION LIMITED of P.O. Box 38064, Dar es Salaam, Tanzania (hereinafter referred to as "the Lessee") of the other part.

2. WHEREAS the Lessor is the owner of Plot No: 98, situated at Pongwe Mjura Bagamoyo, Coast and is desirous of leasing THE Area (hereinafter referred to as the "Demised Premises") to the Lessee for a consideration of US\$ 800 (US Dollars Eight Hundred Only) per month and,

3. WHEREAS the Lessee is desirous of taking in lease the abovementioned Demised Premises for the same consideration and upon the conditions and the terms hereinafter appearing.

4. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

4.1 The period of tenancy herein referred as the "Contractual Period" shall be for TEN (10) years starting from the 1st day of July 2011 to the 30th day of June 2020 with an option for renewal following three months prior to the expiry date.

4.2 The monthly rent shall be US\$ 800 (US Dollars Eight Hundred Only) payable twelve months in advance and the receipt of the first such payment shall be signified by signing of the agreement.

5. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS

5.1 Not to assign, sublet or part with the possession of the premises or any part thereof without the written consent of the Lessor.

5.2 Not to prevent the Lessor and/or his agent with or without workmen, at reasonable time of the day, after reasonable notice to the Lessee in that respect, to enter upon the premises to examine and/or execute major repairs to the said premises under the Lessor's covenants in that behalf.

5.3 To use the premises for lawful business purposes

5.4 To keep the premises and fixtures in good state of repair

5.5 Not to make any alterations or additions to the premises without the written consent of the Lessor

5.6 Not to do anything that will invalidate the insurance policy or cause an increase of risk and premium and pay for such damages unless the Lessor is eligible for insurance compensation

5.7 Unless the lease is renewed, within three months prior to the expiry of the contractual period, to surrender vacant possession of the premises to the Lessor

5.8 Either party may terminate the lease by giving the other party three months notice in writing of the desire to do so, any time from 12 months after this lease has become effective.

5.9 If at any time during the lease the property becomes damaged by fire, not attributable to the Lessee, or by major forces and it becomes unfit for habitation/intended business, the Lessor shall afford the Lessee acceptable alternative accommodation/business premises or terminate the lease.

6. DISPUTE RESOLUTION

All the disputes arising out of the terms of this agreement shall be settled through negotiations or arbitration.

IN WITNESS WHEREOF; the parties hereto have set their respective hands on the day and the year in the manner herein below appearing:

LESSOR

SIGNED by the LESSOR, M/s.ECKER CO. on the 10th day of July 2011

NAME EDMOND ERNEST

SIGNATURE [Signature]

POSTAL ADDRESS P.O. Box 14084 DAR ES SALAAM

QUALIFICATIONS PROPERTY OWNER



LESSEE

For and on behalf of the LESSEE, FOTH DESIGN&CONSTRUCTION LIMITED

NAME Fatma O.Moma

SIGNATURE [Signature]

POSTAL ADDRESS P.O. BOX 38064 DAR ES SALAAM

QUALIFICATIONS MANAGING DIRECTOR

WITNESS

NAME _____ SIGNATURE _____

POSTAL ADDRESS _____

QUALIFICATIONS _____



[Signature]
20 July 2011



Foth Design
& CONSTRUCTION LTD

1

DATE: 29th July, 2011.

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



Dear Sir/Madam

RE: APPLICATION FOR THE TANZANIA INVESTMENT CENTRE CERTIFICATE OF INCENTIVES

We as investors in the construction industry are planning to establish a modern unit for aggregate base materials for both roads/buildings/civil Construction and Manufacturing Unit.

We are attaching herewith a Tanzania Investment Centre (TIC) form duly filled, Bank reference, Copy of Certificate of Incorporation, Memorandum and Articles of Association, evidence of Land and Board Resolution for your necessary use.

We are looking forward to receiving your earliest response.

Thank you for your kind consideration.

Yours sincerely,

For: **FOTH DESIGN & CONSTRUCTION LTD.**

Arc. Fatma Othman Moma
Managing Director/CEO





TIC Evaluation Report

Name of the Company
Foth Design And Construction Ltd.

Post Box	Pongwe, Plot No. 98, Bagamoyo	COI Number	79533	Contact	Ms. Fatma O. Moma
Post Office	10554	COI Date	27/10/2010	Designation	Managing Director
Region	Coastal Region	Application F. No	09387	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0682 657799
		Sub Sector	Building marterials	Fax	0
		File No	042083	E-Mail Address	Fotheuroasia@Yahoo.Com

Project Location		Investment Finance Plan in Millions USD											
Plot/Block	Plot No. 98	<table border="1"> <thead> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>1</td> <td>1.65</td> <td>0</td> </tr> </tbody> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	0	1	1.65	0			
Foreign Equity	Local Equity		Foreign Loan	Local Loan									
0	1		1.65	0									
Street	Pongwe												
District	Bagamoyo												
Region	Coast (Pwani)												

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.155
Floating	Tanzanian	5	Plant	1.965
Salma Maulid Gekpe	Tanzanian	5	Vehicles	0.4
Mwinyi Esien Moma	Tanzanian	10	Furniture & Fittings	0.02
Fatma O. Moma	Tanzanian	29	Pre-expenses	0.01
Foth Designe & Construction Ltd.	Nigerian	51	Others	0
			Working Capital	0.1
			Total	2.65

Employment	105	Evaluated By	wf officer4
Capacity	400,000 sq	Drawn By	wf registry1
Project Turn Over		Project Type	Mixed(Local & Foreign)

Description

To establish facility for manufacturing of road aggregates and bulding materials

Recomendations

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

Decision

Approved

Ag EXD 15/08/11

TICC/PP.10/042083/3

17th August, 2011

Managing Director,
Foth Design and Construction Ltd.,
P.O. Box 10554,
COASTAL REGION

● **RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE ESTABLISHMENT OF MANUFACTURING FACILITY FOR ROAD AGGREGATES AND BULIDNG MATERIALS**

We wish to acknowledge receipt of your project proposal to establish manufacturing manufacturing facility for road aggregates and building materials as presented in the TIC P.A. 1 Form No. 09387 and Feasibility Study with a projected investment of USD 2.65m.

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

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

TICC/PP.10/042083/3

17th August, 2011

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

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

Yours sincerely,
TANZANIA INVESTMENT CENTRE


B.D. Chonjo

FOR: EXECUTIVE DIRECTOR

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

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

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

JAMHURI YA MUUNGANO WA TANZANIA
THE UNITED REPUBLIC OF TANZANIA

TFN 614 (Rev. 8/94)

STAKABADHI YA SERIKALI

EXCHEQUER RECEIPT

37896067

1

NIMEPOKEA KWA

Received from

FOTH DESIGN

For Executive Director
Tanzania Investment Centre

KIASI
Mwali

Shs.		Cts.	
USD	=	750	=

JUMLA YA SHILINGI (Kwa majano)

The sum of Shillings (Words)

USD SEVEN HUNDRED FIFTY ONLY

NA SENTI
And Cents

KWA MALIPO YA

In respect of

CONTRIBUTION TO INVESTMENT

KWA FEDHA TASLIMU/HUNDI

NAMBA By Cash/Cheque No.

DEPOSIT 20/10/11

Kituo - Station

SAHIHI YA MPOKEA

Receiving Officer's

CHEG - Title

TAREHE + Date

Signature

[Signature]

DC

20/10/11

[Signature]

042683



(4)