




TSK SAFARI LTD

# MINUTE SHEET

Dokezo  
No.

1.0

**EXD**

Approved 10/07/13 

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

(a) Minimum finance investment threshold has been exceeded, the project expects to invest ... US\$ 5.405M .....

(b) Legal entity has been incorporated under certificate  
No. 98846 ..... of 25/04/2013 .....

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

Submitted for signature.

  
N. Senzia  
**DIF**  
27<sup>th</sup> June, 2013

2.0

**EXD**

In response to the TIC letter of registration dated 27<sup>th</sup> .....

the project has submitted the required documents namely: -

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

With the above submission EXD is requested to sign Certificate of Incentives No. 042486 ..... herein attached.

**APPROVED BY EXD**

Sign:  .....

Date: 05/08/13 .....

  
DIF

# MINUTE SHEET

Dokezo  
No.

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

1.	Shareholders	Nationality	Shareholding (%)
	<b>Du J. Zhe</b>	<b>Chinese</b>	<b>25</b>
	<b>Tan G. Moon</b>	<b>Chinese</b>	<b>37.5</b>
	<b>Siow K. Woon</b>	<b>Chinese</b>	<b>37.5</b>

2. Proposed Activities : **To establish vehicles assembling plant**

3. Sector: **Manufacturing** Subsector **Vehicle Assembly**

4. Investment cost: Foreign **USD 5.405m.** Local **-** Total **USD 5.405m.**

5. Project Financing: Equity **USD 5.404m.** Loans **-** Total **USD 5.405m.**

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

7. Assets to be invested:

Capital items: Foreign **USD 5.405m.** Local **-** Total **USD 5.405m.**

8. Technology Agreement **None**

9. Date of TIC Registration: **27th June 2013**

10. Implementation period **June 2013 - May 2016**

11. Operative date **June 2016**

12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997

- (i) Applicable Import Duty **And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997**
- (ii) Applicable with-holding Tax **As per Income Tax Act, 2004 (as amended)**
- (iii) Eligibility of Capital Allowances **As per Income Tax Act, 2004 (as amended)**

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

14. Conditions attached to this Certificate of Incentives

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

15. Additional conditions attached to Certificate

**Finished goods are not allowed under this Certificate**

Signed   
Executive Director



00220153

THE UNITED REPUBLIC OF TANZANIA

# Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042486

## This is to certify that

TSK SAFARI LIMITED

of address P.O. BOX 54277

DAR ES SALAAM

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

TSK SAFARI LIMITED

Which is located at PLOT NO. 18 BLOCK N

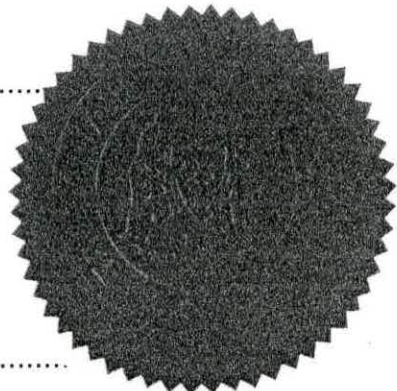
ILALA - DAR ES SALAAM

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

Executive Director

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

Dated 27th JUNE 2013



Unclaimed refund beyond three years will be forfeited



3

# TANZANIA INVESTMENT CENTRE

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

RECEIPT REC012100

No. 006230

Received from : T&K SAFARI LIMITED

Address P.O. Box 54377 Dar Es Salaam

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



Being payment in respect of CERTIFICATE OF INCENTIVES

Amount : USD 1,000.00

Cash / Cheque No. D/De 007

Date : 22-Jul-2013

Buisso

Receiving Officer





BOA TZ/DSM/13871

Date: 25<sup>th</sup> July 2013

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

Dear Sir/ Madam

Re: TSK SAFARI LIMITED

The mentioned above being customer known to us.

We declare to have known directors and share holders of this company as people of high integrity, very committed and able to manage their business operations successfully.

In this regards, we recommend them for any support/ assistance they may request from your good office in line of their business.

This information is given at customer's request in strict confidence for the purpose intended and for official use only; without any direct recourse or liability to a Bank or any of its officer

Yours faithfully;  
**BANK OF AFRICA TANZANIA LTD;**

Handwritten signature of Ally Mozy in black ink.

.....  
**Ally Mozy**  
**Asst Manager CS**

Handwritten signature of Rogathe Shoo in black ink.

.....  
**Rogathe Shoo**  
**Regional Manager**



BOA TZ/DSM/13871

Date: 25<sup>th</sup> July 2013

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

Dear Sir/ Madam

Re: TSK SAFARI LIMITED

The mentioned above being customer known to us.

We declare to have known directors and share holders of this company as people of high integrity, very committed and able to manage their business operations successfully.

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This information is given at customer's request in strict confidence for the purpose intended and for official use only; without any direct recourse or liability to a Bank or any of its officer

Yours faithfully;  
**BANK OF AFRICA TANZANIA LTD;**

A handwritten signature in black ink, appearing to read 'Ally Mozzy', written over a dotted line.

**Ally Mozzy**  
Asst Manager CS

A handwritten signature in black ink, appearing to read 'Rogathe Shoo', written over a dotted line.

**Rogathe Shoo**  
Regional Manager

TICC/PP.10/042486/3

27<sup>th</sup> June, 2013

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

Yours sincerely,

**TANZANIA INVESTMENT CENTRE**



Juliet R. Kairuki

**EXECUTIVE DIRECTOR**

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

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

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

TICC/PP.10/042486/3

27<sup>th</sup> June, 2013

Managing Director,  
TSK Safari Ltd.,  
P.O. Box 54277,  
**DAR ES SALAAM**

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE  
ESTABLISHMENT OF VEHICLES ASSEMBLING PLANT**

We wish to acknowledge receipt of your project proposal to establish vehicles assembling plant as presented in the TIC P.A. 1 Form No. 11229 and Feasibility Study with a projected investment of USD 5.405m.

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

- Bank Reference for equity funding or a letter from Bank/Financial Institution that a loan is granted or is under consideration as required by Section 17(3) (f) of Tanzania Investment Act, 1997.

You will also be required to submit to the Centre a Progress Report on the implementation of the project after every six months for our information and review. Guidelines for the preparation of the report are contained in annexure 2 also attached to this letter. Please do not hesitate to contact the Centre for any clarification if the need arises. Please also note that a facilitation fee equivalent to US\$ 1000.00 is payable at the ruling exchange rate before your Certificate of Incentives is prepared. Please make deposit direct to the bank as per bank details below:-

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



## TIC Evaluation Report

**Name of the Company**  
**Tsk Safari Ltd.**

Post Box	Plot No. 18 Block N1, Ilala District	COI Number	98846	Contact	Mr. Du J. Zhe
Post Office	54277	COI Date	25/04/2013	Designation	Director
Region	Dar Es Salaam	Application F. No	11229	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0783 999 696 Or 0713 297 879
		Sub Sector	Vehicle Assembly	Fax	0
		File No	042486	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD										
Plot/Block	Plot No. 18 Block N1	<table border="1" style="width: 100%;"> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> <tr> <td style="text-align: center;">5.404</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	5.404	0	0	0		
Foreign Equity	Local Equity		Foreign Loan	Local Loan								
5.404	0		0	0								
Street	0											
District	Ilala											
Region	Dar es Salaam											

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)		
Du J. Zhe	Chinese	25	Land/Building	1.075
Tan G. Moon	Chinese	37.5	Plant	3
Slow K. Woon	Chinese	37.5	Vehicles	0.732
			Furniture & Fittings	0.003
			Pre-expenses	0.012
			Others	0.05
			Working Capital	0.533
			<b>Total</b>	<b>5.405</b>

Employment	112	Evaluated By	,wf officer4
Capacity	xxxxx	Drawn By	wf registry1
Project Turn Over		Project Type	Foreign

**Description**

To establish vehicles assembling plant

**Recommendations**

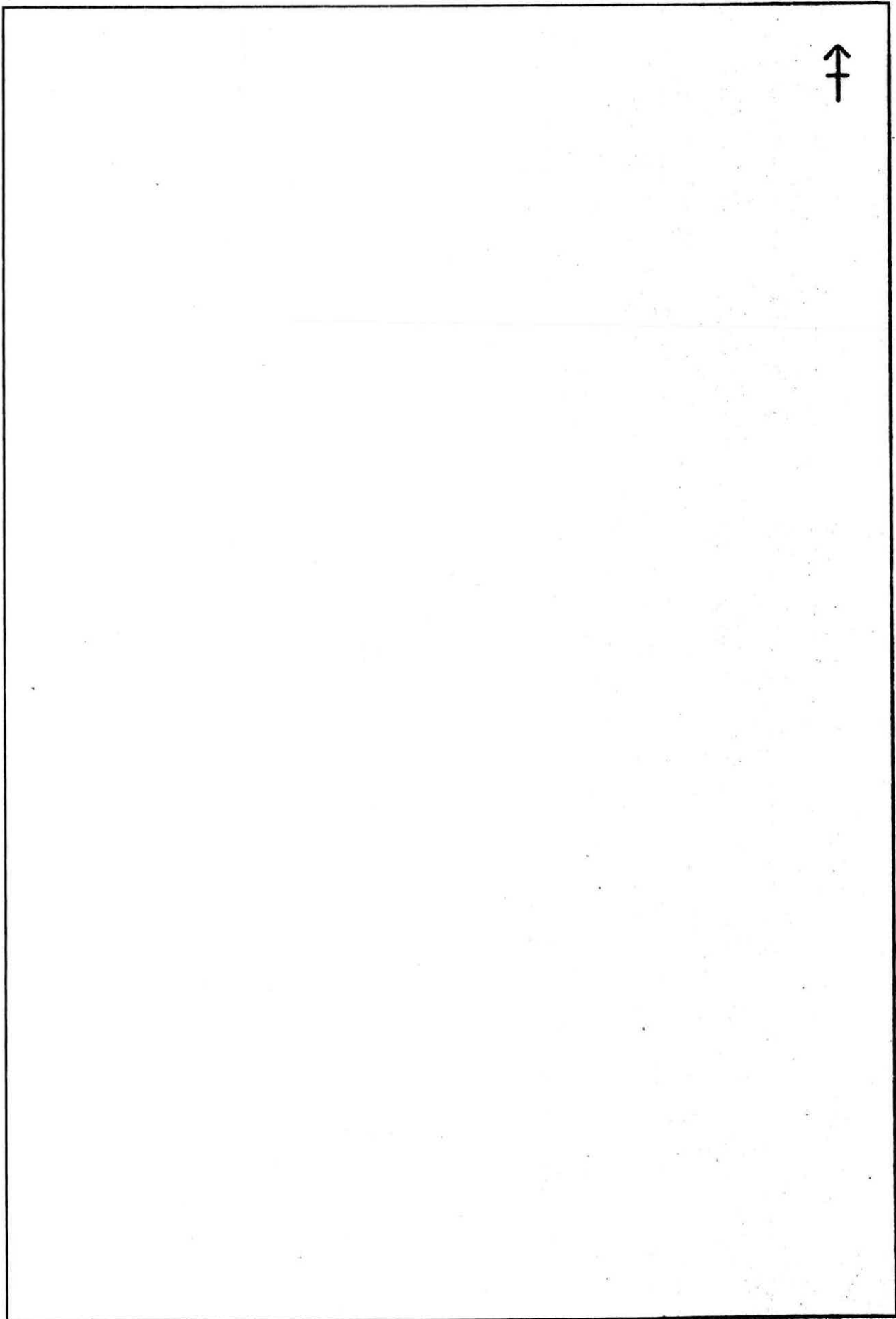
Be approved subject to providing evidence as required by section 17 of Tanzania Investmnet Act,1997

**Decision**

*27.06.13 Approved*



**SKETCH MAP SHOWING PROJECT LOCATION**



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

Land/Building	1 075' 400 . 00
Plant	3 004 579 . 76
Vehicles	732 988 . 00
Furniture & Fittings	302 . 80
Pre-expenses	12 049 . 18
Others	50 000 . 00
Working Capital	533 882 . 27
<b>TOTAL</b>	<b>5 409 202 . 01</b>

**Contact Details:**

Name: Du J. ZHE Title: DIRECTOR  
Telephone: 0783999696/0713297879 Fax: .....

Email: chumbubu@yahoo.com

**Payments to be made payable to:**

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

APPLICATION SUMMARY

Company Name: TSK SAFARI 2D

Certificate of Incorporation Number: 98876 Status: NEW

Certificate of Incorporation Date: 25/4/2013

Post Box: 54277

Town: DSM

Sector: MANUFACTURING Sub-Sector:

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity Local Equity Foreign Loan Local Loan
5.4

Project Objectives: TO ESTABLISH A VEHICLES ASSEMBLY PLANT

Capacity:

Employment: Foreign: 12 Local: 100 Total: 112

Implementation Period: 4 YRS

Project Location

Site/Plot/Block No.: 18, BL-N, 1

Street: TCA District: ILALA Region: DSM
(Attach sketch map showing project location)

Table with 3 columns: Shareholders, Nationality, %
SLOW K WONG CHINESE 37.5
IAN G MOON CHINESE 37.5
DU J. CHE CHINESE 25

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 5 409 202 01
8. The month and day of the financial year end is DECEMBER

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

I/We enclose a cheque/cash made payable to the **Tanzania Investment Centre** for Tshs./US\$

100 Being the Registration Fees. *In the event this application is unsuccessful we understand that this fee will not be refunded.*

I, D J ZHE of Post Office Number 54277 DFM

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

authorized agent of PSIK SAFARI LTD

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

Declared at Dar es Salaam }

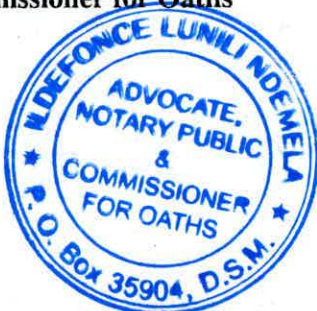
The 26<sup>th</sup> day of June 2013. }

AI 34 27  
12  
Applicant

Before me:

*[Signature]*

Commissioner for Oaths



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 DU JUN ZHE  
(director/directors/agent of ISIS SAFARI LTD  
(name of business enterprise) apply for registration of CERTIFICATE OF INCENTIVE  
under Section 17 of the Act and Part IV of the Investment Regulations, 2002.
2. The registered office of the company will be situated at PLOT 18, BLOCK N  
ILALA DSM

Copies of the following documents are attached to this application:

- (i) The Memorandum and Articles of Association/or partnership agreement
  - (ii) Certificate of Incorporation/Registration
  - (iii) A copy of the Project Profile or Feasibility Study showing the **implementation period**, programme of implementation and operative date
  - (iv) Evidence of financing and evidence of land ownership for the project
3. The Head Office of the Company will be situated at PLOT 18 BLOCK N ILALA DSM
4. The Principal Officers of the Company are SIDW KWONG WOOD  
TAN GEOK MOON  
DU JUN ZHE
5. Auditors of the Company are TO BE FOUND
6. The authorized share capital of the Company is Tshs./US\$ 9 000 000 000 / -





# **TANZANIA INVESTMENT CENTRE**

## **REGISTRATION FORM**

**FOR**

## **CERTIFICATE OF INCENTIVES**

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

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

**(Please fill the form in duplicate)**

(METIWA SAINI na KUGONGWA MHURI )  
maalum wa TRANS TSK SAFARIS ;  
Mbele yangu leo tarehe 10 Disemba 2012)

MHURI

Jina S. HASSAN, HASSAN, HASSAN,  
Sahih S. Hassan  
Sifa M. Hassan

MBELE YANGLI  
Jina Ali S. Jamal  
Sahih Ali S. Jamal  
Sifa Mwalimu



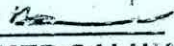
- (f) Atamruhusu Mpangishaji, mtumishi au wakala wake, kwa wakati unaofaa wakati wa mchana kwa madhumuni ya ukaguzi, kuingia katika sehemu hiyo almradi awe anampa mpangaji taarifa mapema.
- (g) Wakati wote atahakikisha eneo lote lipo katika hali ya usafi na ya kuridhisha.
- (h) Atatakiwa kutoa taarifa ya kimaandishi ya kuendelea na upangaji katika kiwanja hicho kwa mpangishaji siku sitini(60) kabla ya kumalizika kwa muda wa mkataba huu.

**4. NA MPANGISHAJI NAE ANAAHIDI KWAMBA:**

- (a) Kwa muda wote ambao Mpangaji atakuwa ametimiza masharti yatokanayo na makubalianao hayo MPANGISHAJI ataruhusu MPANGAJI kufany shughuli zake katika sehemu hiyo kwa raha bila bughudha ya aina yoyote kutoka kwa MPANGISHAJI, MWENYE KIWANJA au mtu yoyote atakaedai kwa niaba yake.
- (b) Mkataba huu ni wa miaka sita tu kwa kuondoa utata muda wa mkataba huu utamalizika tarehe 31/12/2018. Hata hivyo muda wa unaweza kuongezwa kwa kipindi kingine kwa masharti yaliyopo katika mkataba huu au masharti mengine zaidi ikiwa tu kutakuwa na makubaliano ya kimaandishi kati ya pande mbili za mkataba huu.

**KWA SHUHUDA na UTHIBITISHO** wa makubaliano haya wahusika wote wamethibitisha na kutia saini zao siku na kwa namna ifuatayo:-

IMETIWA SAINI na KUKABIDHIWA na )  
 mtajwa MOHAMED SALUM ambaye )  
 namfahamu/ametambuliwa )  
 kwangu Na..... )  
 ambae namfahamu Leo tarehe 10 )  
 DISEMBA 2012 )

  
 MOHAMED SALUM

IMETIWA SAINI na KUKABIDHIWA na )

Jina ..... )  
 Saini ..... )  
 Sifa ..... )



## **MKATABA WA UPANGAJI**

**MKATABA HUU WA UPANGAJI** unafanyika,

KATI YA

**MOHAMED SALUM** wa Ilala DAR ES SALAAM, ambaye katika mkataba huu ataitwa hapa "**MPANGISHAJI**") kwa upande mmoja.

NA



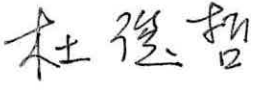
**TSK SAFARI LIMITED** wa S. L. P 54277, DAR ES SALAAM, ambaye katika mkataba huu ataitwa "**MPANGAJI**") kwa upande wa pili.

**KWAKUWA MPANGISHAJI** ni Mpangishaji halali wa kiwanja **Na. "18", Kitalu 'N'** kilichopo Ilala, Dar es Salaam, ambacho katika mkataba huu kitajulikana kama "**Kiwanja**" NA

### **MAKUBALIANO HAYA YANASHUGHUDIA KWAMBA:-**

1. **MPANGISHAJI** anakubali kupangisha **MPANGAJI** na **MPANGAJI** anakubali kupanga katika kiwanja hicho kwa kipindi cha miezi sabini na mbili (72) kuanzia tarehe 1 January 2013 hadi tarehe 31 Disemba 2018 kwa kodi ya shilingi laki nne tu (Tsh 400,000/=) kwa mwezi.
2. Siku ya kuweka saina mkataba huu **MPANGAJI** atalipa kwa **MPANGISHAJI** Shilingi za kitanzania **MILLIONI NNE NA LAKI NANE TU(4,800,000/=)** ikiwa ni kodi ya miezi kumi na mbili(12)
3. **KATIKA MKATABA HUU MPANGAJI ANAAHIDI KWAMBA:-**
  - (a). Atalipa bili za umeme na maji bila kukosa.
  - (b). Atatumia Kiwanja hicho kwa ajili ya shughuli hizo za iliyokusudiwa tu.
  - (c). Hatampangisha mtu mwingine katika sehemu hiyo.
  - (d). Hataruhusiwa kuuza kilevi cha aina yoyote.
  - (e) Hatafanya au kuacha kufanya jambo lolote ambalo kufanya kwake au kuacha kwake kutaleta maudhi kwa mpangishaji, mwenye nyumba au kwa majirani.

not done by him on behalf of the company in which judgment is given in his favor or in which he is acquitted or in which relief is granted to him by the court and he shall not be liable for any loss, damage or misfortune which may happen to or be incurred by the company in the execution of the duties of his office or in relation thereto. This Article shall however only effect has in so far as its provisions are not avoided by section 214 of the Act.

Name, Address and Description of Subscribers	Number of Shares taken By each Subscriber	Signature
1. Mr Siow Kwong Woon P.o.Box 54277 Dar es Salaam Tanzania	33,750	
2. Mr Tan Geok Moon P.o.Box 54277 Dar es Salaam Tanzania	33,750	
3. Mrs Du Jun Zhe P.o.Box 38527 Dar es Salaam Tanzania	22,500	

DATED at DAR ES SALAAM, TANZANIA this 24th day of April 2013

WITNESS TO THE ABOVE SIGNATURES:

Name.....  
 Signature.....   
 Postal Address..... 77220 Dar  
 Qualification..... ADVOCATE.....



containing the notice or document was properly addressed and put into the post office as a prepaid letter or prepaid airmail letter. Where a notice is sent by telegram, telex or fax it shall be deemed to have been served at the expiration of twenty-four hours after the time at which it was sent.

137. A notice may be given by the company to the person entitled to any share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid cover or by telegram, telex or fax addressed to him by name or by the title of representative or trustee of such deceased or bankrupt member or any like description at the address supplied for the purpose by the person claiming to be so entitled or by giving the notice in the manner in which the same would have been given if the death or bankruptcy had not occurred.

138. Notice of every general meeting shall be given in some manner authorized above to every member, to every person upon whom the ownership of a share devolves by reason of his being a personal representative or trustee in bankruptcy of a member where the member, but for his death or bankruptcy, would have been entitled to receive notice of the meeting, to the directors of the company and also to the auditors for the time being of the company.

#### **WINDING UP**

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

#### **INDEMNITY**

140. Subject to the provisions of the Act, every director, managing director, agent, auditor, secretary and other officer for the time being of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, relating to anything done or

131. The board may, from time to time, determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being directors and no member, not being a director, shall have any right of inspecting any account or book or document of the company except as conferred by statute or authorized by the directors or by the company in general meeting.
132. The directors shall from time to time, in accordance with sections 151 to 154 inclusive, 155 and 158 of the Act, cause to be prepared and to be laid before the company in general meeting such profit and loss accounts, balance sheets and reports as are referred to in those sections.
133. A copy of every balance sheet, including every document required by law to be annexed thereto, which is to be laid before the company in general meeting, together with a copy of the auditors' report, shall, not less than twenty-one days before the date of the meeting, be sent to every member of and every holder of income notes or debentures of the company.

#### **AUDIT**

134. Auditors shall be appointed and their duties regulated in accordance with sections 170, and 174-179 of the Act.

#### **NOTICES**

135. Any notice or other document may be served by the company on any member or director either personally or by sending it through the post by airmail where such service is available in prepaid letter or by telegram, telex or fax addressed to such member or director at his registered address as appearing in the register of members or the company's other records, whether such address shall be within or outside Tanzania, or by telegram, telex or fax addressed as aforesaid. In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the register of members and notice so given shall be sufficient notice to all the joint holders.
136. Where a notice or other document is sent by post it shall be deemed to have been served on the third day after the day on which it was posted, if addressed within Tanzania, and on the seventh day after the day on which it was posted if addressed outside Tanzania. In providing such service or sending, it shall be sufficient to prove that the cover

members respectively or paying up in full unissued shares, income notes or debentures of the company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportions aforesaid or partly in the one way and partly in the other and the board shall give effect to such resolution Provided that amounts standing to the credit of a share premium account or a capital redemption reserve fund may, for the purposes of this article, only be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares.

128. Whenever such a resolution as aforesaid shall have been passed the board shall make all such appropriations and application of the undivided profits, allotments and issues of fully paid shares, income notes or debentures as may be required thereby and shall do all acts and things required to give effect thereto, with full power to the board to acquire fractions or to make such provisions by the issue of fractional certificates or by payment in cash or other wise as it thinks fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively, credited as fully paid up, of any shares, income notes or debentures to which they may be entitled upon such capitalization or, as the case may require, for the payment up by the company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be affective and binding on all such member.

#### ACCOUNTS

129. The board 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.
130. The books of account shall be kept at the registered office of the company or at such other place or places in Tanzania as the board deems fit and shall always be open to the inspection of the directors.

124. With the sanction of a general meeting, any dividend may be paid wholly or in part by the distribution of specific assets and, in particular, of paid up shares or debentures of any other company or in any one or more of such ways. Where any difficulty arises in regard to such distribution, the board may settle the same as it deems expedient and, in particular, may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any member upon the footing of the value so fixed in order to adjust the rights of all members entitled to the dividends as may seem expedient to the board.
125. Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the post addressed to such holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first on the register of members in respect of the shares. Every such cheque or warrant shall, unless the holder otherwise directs, be made payable to the order of the registered holder or, in the case of joint holders, to the order of the holder whose name stands first on the register of members in respect of such shares and shall be sent at his or their risk. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the shares held by such joint holders.
126. The board may, before recommending any dividend, set aside out of the profits of the company such sum as it thinks proper as reserve which shall, at the discretion of the board, be applicable for any purpose to which the profits of the company may be properly applied and pending such application may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company or its holding company, if any) as the board may from time to time think fit. The board may also, without placing the same to reserve, carry forward any profits which it may think prudent not to divide.

#### **CAPITALISATION OF PROFITS**

127. The company in general meeting may, upon the recommendation of the board resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts or of any share premium account or of the profit and loss account or otherwise available for distribution and, accordingly, that such sum be set free for distribution among the members who would have been entitled thereto if distributed by way of dividend and in the same proportions, on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such

## SECRETARY

115. The secretary shall be appointed by the board for such term, at such remuneration and upon such conditions as it may think fit and the appointment of any secretary may be terminated by the board

## THE SEAL

116. The board shall provide for the safe custody of the seal which shall only be used by the authority of the board or a committee authorized by the board in that behalf and every instrument to which the seal shall be affixed shall be signed by a director and by the secretary or by a second director or by some other person appointed by the board for that purpose

## DIVIDENDS AND RESERVES

117. The company may, in general meeting, declare dividends but no dividend shall exceed the amount recommended by the board
118. The board may, from time to time, pay to the members such interim dividends as appear to the board to be justified by the profits of the company.
119. No dividend shall be paid otherwise than out of profits.
120. Subject to the rights of any persons entitled to shares with special rights as to dividends, all dividend shall be declared any paid according to the amounts paid up on the shares in respect whereof the dividends are declared but no amount period or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share. A dividend shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid but, if any share be issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.
121. The board may deduct from any dividend payable on a share any sums of money presently payable, by the person to who the dividend is payable, to the company on account of calls or otherwise.
122. The board may retain any dividend or other money payable on or in respect of a share 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.
123. No dividend shall bear interest against the company.

109. The meetings and proceedings of any committee consisting of two or more persons shall be governed by the provisions herein contained for regulating the meetings and proceedings of the board so far as the same are applicable and are not superseded by any regulations imposed by the board under the last preceding articles.
110. A resolution in writing signed or approved by letter, e-mail or fax by all the directors or by all the members of a committee shall be as valid and effectual as a resolution passed at a meeting of the board or, as the case may be, of such committee duly called and constituted. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the directors or members of the committee concerned.
111. All acts done by the board or any committee or by any person acting as a director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any director or person acting as aforesaid or that he or any director or member of such committee had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and had continued to be a director or member of such committee and to be entitled to vote.

#### **MANAGING DIRECTOR**

112. The board may from time to time appoint one or more of its body to the office of managing director for such period and upon such terms as it thinks fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. The appointment of a director holding such office shall (without prejudice to any claim he may have for damages for breach of any contract of service between him and the company) be a factor to be determined if he ceases from any cause to be a director.
113. A managing director shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the board may determine and either in addition to or in lieu of his remuneration as a director.
114. The board may entrust to and confer upon a Managing director any of the powers exercisable by it, other than the powers to borrow money, charge the property and assets of the company and pay dividends, upon such terms and conditions and with such restrictions as it thinks fit and either collaterally with or to the exclusion of its own powers and may from time to time, subject to the terms of any agreement entered into in any particular case, revoke, withdraw, alter or vary all or any of such powers.

may establish and maintain or concur with such holding or subsidiary company ( if any ) as aforesaid in establishing and maintaining any schemes or funds for providing such benefits as aforesaid and may pay out of the funds of the company any premiums, contributions or sums, payable by the company under the provisions of any such scheme or fund.

#### PROCEEDING OF THE BOARD.

103. The board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes, the chairman of the meeting shall have a second or casting vote. The secretary, on the instructions of the chairman or on the requisition of a director, shall at any time summon a board meeting. At least seven day's notice (inclusive of the date of service and the date of meeting) of all board meetings shall, unless waived by all directors, be given in manner hereinafter mentioned to all directors and alternates
104. The quorum necessary for the transaction of the business of the board shall be two directors present either personally or by alternate, provided that one person whether a director or not, although a duly appointed alternate for any number of directors, shall not constitute a quorum.
105. The continuing directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the minimum number fixed by these articles as the necessary quorum for board meetings, the continuing directors may act for the purposes of increasing the number of directors to that number or of summoning a general meeting of the company but not for any other purpose.
106. The board may elect a chairman and deputy chairman of its meetings and determine the periods for which they, respectively, are to hold office. If no such chairman or deputy chairman is elected or if at any meeting neither the chairman nor the deputy chairman is 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.
107. A meeting of the board at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the board.
108. The board may form committees of its members or consisting of one or more of its members and others and may delegate any of its powers to any such committee. Any committee so formed shall, in the exercise of the powers so delegate, conform to any regulation that may be imposed on it by the board.

and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit and the board may remove any person so appointed any may annul or vary any such delegation but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

97. The board may, by power of attorney, appoint any person or any fluctuating body of persons, whether nominated directly or indirectly by the board, to be the attorney of the company for such purposes and with such powers, authorities and discretions, not exceeding those vested in or exercisable by he board under these articles, and for such period and subject to such conditions as it may think fit. Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the board may think fit and may also authorize any such attorney to sub – delegate all or any of the powers authorities and discretions vested in him.
98. The company may establish and maintain an official seal for use outside Tanzania as shall be decided by the board.
99. The company may exercise the power conferred by section 124 of the Act with regard to the keeping of a branch register and the board may, make and vary such regulations as it may think fit regarding the keeping of any such branch register.
100. All cheques, promissory notes, drafts, bills of exchange and other negotiable and transferable instrument and all receipts for moneys paid to the company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the board shall form time to time determine.
101. The board shall cause Minutes to be made, in books provided for the purposes, recording, in respect of every meeting of the company of the board and of committees formed by the board, the names of all person present and all resolutions and proceedings at such meeting. The minutes of every such meeting shall be read at the next meeting of the company, of the board or of the committee, as the case may be, and, after being amended or corrected, if necessary, and approved by the meeting, shall be signed by the chairman of the meeting and, once so signed, shall be prima facie evidence of the matters stated therein.
102. The board may grant pensions, annuities, gratuities or other allowances on death, sickness, disability or retirement to any person who is or has been employed by or in the service of the company or of its holding company or any subsidiary company of the company or to any person who is or has been a director or other officer of the company or of its holding company or any such subsidiary company and to the widow, family or dependants of any such person, The board

91. A director may hold office as a director or manager of or be otherwise interested in any other company or any corporation in which the company is in any way interested and shall not, unless otherwise agreed, be liable to account to the company for any remuneration or other benefits receivable by him from such other company or such corporation.
92. A director may hold any other office or place of profit under the company, except that of auditor, in conjunction with his office of director and on such terms as to remuneration and otherwise as the Board shall arrange
93. A director may act by himself or his firm in a professional capacity for the company, except as auditor of the company, and he or his firm shall be entitled to remuneration for professional services as if he were not a director.

#### **POWER AND DUTIES OF THE BOARD**

94. The board may exercise all the powers of the company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue income notes, bonds, debentures and other securities.
95. The business of the company shall be managed by the board which may pay all such expenses of any preliminary and incidental to the promotion, formation, establishment and registration the company as it thinks fit and may exercise all such powers of the company as are not by the Act or by these Articles required to be exercised by the company in general meeting (subject nevertheless to the provisions of these Articles and of the Act) and to such regulations being not inconsistent with such provisions as may be prescribed by the company in general meeting but no regulation made by the company in general meeting shall invalidate any prior act of the board 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 board by any other Article.
96. The board may establish any local boards for managing any of the affairs of the company, ether in Tanzania or elsewhere, and my appoint any persons to be members of such local boards or managers or agents and may fix their remuneration and may delegate to any local board, manger or agent any of the powers, authorities and discretions vested in the board, with power to sub-delegate, and may authorize the members of any local board or any of them to fill any vacancies therein

so that the total number of directors shall not at any time exceed the maximum number fixed by or in accordance with these /Articles.

89. The company may, by ordinary resolution, appoint another person in place of a director who has vacated office as such under Articles 87 and, without prejudice to the powers of the directors under article 88, the company may, by ordinary resolution, appoint any person to be a director either to fill a casual vacancy or as an additional director.

#### **DIRECTORS' CONTRACTS**

90. A director may contract with and be interested in any way, whether directly or indirectly, in any actual or proposed contract or arrangement with the Company, either as vendor, purchaser or otherwise, and shall not be liable to account for any profit made by him by reason of any such contract or arrangement, provided that the nature of the interest of the Director in such contract or arrangement, is declared at the meeting of the board 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 board held after he become interested and it shall be the duty of the Director so to declare his interest. No Director shall vote as a Director so to declare his interest. No director shall vote as a director in respect of any contract or arrangement in which he is interested and, if he does vote, his all not be counted but he shall, nevertheless, be counted in the quorum present at the meeting. These prohibitions may, at any time, be suspended or relaxed, to any extent, by the company in General Meeting and they shall not apply.

- (a) to any arrangement for giving a director any security for advances or by way of indemnity or to any allotment to or any contract or arrangement for the underwriting or subscription by a director of shares or securities of the company; or
- (b) to any contract or dealing in which the director is interested by reason only of his being a director or other officer, employee or nominee of any government or corporation or company which, being a member of the company or holding shares in a corporation or company which is a member of the company, is interested in such contract or dealing whether directly or indirectly and this exception shall not cease to have effect merely by reason of the fact that the director is also a shareholder or creditor of any such government, corporation or company or of any corporation company in which it is interested.

For the purpose of this Article, a general notice given to the board by a director at any meeting of the board to the effect that he is a member of a specified corporation, company or firm and is to be regarded as interested in any contract which may, after the date of the notice, be made with that corporation, company or fir, shall be deemed to be a sufficient declaration of interest in relation to any contract so made.

83. A director need not be a shareholder but shall be entitled to receive notice of and to attend and speak at all General meetings of the company or at any separate meeting of the holders of any class of shares of the company.
84. Any director may appoint another director or any other person who is approved by the directors to be his alternate to act in his place at any meetings of the board at which he is unable to be present. Such appointee shall be entitled, in the absence of his appointer, to exercise all the rights and powers of a director and to attend and vote at meetings of the board at which his appointer is not personally present and, where he is a director, to have a separate vote on behalf of his appointer in addition to his own vote. A director may, at any time, revoke the appointment of an alternate appointed by him. The appointment of an alternate shall be revoked, ipso facto, if his appointer ceases for any reason to be a director every appointment and revocation under this article shall be effected by notice in writing under the hand of the appointer served on the company and on such alternate.
85. The remuneration of an alternate shall be payable out of the remuneration of his appointer and shall be such proportion thereof as shall be agreed between them.
86. An alternate whose appointer is a member of the company shall, in the absence of a direction to the contrary in the instrument appointing him, be entitled to receive notice of and to vote at general meetings of the company as if he had been appointed a proxy of his appointer under the provisions of these articles
87. A director shall vacate office as such if.
- (a) he is removed from office pursuant to a special resolution of the company in general meeting;
  - (b) he ceases to be a director by virtue of section 191(3) of the Act;
  - (c) he becomes bankrupt or makes an arrangement or composition with his creditors generally
  - (d) He becomes prohibited from being a director by reason of any order made under section 382, 383 and 384 of the Act
  - (e) He becomes of unsound mind
  - (f) He fails, without reasonable cause and without the consent of the board, to attend three consecutive meetings of the board and the board resolves that, by reason of such failure, he shall cease to be a director, or
  - (g) He resigns his office by notice in writing to the company.
88. The board may, at any time and from time to time, appoint a person to be a director to fill a casual vacancy or as an addition to the board but

78. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument of proxy or of the authority under which it was executed or the transfer of the share in respect of which the instrument of proxy was give, if no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company before the commencement of the meeting or adjourned meeting or the taking of the poll at which the instrument of proxy is used.
79. Any corporation which is a member of the company may, by resolution of its directors or other governing body or by notification in writing under the hand of some officers of such corporation duly authorized in that behalf, authorize such person as it thinks fit to act s its representative at any meeting of the company or of the holders of any class of shares of the company and the person so authorized shall be entitled to exercise the same powers ob behalf of the corporation which he represents as that corporation could exercises if it were an individual member of the company

#### DIRECTORS

80. The number of directors shall be not less than two and, unless and until otherwise determined by the company in general meeting shall not exceed seven. The first Directors shall be.
1. Mr Siow Kwong Woon
  2. Mr Tan Geok Moon.
  3. Mrs Du Jun Zhe
81. The directors, other than those whose remuneration is determined by agreement between them and the company, shall be entitled to such remuneration for their services as the company may, from time to time, in general meeting determine and such remuneration shall be divided among the directors in such proportion and manner as they may determine or, failing such determination, equally, except that in such event any director holding office for less than a year shall only rank in such division in proportion to the period during which he has held offices during such year. The directors shall also be entitled to be reimbursed by the company in respect of their traveling, hotel and incidental expenses reasonably incurred while engaged on the business of the company
82. Any director who by request, performs special or extraordinary services or goes or resides abroad on behalf of the company, may be paid such extra remuneration, whether by way of lump sum, salary, commission percentage of profits or otherwise, as the Board may determine.

72. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian appointed by that court, and any such committee or other legal guardian may, on a poll, vote by proxy.
73. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the Meeting whose decision shall be final and conclusive.
74. 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 its common seal or under the hand of an officer or duly authorized attorney of such corporation. A proxy need not be a member of the company but shall be entitled to the same right to address a meeting as the member appointing him.
75. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a naturally certified copy of that power or authority shall be deposited at the registered office of the company or at such other place in Tanzania as may be specified for that purpose in the notice convening the meeting not less than twenty four hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of poll, the time appointed for the taking of the poll and, in default, the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
76. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit.  
 I/We ..... of  
 ..... being a member/members of  
 the above-named company, hereby appoint.....of  
 .....of.....as my/our  
 proxy to vote for me/us on my/our behalf at the Annual/Extraordinary  
 General Meeting of the Company to be held on the .....day of  
 .....20.... and any adjournment thereof.  
 Signed this..... day of .....20.....
- This form is to be used \* in favor of / against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit.
77. The instrument appointing a proxy shall be deemed to confer authority to demand a poll.

65. On a poll votes may be given personally or by proxy or by attorney or by a representative of a corporation appointed in accordance with Article 79.
66. In the case of an equality of votes, either on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.
67. If any vote shall be counted which ought not to have been counted or might have been rejected, the error shall not vitiate the resolution unless it is pointed out at the same meeting and not, in that case unless it shall, in the opinion of the chairman of the meeting, be of sufficient magnitude to vitiate the resolution,
68. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and voted at general meetings, or, being corporations, by their representatives appointed in accordance with Article 79, shall be as valid and effective as if the same had been passed at a General Meeting of the company duly convened and held. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Members or by their representatives as aforesaid.

#### **VOTES OF MEMBERS**

69. Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held, on a show of hands every members who is present in person or by proxy or, being a corporation is present by a representative appointed in accordance with Article 79 shall have one vote, On a poll every member shall have one vote for each share of which he is the holder
70. No member shall be entitled to be present at any general meeting or to vote on any question, either personally or by proxy or by a representative appointed in accordance with article 79 at any general meeting or on a poll or to be reckoned in a quorum whilst any call or other sum shall be due and payable to the company in respect of any of the shares held by him, whether alone or jointly with any other person.
71. 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.

adjourned to the same day in the next week at the same time and place and if, at such adjourned meeting, a quorum is not present within thirty minutes after the time appointed for the meeting, the meeting shall be dissolved.

59. The chairman, if any or in his absence, the Deputy-Chairman, if any, of the Board shall preside at every general meeting. If there is no such chairman or deputy-chairman or if, at any meeting, neither is present within fifteen minutes after the time appointed for the same or if neither is willing to act as chairman, the Members, present shall choose some member present to be chairman of the meeting.
60. The chairman of any meeting at which a quorum is present may, with the consent of the Meeting and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place as the meeting determines but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner 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 a adjourned meeting.
61. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll is demanded by the chairman of the meeting or by any member present in person or by proxy or, in the case of a corporation, represented in accordance with Article 79. Unless a poll is so demanded, a declaration by the chairman of the meeting that a resolution has, on a show of hands been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book containing the minutes of the proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor.
62. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place and in such manner as the chairman of the meeting shall direct.
63. If a poll has been duly demanded, the result of the poll shall be deemed to be a resolution of the Meeting at which the poll was demanded.
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 a poll has been demanded and such demand may be withdrawn at any time

manner, as nearly as possible as that in which meetings may be convened by the Board

### **NOTICE OF GENERAL MEETINGS**

53. Every general meeting shall be called by at least twenty one days, notice in writing (exclusive of the day on which it is served or deemed to be served and of the day for which it is given). The notice shall specify the place, the date and the time of such general meeting and, in case of special business, the nature of that business and shall be given, in manner hereinafter mentioned or any such other manner, if any, as may be prescribed by the company in general meeting, to such persons as are, under these articles, entitled to receive such notices from the company. Provided that a meeting may be called by shorter notice, than that specified in this article if so agreed by all the members of the company.
54. In every notice calling a meeting there shall appear, with reasonable prominence, a statement that a member entitled to attend and vote thereat is entitled to appoint one or more proxies to attend and vote in his stead and that a proxy need not be a member.
55. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive Such notice shall not invalidate the proceedings at that meeting

### **PROCEEDING AT GENERAL MEETINGS**

56. All business shall be deemed special that is transacted at a Extraordinary general meeting and also all business that is transacted at an Annual General Meeting with the exception of the declaration of dividends, the consideration of the accounts and balance sheets, and any other documents accompanying or annexed thereto, the reports of the Directors and Auditors, the election of Directors the appointment of Auditors and the fixing of the remuneration of the Directors and Auditors.
57. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as otherwise provided by these Articles, two Members present in person or by proxy or by attorney or, in the case of a corporation, represented in accordance with Articles 79 shall be a quorum, provided that one member holding the proxies of two more members shall not constitute a quorum.
58. If, within thirty minutes after the time appointed for the meeting a quorum is not presents, the meting, if convened on the requisition of members, shall be dissolved. In any other case, it shall stand

### **INCREASE OF CAPITAL**

48. The company may from time to time, by ordinary resolution, increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.

### **ALTERATION OF CAPITAL**

49. The company may, from time to time, by ordinary resolution;
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
  - (b) Sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of section 64(1) (d) of the Act;
  - (c) Cancel any shares which, at the date of the passing of the resolution have not been issued or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

### **REDUCTION OF CAPITAL**

50. The company may from time to time, by special resolution, reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with and subject to any incident authorized and consent required by law.

### **GENERAL MEETINGS**

51. The company shall, in each year, hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one annual general meeting of the company and that of the next. Annual and other general meetings shall be held at such times and places as the Board shall appoint. All general meetings, other than annual general meetings, shall be called extraordinary general meetings.
52. The Board may, wherever it thinks fit, convene an Extraordinary general meetings and extraordinary general meetings shall also be convened on such requisition or, in default, may be convened by such requisitions as is provided by section 134(2)(b) of the Act. If at any time, there are not within Tanzania sufficient Directors capable of acting to form a quorum, any director or any two members of the company may convene, an extraordinary general meeting in the same

installment is payable will be liable to be forfeited. The Board may accept the surrender of any shares liable to be forfeited hereunder and in such case, references herein to forfeiture shall include surrender.

43. If the requirements of any such notice are not complied with, any shares in respect of which such notice has been given may, at any time after the date specified therein, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
44. When any shares have been forfeited, notice of the forfeiture shall forthwith be given to the holder of the shares or, as the case may be, to the person entitled to the shares by reason of the death or bankruptcy of the holder but no forfeiture shall be invalidated by any omission or neglect to give such notice as aforesaid.
45. Forfeited shares shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of upon such terms and in such manner as the Board may think fit but, at any time before a sale, re allotment or other disposition, the forfeiture may be cancelled on such terms as the Board may determine.
46. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but shall, not with standing, remain liable to pay to the company all moneys which, at the date of forfeiture, were presently payable by him to the company in respect of the shares together with interest thereon, from and including the date of forfeiture to and including the date of payment, at such rate, not exceeding fifteen per cent per annum, as the Board may determine.
47. A statutory declaration that the declarant is a Director or the secretary of the Company and that shares have been duly forfeited on a date sated in the declaration shall be conclusive evidence of the facts stated therein as against all persons claiming to be entitled to the shares. The company may receive the consideration, if any, given on the sale, re-allotment or disposition of the shares and, in the case of sale, may appoint some person to execute a transfer thereof to the purchaser who, or, as the case may be, the person to whom the shares are re allotted or otherwise disposed of shall be registered as the holder thereof and shall not be bound to see to the application of the consideration (if any). And whose title to the shares shall not be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposition of the shares.

## TRANSMISSION OF SHARES

38. In the 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, Provided that nothing herein contained shall release the estate of a deceased Member from any liability in respect of any share solely or jointly held by him.
39. Any person becoming entitle to a shaē in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the Board, have the right either to be registered as a member in respect of the share or, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made but the Board shall, either case, have the same right to refuse or suspend registration as it would have had in the case of a transfer hare by the deceased or bankrupt person before the death or bankruptcy.
40. A Person becoming entitle to a share by reason of the death or bankruptcy of the holder shall be entitled if he were the registered holder of the share except that he shall not, before being registered as the holder of the share, be entitled in respect of it to exercise any right conferred by membership in relation to General meetings of the Company. Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share and, if the notice is not complied with within three months after the date of service thereof, the Board may, thereafter, withhold payment of all dividends and other moneys payable in respect of the share until compliance with the notice has been effected.

## FORFEITURE OF SHARES

41. If a Member fails to pay any call or installment of a call on the day appointed for payment thereof the Board may, at any time thereafter while any part of such call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid together with any interest which may have accrued and all expenses that may have been incurred by the company by reason of such non-payment.
42. The notice shall specify a date, not less than fourteen days from the date of service of the notice, on or before which and the place where the payment required by the notice is to be made and shall state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made or

34. The Board may refuse to register any transfer of shares to a person of whom it does not approve. The Board may also refuse to register a transfer of shares:
- (a) the registration of which would cause the number of Members to exceed the maximum permitted by Article 4;
  - (b) on which the company has a lien;
  - (c) unless a fee of such amount, not exceeding shilling one hundred (shs100) as the Board may from time to time prescribed, is paid to the company in respect thereof
  - (d) unless the instrument of transfer is accompanied by the certificate for the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer, and
  - (e) unless the instrument of transfer is in respect of only one class of share
35. If the Board refuses to register a transfer it shall, within sixty days after the date on which the instrument of transfer was lodged with the company, send to the transferee notice of the refusal.
36. The registration of transfers may be suspended at such time and for such periods as the Board may from time to time determine, provided always that such registration shall not be suspended for more than thirty days in any year.
37. The company shall be entitled to charge a fee of such amount, not exceeding shillings one hundred (shs.100) as the Board may from time to time prescribe, on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney or other instrument relating to or affecting the title to any share.

- (h) If any purchaser fails to complete the purchase of any shares as specified in an allocation notice, he shall be deemed to have forfeited his right to those shares which shall then be re-allocated by the Board to the applicants (other than any defaulting purchaser) in accordance with paragraph (f). If, in any such case, the transfer notice was subject to the condition that all the shares be sold, completion of the sale of all the shares shall be deferred until such time as may be specified in the notice of re-allocation.
- (i) During the six months following the expiry of the period of twenty-one days referred to in paragraph (e), the vendor shall, subject nevertheless to the provisions of Article, 34, be at liberty to transfer to any person and at any price (not being less than the price fixed under this Article) any shares not allocated by the Board in an allocation notice provided that, if the vendor stipulated in his transfer notice that, unless all the shares were sold pursuant to this Article, none should be sold, the vendor shall not be entitled, save with the written consent of all the other Members of the company, to sell only some of the shares.
- (j) Time shall be of the essence for all purposes of this Article.

33. The rights of pre-emption conferred in Article 32 shall not apply to:

- (a) any transfer approved in writing by all the Members;
- (b) any transfer by a Member to the spouse, child or remoter issue, brother, sister or parent of that Member;
- (c) any transfer by the personal representative of deceased Member to the widow, widower, child or remoter issue, brother, sister or parent of that deceased Member;
- (d) any transfer by the trustees, executors or administrators of a deceased Member to new trustees, executors or administrators upon any change thereof;
- (e) any transfer by a corporate member to a n associated company (that is to say the holding company or any subsidiary of such corporate member and any other subsidiary of such holding company); or
- (f) any transfer by a corporate member to a company formed to acquire the whole or a substantial part of the undertaking and assets of such corporate member as part of a scheme of amalgamation or reconstruction.

so approve, at the price which the auditor of the company for the time being shall certify in writing to be, in his opinion, the fair value of the shares as between a willing seller and a willing buyer.

- (c) Within thirty days of service of a transfer notice, the Board shall either approve the proposed price for the shares and give notice to each Member in accordance with paragraph (e) or require the auditor to certify the fair value of the Shares.
- (d) If an auditor's certificate is required, the Company shall, immediately upon receipt, serve a copy of the certificate on the Vendor and require the Vendor within thirty days of the service upon him of the certificate, to approve or reject the value certified by the auditor as the price for the shares and to confirm or cancel the company's authority to sell the shares. The cost of obtaining the certificate shall be borne by the company unless the Vendor shall cancel the sale, in which case, he shall bear the cost.
- (e) Within seven days of approval of the price for the shares by the Board or the Vendor (as the case may be) the company shall give notice in writing to all the members other than the Vendor informing them of the number and price for the shares and inviting each of them to apply in writing to the company within twenty-one days of the date of service of the notice for all or any of the shares.
- (f) Within seven days of the expiry of the period fixed for receipt of applications for the shares, the Board shall allocate the shares (or, unless the transfer notice contains a condition to the contrary, so many of them as may be applied for) to or amongst the applicants and, in case of competition, pro rata ( as nearly as possible ) to the number of shares in the company of which they are registered or unconditionally entitled to be registered as holders; Provided that no applicant shall be allocated more than the maximum number of shares specified in his application. Within seven days of the allocation, the company shall give notice of the allocations ( "allocation notice" ) to the Vendor and the applicant Members specifying the place and time (being not earlier than fourteen and not later than twenty-eight days after the date of the notice) at which the sale of the shares so allocated shall be completed.
- (g) The Vendor shall be bound to transfer the shares comprised in an allocation notice as specified in the notice and, if he shall fail to do so, the chairman of the company or some other person appointed by the Board shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the vendor, transfers of the share to the purchasers against payment of the price to the company. The company shall forthwith pay the price into a separate bank account in the company's name and shall hold the price in trust for the Vendor.

per cent per annum, as the Board may determine but the Board may waive payment of such interest wholly or in part.

28. Any sum which, by the terms of issue of a share, becomes payable on allotment or on any fixed date, whether on account of the nominal amount of the share or by way of premium, shall for all the purposes of these Articles be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable and, in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
29. The Board may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
30. The Board may, if it think fit, receive from any Member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may, until the same would, but for such advance, become presently payable, pay interest at such rate, not exceeding fifteen per cent per annum, as may be agreed upon between the Board and the Member paying such sum in advance.

#### **TRANSFER OF SHARES**

31. The transfer of any share in the company shall be in writing in any usually or common form and shall be signed by the transferor and the transferee. The transferee 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. All instruments of transfer, when registered, shall be retained by the Company.
32. Subject to the provisions of this Articles 32 no share in the company shall be transferred unless and until the rights of pre-emption conferred by the provisions of this Article shall have been exhausted.
  - (a) Every member who desires to transfer any shares (the "vendor") shall give to the Company notice in writing of that desire ("transfer notice") A transfer notice shall specify the proposed price for the shares comprised in the notice (the "shares") and may, at the option of the Vendor, include the condition that, unless all the Shares are sold pursuant to the provisions of this Articles, none shall be sold. If the Vendor holds more than one class of share, he shall specify in the transfer notice the number of each class of shares that he desires to transfer and the price proposed for each class of share.
  - (b) A transfer notice shall constitute the Company the Vendor's agent for the sale of the shares to the Members other than the vendor at the price, if approved by the Board, specified in the notice or, if not

share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to all dividends payable thereon.

21. The company may sell, in such manner as the Board may determine, 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 or before the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default, shall have been given to the holder for the time being of the share or to the person entitled by reason of his death or bankruptcy to the share.
22. To give effect to any such sale, the Board may authorize any person to transfer the share sold to the purchaser thereof. The purchaser shall be registered as the holder of the share and he shall not be bound to see to the application of the purchase money nor shall his title to the share be affected by any irregularity or invalidity in the proceeding in reference to the sale.
23. The net proceeds of any such sale, after payment of the cost 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 share prior to the sale) be paid to the person entitled to the share at the time of the sale.

#### **CALL ON SHARES**

24. The Board may, from time to time, make calls upon the Members, in respect of any moneys unpaid on their shares and not, by the conditions of allotment thereof, made payable at fixed times and each Member shall, subject to the company giving to him at least fourteen days' notice specifying the time or times and place of payment, pay to the company at the time or times and place so specified, the amount called on his shares. A call may be revoked or postponed as the Board may determine.
25. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installment.
26. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
27. If a sum called in respect of a share is not paid before or on the day appointed for a 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 fifteen

17. Except as required by law, no person shall be recognized by the Company as holding any share upon any trust and the Company shall not be bound by or compelled in any way to recognize, even when having notice thereof, any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or, except only as by these Articles or by law otherwise required or provide, any right in respect of any share other than an absolute right to the entirety thereof in the registered holder.

### **CERTIFICATES**

18. Every person whose name is entered as a Member in the Register of Members shall be entitled, without payment, to once certificate for all his shares of each class and, when part only of the shares comprised in a certificate is sold or transferred, to a new certificate for the remainder of the shares so comprised or, upon payment of such sum, not exceeding shillings one hundred ( Shs.100),for every certificate after the first as the Board shall from time to time determine, several certificates each for one or more of his shares of such class. Every certificate shall be issued within sixty days after allotment or lodgment of the instrument of transfer or within such other period as the conditions of issue shall provide, shall be under the Seal and shall specify the share or shares to which it relates and the amount paid up thereon, In the case of shares held jointly by several parsons, the company shall not be bound to issue more than one certificate therefore and delivery of a certificate to one of the several joint holders shall be sufficient delivery to all.
19. If a share certificate is defaced, lost or destroyed, it may be replaced on payment of such fee, if any, not exceeding Shillings one hundred ( Shs. 100) and , in the case of loss or destruction, on such terms, if any, as to evidence and indemnity and payment of the out-of pocket expenses of the Company of investigating such evidence, as the Board may think fit and in case of defacement, on delivery of the old certificate to the Company.

### **LIEN**

20. The company shall have a lien on every share (other than a fully paid share) registered in the name of a Member, whether solely or jointly with others, for all moneys, whether presently payable or not, due by such Member or his estate, either alone or jointly with any other person, to the Company but the Board may at any time declare any

of issue of such shares, be deemed to be altered by the creation or issue of further shares ranking pari passu therewith.

13. Subject to the provisions of these Articles, the shares in the capital of the company shall be at the disposal of the Board which may allot, grant options over or otherwise dispose of them to such persons, for such consideration, on such terms and conditions and at such times as it may determine provide that no shares shall be issued at a discount except in accordance with section 56 of the Act.
14. Unless otherwise determined by special Resolution and except in the case of the issue of shares pursuant to any rights previously conferred in accordance with these Articles, whenever the Board proposes to issue any shares it shall offer them in the first instance to Members ( other than preference shareholders not specifically entitled to them under the terms of issue of their preference shares) in proportion as nearly as may be to the number of existing shares held by them, Such offer shall be made by notice specifying the number of shares to which the Member is entitled and limiting a time ( not less than twenty –one days) within which the offer, if not accepted, will be deemed to be declined and after the expiration of that time (if the offer is not accepted) or on the earlier receipt of an intimation from the Member to whom the offer is made that he declines to accept the shares offered, the Board may allot or otherwise dispose of those shares to such persons and upon such terms as may be decided by it. The Board may likewise so dispose of any shares which, by reason of the ratio which the number of shares offered bears to the total number of existing issued shares, cannot in the opinion of the Board be conveniently offered under this Article.
15. The company may exercise the powers of paying commissions conferred by section 56 of the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid and the number of shares for which persons have agreed for a commission to subscribe absolutely shall be disclosed in the manner required by that section and that such commission shall not exceed ten per cent of the price at which the shares in respect whereof the same is paid are issued or the amount or rate authorized by the Articles, whichever is less. Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The company may also, on any issue of shares, pay such brokerage as may be lawful.
16. If any shares in the capital of the company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a long time, the company may, pay interest on so much of such share capital as is for the time being paid up and may charge the same to capital as part of the cost of construction of the works or buildings or the provision of plant as the case may be.

6. The registered office of the company shall be at such place in Tanzania as the Board shall from time to time appoint.
7. No part of the funds of the Company shall be employed in the subscription or purchase of or in Loans upon the security of the company's shares or those of its holding company (if any) and the company shall not give, whether directly or indirectly and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with any purchase or subscription by any person of or for shares in the company or in its holding company (if any) provided that nothing in this Article shall prohibit transactions mentioned in the proviso to section 57 (1) of the Act.

### **SHARE CAPITAL AND VARIATION OF RIGHTS**

8. The share capital of the Company is Tanzania Shillings three hundred millions only ( Tshs. 900,000,000/-) divide into 90,000 shares of shillings ten thousand only ( 10,000) each,
9. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares, any share in the company may be special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the company may from time to time by Ordinary Resolution Determine.
10. Subject to the provisions of section 61 of the Act, any preference shares may, with the sanction of a special resolution, be issued upon the terms that they are or, at the option of the company, are liable to be redeemed on such terms and in such manner as the company may be special Resolution determine.
11. If, at any time, the share capital is divided into different classes of shares, the rights attached to any class ( unless otherwise provided by the terms of issue of the shares of that class) may from time to time, whether or not the company is being wound up, be altered or abrogated with the consent in writing of the holders of not less than three fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting, all the provisions of these Articles relating to /general Meetings of the company shall, mutatis mutandis, apply but so that the necessary quorum shall be two persons at least holding or representing by proxy not less than one-third of the issued shares of the class and that any holder of shears of the class present in person or by proxy may demand a poll.
12. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided by the conditions

(O) The expression "in writing" or "written" shall include words written, printed, lithographed or represented or reproduced in any other mode in visible form;

- (o) Words signifying the singular number only shall include the plural number and vice versa;
- (p) Words signifying the masculine gender only shall include the feminine gender;
- (q) Words importing persons shall include corporations;
- (r) Reference to any provision of the Act shall be construed as a reference to such provision as modified or re-enacted by any act for the time being in force.

3. Subject to the last preceding Article, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

#### **PRIVATE COMPANY**

4. The Company is a private company and accordingly:

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

#### **BUSINESS**

5. Any branch or kind of business which the Company is either expressly or by implication authorized to undertake may be undertaken by the Board at such time or times as it shall deem fit and, further, may be permitted by it to be in abeyance, whether such branch or kind of business may have expedient not to commence or proceed with the same.

THE COMPANIES ACT NO. 12 OF 2002

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

Of

TSK SAFARI LIMITED

Seal =  
33758 28/04/12

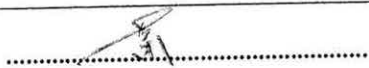
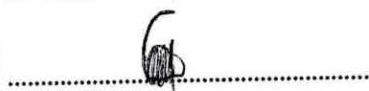
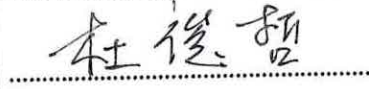
1. The regulations contained in Table A in the First Schedule to the Act shall not apply to the Company.
2. In these Articles, if not inconsistent with the subject or context:
  - (a) "Act" shall mean the Companies Act, No. 12 of 2002;
  - (b) "Articles" shall mean these Articles of Association as now framed or as from time to time altered by Special Resolution;
  - (c) "Board" shall mean the Board of Directors of the Company or the Directors present at a duly convened meeting of the Directors at which a quorum is present;
  - (d) "company" shall mean;
  - (e) "debenture" shall include debenture stock;
  - (f) "director" shall include an alternate director;
  - (g) "dividend" shall include bonus;
  - (h) "member" shall mean a shareholder in the Company;
  - (i) "month" shall mean a calendar month;
  - (j) "paid up" shall mean paid up or credited as paid up;
  - (k) "seal" shall mean the common seal of the Company
  - (l) "secretary" shall include a temporary or assistant secretary and any person appointed by the Board to perform any of the duties of the Secretary;
  - (m) "Shillings" and "Shs." Shall mean Tanzania shillings;
  - (n) "Tanzania" shall mean the mainland part of the United Republic of Tanzania

to the objects mentioned in the first or any other paragraph, save as expressly provide, but so that the company shall have full power to exercise all or any of the powers conferred by this clause and every paragraph hereof shall be construed in such a way as to widen and not to restrict the powers of the company.

4. The liability of the members is limited.

5. The share capital of the Company is Tanzania Shillings three hundred millions only (Tshs. 900,000,000/=) divide into 90,000 shares of shillings ten Thousand only ( 10,000) each, with power for the company to increase or reduce the said capital and to issue any part of its capital, original or increased, with or without any preference, priority or special privilege or subject to any postponement or right sort any conditions or registrations, and so that unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the Power hereinbefore contained.

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.

Name Address and Description of Subscribers	Number of shares taken by each Subscriber	Signature
1. Mr. Siow Kwong Woon P.o.Box 54277, Dar es salaam.	33,750	
2. Mr. Tan Geok Moon, P.o.Box 54277, Dar es salaam.	33,750	
3. Mrs. Du Jun Zhe, P.o.Box 38527, Dar es salaam	22,500	

DATED at DAR ES SALAAM, TANZANIA this 24th day of April 2013

WITNESS TO THE ABOVE SIGNATURES:

Name.....  
 Signature.....   
 Postal Address..... 77220 Dar  
 Qualification..... Advocate



- (x) To purchase or otherwise acquire, erect, maintain, reconstruct and adapt any shops, buildings, offices, workshops, machinery and all other things necessary or convenient for the purpose of the company
- (y) To purchase and sell goods and merchandise of all descriptions and generally carry on the business of merchants
- (z) To establish agencies and/or branches for the purpose of furthering the activities of the Company in Tanzania and outside the country.
- (aa) To act as agents or brokers and as trustees of any person, firm or group of persons in respect of any business or matter of any nature whatsoever.
- (bb) To amalgamate or enter into partnership or any agreement whether perpetual or terminable, for sharing profit, union of interest, joint venture or cooperation with any person, firm, society, association, group of persons carrying on or engaged in any business or transaction or cause of action which may seem to the company capable of being conducted so as to directly or indirectly to benefit the company.
- (cc) To invest the monies of the Company not immediately required in such manner, other than in the share of this company, as may from time to time be determined.
- (dd) To lend and advance money or give credit to such persons and on such terms as may be deemed expedient.
- (ee) To raise or borrow money or to secure the payment of money and of any interest thereon in such manner and on such terms as may be deemed expedient, and in particular by the issue at par or at a premium or discount of debentures or debenture stock either perpetual or terminable, or by bonds, mortgages or any other form of security over or upon all or any of the undertaking, property or rights, of the company both present and future including its uncalled capital, or without any such security.
- (ff) To draw, accept and make and to endorse, discount and negotiate bill of exchange, promissory notes and other negotiable instruments.
- (gg) To accept stock or shares in or the debentures, mortgage or securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company.
- (hh) Generally to do all such other things as may appear to be incidental or conducive to the attainment of the above objects or any of them.

AND it is hereby declared that in the interpretation of this clause the powers conferred upon the company by any paragraph shall not be restricted by reference to any other paragraph or to the name of the company or by the juxtaposition of two or more objects, nor shall any of the aforesaid objects or powers be deemed subsidiary or auxiliary merely


- installation; to acquire and discount hire purchase or other agreements or any rights under them( whether proprietary or contractual) and general to carry on business and to act as financier, factor or any other exchange, pledge, make advice upon or otherwise dealing in goods produced and merchandise.
- (j) To guarantee the payment or performance of any debts, contracts or obligations or become security for any person, firm or company for any purpose, and general to give guarantee and indemnity.
  - (k) To carry on the business of buyers, exporters, importers, sellers, dealers, and auctioneers of gemstones and all kinds of precious stones, as well as semi-precious stones and all other material used in and ornamentation.
  - (l) To carry on the business of dealing in importing, exporting, marketing, manufacturing, stocking, buying, selling whether by wholesale or retail of various categories of goods and merchandize.
  - (m) To carry on the business of real estate agency, property developers and managers
  - (n) To operate office and secretarial bureaus including provision of temporary or permanent office space, secretarial services as typing, printing, photocopying, binding, translating, design lay-out, type-setting.
  - (o) To carry on the business of auctioneers, court brokers, conveyancing and repossession agents, surveyors and values of land, building real estate and other assets.
  - (p) To arrange for, secure and participate in the investigation formulation and carrying out of project for the development of commerce, industry and other activities.
  - (q) To carry on the business of and providers of telecommunication networking, internet, installation and operators of cellular telephone services and any or all other related work.
  - (r) To carry on the business of plumbing and pipe fitting and building materials both whole sales and retails
  - (s) To act as commission agents, brokers, insurance agents and manufacturer's representatives in all fields.
  - (t) To be agent of any foreign company and to establish business enterprises whether small scale, industrial and generally deal in all kind of general merchandize and to import, export any merchandize or articles of any description whatsoever
  - (u) To carry on the business of clearing and forwarding of all kinds of goods including postal articles, for and behalf of importers and exporters within and outside the country by air, rail road or otherwise.
  - (v) To carry on the trade or business of retail or wholesale shops, running warehouses, removers, and stores, packers of goods, merchandise and personal property of any description.
  - (w) To establish and acquire by any way shops, buildings and any warehouses and other storage facilities at any suitable locations in the country.

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

TSK SAFARI LIMITED

5008F  
33794 24604  
45555  


1. The name of the Company is **TSK SAFARI LIMITED**
2. The registered office of the Company, shall be situated in the United Republic of Tanzania
3. The objects for which the Company is established are:-
  - (a) To carry on the business of transportations goods and passengers by land, sea and air, tours and car hiring business, clearing and forwarding, and all business related to transportations business.
  - (b) To import trucks, heavy equipments and spares parts, selling and services of buses, trucks and heavy equipments.
  - (c) To carry on the business of transporters, travel agents, importers, wholesalers of buses and fittings and requirements other accessories and commodities of buses use and consumption provisions
  - (d) To carry the business of selling new and used buses
  - (e) To carry the business of sale spare parts and services
  - (f) To carry on the business of workshop and sales of machine and tools
  - (g) To provide financing services advice and facilities of every description including ( but without limited the generality of the foregoing worlds) all those capable of being provided by investment promoters and many managers of unit trusts and other investment media insurance brokers, underwriters, issuing house and financiers.
  - (h) To invest the funds of or available to the company in the share or loan capital of any other company or enterprise wherever incorporated or carrying on business, and in the bonds or other obligations of any authority, undertaking or corporation, whether public or private.
  - (i) To finance or assist financing the sale of goods, article or commodities of every kind by way of hire purchase or different payment, or similar transaction, and to subsidize finance or assist subsidizing or financing the sale and maintained of any goods or

THE COMPANIES OF ACT, 2002, (CAP 212)

FEE PAID Shs. 300,000/-  
RECEIPT No: 159436  
DATE 24/04/2013

*Approved*  
*25.04.13*

COMPANY LIMITED BY SHARES

FEE PAID Shs. 1500/-  
RECEIPT No: 159436  
DATE 24/04/2013

MEMORANDUM OF ASSOCIATION

OF

TSK SAFARI LIMITED

FEE PAID Shs. 5000/-  
RECEIPT No: 33754  
DATE 24/04/2013

Drawing By (Subscriber):

Mr Siow Kwong Woon  
Box 54277,  
Dar Es Salaam  
Tanzania

FILED *25/04/2013*

*[Signature]*  
ASST REGISTRAR OF COMPANIES

PAYBACK PERIOD

APPENDIX XI

YEAR	NET PROFITS	DEPRECIATION	TOTAL CASHFLOW	CUM. CASHFLOW
US DOLLARS				
1	363,971.84	1,190.58	1,554,549.94	1,554,549.94
2	423,840.34	1,190.58	1,614,418.44	3,168,968.38
3	486,702.51	1,190,578.10	1,677,280.61	4,846,249.00
4	486,702.51	1,190,578.10	1,677,280.61	6,523,529.61
5	486,702.51	1,190,578.10	1,677,280.61	8,200,810.22
6	496,789.45	1,176,168.64	1,672,958.09	9,873,768.31
7	496,789.45	1,176,168.64	1,672,958.09	11,546,725.77
8	496,789.45	1,176,168.64	1,672,958.09	13,219,683.86

PBP is 4yrs only

PROJECTED BALANCE SHEETS	US DOLLARS							
	Year 0	1	2	3	4	5	6	7
ASSETS								
Fixed Assets	4,803,271	4,803,271	4,803,271	4,803,271	4,803,271	4,803,271	4,803,271	4,803,271
Depreciation	-	1,176,169	2,352,337	3,528,505	4,704,673	5,880,842	7,057,010	8,233,179
	-	-	-	-	-	-	-	-
Net Fixed Assets	4,803,271	3,627,103	2,450,934	1,274,766	98,597	3,551,417	2,403,509	12,275,117
	-	-	-	-	-	-	-	-
CURRENT ASSETS	-	-	-	-	-	-	-	-
Cash	-	1,020,668	2,608,392	4,257,644	5,934,925	2,983,217	4,627,915	6,282,033
Other Cur.Assets	-	1,650,197	1,732,707	1,819,342	1,819,342	1,819,342	1,819,342	1,819,342
	-	-	-	-	-	-	-	-
Total Current Assets	-	2,670,865	4,341,098	6,076,986	7,754,266	4,802,559	6,447,257	8,120,215
	-	-	-	-	-	-	-	-
TOTAL ASSETS	4,803,271	6,297,966	6,792,032	7,351,752	7,852,864	8,353,976	8,850,766	9,347,555
	-	-	-	-	-	-	-	-
LIABILITIES	-	-	-	-	-	-	-	-
Current Liabilities	-	-	-	-	-	-	-	-
Creditos (Sundry, etc)	-	1,116,315	1,172,131	1,230,737	1,230,737	1,230,737	1,230,737	1,230,737
	-	-	-	-	-	-	-	-
TOTAL LIABILITIES	-	1,116,315	1,172,131	1,230,737	1,230,737	1,230,737	1,230,737	1,230,737
	-	-	-	-	-	-	-	-
TOTAL NET ASSETS	4,803,271	5,181,652	5,619,902	6,121,014	6,622,127	7,123,239	7,620,029	8,116,818
AMORTIZATION	72,049	57,639	43,230	28,820	14,410	-	-	-
	-	-	-	-	-	-	-	-
TOTAL NET ASSETS	4,875,320	5,239,291	5,663,148	6,149,834	6,636,537	7,123,239	7,620,029	8,116,818
	-	-	-	-	-	-	-	-
REPRESENTED BY:	-	-	-	-	-	-	-	-
Share Capital	4,875,320	4,875,320	4,875,320	4,875,320	4,875,320	4,875,320	4,875,320	4,875,320
Revenue Reserves	-	363,972	787,812	1,274,515	1,761,217	2,247,920	2,744,709	3,241,499
	-	-	-	-	-	-	-	-
TOTAL EQUITY	4,875,320	5,239,291	5,663,131	6,149,834	6,636,537	7,123,239	7,620,029	8,116,818

## DISCOUNTED CASHFLOW

## US DOLLARS

## APPENDIX IX

	Year 0	1	2	3	4	5	6	7
INFLOWS								
Net Profit	-	363,972	423,840	486,703	486,703	486,703	496,789	496,789
Capital Charges	-	1,190,578	1,190,578	1,190,578	1,190,578	1,190,578	1,176,169	1,176,169
Recovery of W/Cap	-	-	-	-	-	-	-	-
Salvage Value	-	-	-	-	-	-	-	-
TOTAL	-	1,554,550	1,614,418	1,677,281	1,677,281	1,677,281	1,672,958	1,672,958
OUT FLOWS								
Investments	4,875,320	-	-	-	-	4,628,988	28,260	-
Changes in W/Cap	-	533,882	26,694	28,029	-	-	-	-
TOTAL	4,875,320	533,882	26,694	28,029	-	4,628,988	28,260	-
NET CASHFLOW	4,875,320	-	-	-	-	-	-	-
NPV	-	2,938	-	-	-	-	-	-
IRR	0.37	0.0003702	-	-	-	-	-	-

	PROJECTED CASHFLOW		US DOLLARS				APPENDIX VIII	
	Year 0	1	2	3	4	5	6	7
<b>INFLOWS</b>								
Investments	4,875,320	-	-	-	-	-	-	-
Depreccation	-	1,190,578	1,190,578	1,190,578	1,190,578	1,190,578	1,176,169	1,176,169
Net Profit	-	363,972	423,840	486,703	486,703	486,703	496,789	496,789
<b>TOTAL INFLOW</b>	<b>4,875,320</b>	<b>1,554,550</b>	<b>1,614,418</b>	<b>1,677,281</b>	<b>1,677,281</b>	<b>1,677,281</b>	<b>1,672,958</b>	<b>1,672,958</b>
<b>OUTFLOWS</b>								
Investments	4,875,320	-	-	-	-	4,628,988	28,260	-
Changes in W/Cap	-	533,882	26,694	28,029	-	-	-	-
<b>TOTAL OUTFLOW</b>	<b>4,875,320</b>	<b>533,882</b>	<b>26,694</b>	<b>28,029</b>	<b>-</b>	<b>4,628,988</b>	<b>28,260</b>	<b>-</b>
<b>NET CASHFLOW</b>	<b>-</b>	<b>1,020,668</b>	<b>1,587,725</b>	<b>1,649,252</b>	<b>1,677,281</b>	<b>2,951,707</b>	<b>1,644,698</b>	<b>1,644,698</b>
<b>CUMULATIVE C/FLOW</b>	<b>-</b>	<b>1,020,668</b>	<b>2,608,392</b>	<b>4,257,644</b>	<b>5,934,925</b>	<b>2,983,217</b>	<b>4,627,915</b>	<b>6,300,873</b>

PROJECTED PROFIT AND LOSS ACCOUNT

US DOLLARS

APPENDIX VII

	Year 1	2	3	4	5	6	7	8
Turnover	6,406,586	6,726,916	7,063,261	7,063,261	7,063,261	7,063,261	7,063,261	7,063,261
Less: Cost of Sales	4,465,259	4,688,522	4,922,948	4,922,948	4,922,948	4,922,948	4,922,948	4,922,948
	-	-	-	-	-	-	-	-
Contribution	1,941,328	2,044,046	2,140,314	2,140,314	2,140,314	2,140,314	2,140,314	2,140,314
Less: Fixed Costs	230,790	242,330	254,446	254,446	254,446	254,446	254,446	254,446
	-	-	-	-	-	-	-	-
<b>Operating Surplus</b>	1,710,538	1,796,064	1,885,868	1,885,868	1,885,868	1,885,868	1,885,868	1,885,868
	-	-	-	-	-	-	-	-
<b>Capital Cost</b>	-	-	-	-	-	-	-	-
Depreciation	1,190,578	1,190,578	1,190,578	1,190,578	1,190,578	1,176,169	1,176,169	1,176,169
Intrest	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
<b>Total Capital Cost</b>	1,190,578	1,190,578	1,190,578	1,190,578	1,190,578	1,176,169	1,176,169	1,176,169
	-	-	-	-	-	-	-	-
Profit Before Tax	519,960	605,486	695,290	695,290	695,290	709,699	709,699	709,699
	-	-	-	-	-	-	-	-
Taxation 30%	155,988	181,646	202,307	202,307	202,307	212,910	212,910	212,910
	-	-	-	-	-	-	-	-
<b>New Profit</b>	363,972	423,840	486,703	486,703	486,703	486,703	496,789	496,789
	-	-	-	-	-	-	-	-
<b>Revenue Reserves</b>	363,972	787,812	1,274,515	1,761,217	2,247,920	2,744,709	3,241,499	4,366,288

## PROJECTED INCOME STATEMENT

US DOLLARS

APPENDIX III

	Year 1	2	3	4	5	6	7	8
<b>REVENUE</b>	-	-	-	-	-	-	-	-
<b>Auto Sales</b>	6,406,586	6,726,916	7,063,261	7,063,261	7,063,261	7,063,261	7,063,261	7,063,261
Cost of Sales	-	-	-	-	-	-	-	-
Operational Cost	4,003,679	4,203,863	4,414,056	4,414,056	4,414,056	4,414,056	4,414,056	4,414,056
Administrative Costs	461,580	484,659	508,892	509	508,892	508,892	508,892	508,892
<b>Total Cost of Sales</b>	4,465,259	4,688,522	4,922,948	4,922,948	4,922,948	4,922,948	4,922,948	4,922,948
<b>Contribution</b>	1,941,328	2,038,394	2,140,314	2,140,314	2,140,314	2,140,314	2,140,314	2,140,314
<b>Less: Fixed Costs</b>	-	-	-	-	-	-	-	-
Admin Overheads	230,790	242,330	254,446	254,446	254,446	254,446	254,446	254,446
<b>Total Fixed Costs</b>	230,790	242,330	254,446	254,446	254,446	254,446	254,446	254,446
<b>Operating Surplus</b>	1,710,538	1,796,064	1,885,868	1,885,868	1,885,868	1,885,868	1,885,868	1,885,868

## PROJECT WORKING CAPITAL REQUIREMENTS

US DOLLARS

APPENDIX V

	Year 1	2	3	4	5	6	7	8
<b>CURRENT ASSETS</b>								
Debtors	533,882	560,576	588,605	588,605	588,605	588,605	588,605	588,605
Stocks	744,210	781,420	820,491	820,491	820,491	820,491	820,491	820,491
Cash in Hand	372,105	390,710	410,245	410,245	410,245	410,245	410,245	410,245
<b>TOTAL CUR.ASSETS</b>	1,650,197	1,732,707	1,819,342	1,819,342	1,819,342	1,819,342	1,819,342	1,819,342
<b>CURRENT LAIBILITIES</b>								
Creditors (sundry, etc)	1,116,315	1,172,131	1,230,737	1,230,737	1,230,737	1,230,737	1,230,737	1,230,737
<b>NEW W/CAPITAL</b>	533,882	560,576	588,605	588,605	588,605	588,605	588,605	588,605
<b>CHANGES IN W/C</b>	533,882	26,694	28,029	-	-	-	-	-

INVESTMENT BUDGET SUMMARY	
ITEMS	US DOLLAR
Land & Buildings	1,075,400.00
Equips & Machinery	3,004,579.76
Motor Vehicles	732,988.00
Office Equipment	260.00
Furniture & Fittings	42.80
Pre Expenceses	12,049.18
Others	50,000.00
Working Capital	533,882.27
	-
Total Investment	5,409,202.01

APPENDIX I

DEPRECIATION SCHEDULE			US DOLLARS				APPENDIX II	
	VALUE	RATE	Year 1	2	3	4	5	6
Land & Buildings	1,075,400.00	4.00%	43,016	43,016	43,016	43,016	43,016	43,016
Equips & Machinery	3,004,579.76	10.00%	300,458	300,458	300,458	300,458	300,458	300,458
Motor Vehicles	732,988.00	25.00%	183,247	183,247	183,247	183,247	-	-
Office Equipment	260.00	20.00%	52	52	52	52	52	-
Furniture & Fittings	42.80	12.50%	5	5	5	5	5	5
Pre- Expenceses	12,049.18	20.00%	2,410	2,410	2,410	2,410	2,410	-
Others	50,000.00	20.00%	10,000	10,000	10,000	10,000	10,000	-

#### vi. Project Profitability

On the Profit and loss account, the annual financial performance taken from the net profit is:

Year	USD
1	363,972
3	486,703
7	496,789

#### viii. Project Ratios and Returns (IRR, NPV, PBP)

The liquidity position of the project is shows that if the proposed sales structure will not be a deterrent, the liquidity position of the project will be able to sustain the operations of the project.

The project is profitable as it is shown by an **Internal Rate of Return (IRR)** on Investment of 37.00%, which confirms the project economic viability and profitability especially when compared to the adopted rate of borrowing of 18%. The **Net Present value (NPV)** is at USD 2,938 and the **Pay Back Period (PBP)** is within 4 years.

#### Financial Recommendations

After all the financial reviews of the proposed project, it is obvious that:

- The project is profitable
- The operations are financially viable
- The key ratios are acceptable
- The liquidity position is sound since the project can meet its financial commitments without any undue difficulties

Basing on issues analyzed in this report, It is recommended that the project be approved to go ahead as conceived by the investors.

### iii. Projected income statement

- In the income statement, the total turnover during the first year of operation is USD 6,406,586 will grow to the the total turnover USD 7,063,261 in the third year.
- The maximum capacity of the project operation is expected to be at 70% the first year, 85% the second year and 99% the forth year through the eighth year.
- In the first year of operation the total expenses will amount to USD 4,465,259 and raise gradually to USD 4,922,948 in the 8<sup>th</sup> year.
- Capital expenditure has been assumed to be incurred for a continuous period of 6 to 12 months

### iv. Depreciation

Economic depreciation rates based on 0 used for lifetime of the various capital items have been adopted and the following facts apply for the depreciation rates in this project:

Buildings and civil structures	4%	straight line
Machinery and equipments	10%	five years
Motor vehicles	25%	straight line

Pre-operation expenses are amortized and written off after five years

### v. Taxation

The corporate tax charged is 30% of the profits. Capital investment allowance is 50% with an indefinite loss carry over period. The capital assets are exempted from Custom Duty and Value Added Tax.

## CHAPTER V: FINANCIAL ANALYSIS

### Financial Analysis

The financial analysis show that sufficient cash will be generated to meet both short and long term financial obligations and the project can generate fairly good profits. The review is given here under the following sub sections:

- |                                       |                    |
|---------------------------------------|--------------------|
| i. Fundamental Assumptions            | v. Working Capital |
| ii. Capital financing and expenditure | vi. Taxation       |
| iii. Operating costs                  | vii. Profitability |
| iv. Depreciation                      |                    |

#### i. Fundamental assumptions

The assumptions used in the preparations of the financial accounts are:

- a) The operating period under which the viability of the project is being evaluated is 8 years
- b) The capital cost of the proposed project is USD 5.4 million inclusive of the working capital
- c) The will have 112 staffs.
- d) All the calculations throughout the economic lifetime of the project are constant with revised date of July 2012 as the new base date
- e) The main sources of the project revenue are: sales and Services
- f) There are 240 working days.

#### ii. Capital financing and expenditure

The project be financed by owners equity.

The capital cost summary of the project development is in United States Dollars and is given as follows:

Fixed capital: 5,409,202.01 where:  
Equity is USD 5,409,202.01  
out of which USD 533,882.27  
is Working Capita.

The main investments will be on:

**a) Buildings and Equipment**

The project will construct the main building for offices, the plant for auto assembling and repair, the packing yard, and the material and finished products shed houses. Thus a need of building materials, purchase/Import of workshops' machines for assembly and services and tools will be done including their accessories.

**b) Motor Vehicles and Haulage Trucks**

Semi-trailer trucks with separate engines-chasses and trailers; and heavy duty cargo trucks with pulling (box body), Fork lifts two (2) cargo loaders, cranes, staff buses, single-cabin land cruiser pickups for road patrol, 4x4 double-cabin pickups and 4x4 station wagons for factory and office operations.

**d) Utilities and Services**

Utilities and services to be used will include power, water, security and telecommunication, such as telephone /fax/radio calls facilities, fire fighting equipment, and first aid tools, which may either be chased locally or imported.

The project will purchased and install stand-by electricity generators at the factory complex in order to ensure regular power supply for 24 hrs working environment.

With this size of coverage the project is expected to be fully established within a minimum time period of three years from December 2012.

- Earn income from this project
- There will be a reliable source of auto supply
- There will be a productivity multiplier effect of economic activities to various communities of business and non-business people after being sure of reliable automation
- The project will pay taxes to the governments
- Project employees will pay taxes to the governments
- The project will generate foreign currency
- The project will create both direct and indirect employment opportunities to economies; for example the planned number of direct employees to Tanzania is 112 new jobs and thousands of indirect employment opportunities to the residents are expected.
- Technology transfer through presenting new technology as assembling capital and training people on modern ways of auto assembly.
- It will strengthen the international relations among countries involved.

#### CHAPTER IV: INVESTMENT PLAN

##### **Investment**

The project cost is estimated to be USD. 5,409,202.01 when fully implemented. And the summary of time required for the implementation program is:

<b>Sn</b>	<b>Category</b>	<b>Implementation time</b>
1	Land and Buildings	July 2013 – August 2015
2	Equipments	June 2013 – September 2015
3	Vehicles	December 2013 – September 2014
4	Furniture & Fittings	January – December 2016
5	Pre-Exp.	December 2012 – December 2014
6	Others	January 2012 – December 2015

## CHAPTER III: PROJECT EVALUATION

### **Project Rationality**

The rationale for this project establishment is fivefold.

- First the subsection 3 (a - f) of the objectives under which the company was established (Articles of Association) provide for this project establishment.
- Second the The National Industrial Policy of Tanzania supports the project.
- Third is the National Investment Promotion policy, and
- Fourthly the market availability.

### **Evaluation**

#### (i) Strengths

- A company limited by shares and Legally existing
- The country policy supports the project's presence and its operations
- Founders have auto engineering carrier basics
- Current level of technological development for project marketing
- Substantial size of capital to be invested
- The company has made business trial and it is concluded successful

#### (ii) Opportunities

- Availability of enough supplies and market resource for the industry to develop and grow in Tanzania and neighboring countries' makes it is clear that the project will have a moral Tanzanian and other stakeholders support and it will work at recommendable capacity and
- The level of deposits marches the size of capital to be invested and the infrastructure to be developed.

#### (iii) Weaknesses

- Just a new company in the market

### **Values**

As will be reflected in the financial analysis, the investment is expected to:

including doing a preliminary enquiry on the use and specifications other than common ones if any.

### **Security and Safety Services:**

The Company will install, supply and services on all matters pertaining to security and Safety of automobile with a warrant of not less than four years.

### **Implementation Strategy/Plan**

The implementation strategy has three main components:

#### **I. Assembling Plant**

This is a primary stage of the all project which has to be well equipped for the functioning system. The main requirements here are:

- Factory structures/buildings construction
- Machinery and equipments acquisition and installation
- Staff recruitment

#### **II. Operation**

The main requirements are

- Trucks for haulage (parts acquisition and products distribution)
- Cranes and Folk lifts for unloading and loading heavy parts
- Buses for workers transportation

#### **III. Distribution**

The requirements are:

- Sub-offices
- Agents

All those stages are to be accomplished for the project to take off, and thus the time flame for project implementation will be:

Year one will be spent on Purchasing capital needs, putting up structures and laying down some ground works. During year two and three importation/purchase of machinery and vehicles will be done. In year III the project finalizes all basic requirements and will be ready to open for full operation.

## CHAPTER II: PROJECT ESTABLISHMENT

### Financial Appraisal

The project is intended to be a giant investment, with an estimated investment of US \$ 5,409,202.01 which will be provided by the existing shareholders in terms of equity to the project.

The project's financial projections have been prepared over the period of eight years. As aforementioned no big loan is expected to be sought during the initial stage of the project implementation period

### **Implementation**

It is expected that the project will be implemented in three-year period that will involve plot preparation, plant and other structures construction, machines installation, security systems construction and maintenance. There will be vehicles purchase especially for project workers transport to and from the project, also the extended workers residence construction.

### **Project Technical profile**

The core business of the company is to provide a right infrastructure and Civil Engineering in automobile assembly including consultancy services in automobiles maintenance, operation and commissioning, optimization of sales and distribution.

### **Assembling:**

Our company has a technical team for this project that comprises of the best auto engineers and skilled artisans who have worked in this field for many years and have been involved in assembling plants of various sizes outside Tanzania. Auto assembling is done manually using a derrick & hoisting system and in stages. And when auto assembling is complete, balancing is done in accordance with design drawings. After the main auto is assembled, aligned and started, the body is placed and fixed. For the auto use optimization, when a customer's order is received the pro-customer services will be provided

market. Some other markets may be sought depending on the situations after this market as a priority is cared.

### 1.8 Project Income and Profits

The project's projected income is all good, rising from a minimum of USD 6.4 million in the first year of production to USD 7.06 million in the sixth year going to the tenth year of production. Likewise the project gross profitability will be favourable, starting from USD 0.51million in the first year to USD 0.70 in the sixth year and USD 0.71 million in the eighth year.

Table II: Income and Profitability trends of the project - in USD Million

Year	2016	2022	2024
Income	6.40	7.06	7.06
Gross Profit	0.51	0.70	0.71
Net Profit	0.36	0.48	0.49

### 1.9 Project's Significance

The project will result into:

- Technology transfer
- Job creation
- Desirable and demanded products availability
- Income generation
- Cooperate social responsibilities
- Inter country relations promotion

### 1.13 Conclusion/Recommendations

Based on the feasibility analysis of the need, investment liquidity, technical know how, market situations and significance; the project is considered viable and therefore fit for approved to go ahead as conceived by the investors and analyzed in this report.

### 1.5 Location and Contacts

The proposed project is to be established in Tanzania. The main offices will be located at Plot No. 18, Block N, Ilala Dar es Salaam; and the primary contacts will be P.O BOX 54277, Dar Es Salaam – Tanzania TEL: +255 0767161908

### 1.6 Investment Value

The investment in the project will be USD 5,409,202.01 including a working capital of USD 533,882.27

Table I: Investment Size and Distribution

<b>ITEMS</b>	<b>US DOLLAR</b>
Land & Buildings	1,075,400.00
Equipment & Machinery	3,004,579.76
Motor Vehicles	732,988.00
Office Equipment	260.00
Furniture & Fittings	42.80
Preoperational Expenses	12,049.18
Others	50,000.00
Working Capital	533,882.27
	-
Total Initial Investment	5,409,202.01

### 1.7 Marketing and Markets

To start with the company has made the preliminary potential market survey and marketing the expected project's products. Tanzania and neighbouring countries have proved to be the ideal market especially in institutions and private individuals of public and bulk commercial automobiles' needs. The neighbouring countries are eight and this will remain a main external/export

## CHAPTER I. EXECUTIVE SUMMARY

### 1.1 Background and Legal Status

TSK SAFARI LTD was registered under the Companies Act of 2002 as a locally owned company, limited by shares on the 25<sup>th</sup> day of April, 2013 and acquired a Certificate of Incorporation number 98846.

### 1.2 Objectives

Among the core objectives for which it was registered is to deal with any type of business related to transportation including manufacture/assemble automobiles, market and distribute them to various customers (public and private)

### 1.3 Project Justification

The justification of the project is derived from:

- The National Industrial Policy
- The legal status of the company behind the project
- The size of capital invested
- The technical capacity involved
- The Market potential of automobiles in Tanzania
- The socio-economic benefits of the project

### 1.4 Owners/Sahreholders

The project ownership is through the company whose shareholders are:

- i. Slow Kwong Woon - Chinese
- ii. Tan Geok Moon - Chinese
- iii. Du Jun Zhe - Chinese

## Introduction

Automobile is one of the vital resources in the world for economic, social and political operations. It is needed in various forms of equipments and sources such as vehicles, cycles, planes, ships/boats, etc. Although its products are so available in plenty, the producing factories are not easily built and operated efficiently because of the size of investment required, other resources (power, materials, human, etc) and accessibility for day to day requirements. For such reasons the production of automobiles is limited in a few countries and therefore distance between producers and users, the price of owning one is high, the cost of running it also high, the road infrastructure is costly to build and maintain, but it is the only better means of mobility to work as human needs increase. Big locomotives therefore become the ideal plan to help many under harsh conditions and limited supply of infrastructure. This has been our base of seeing a business opportunity of developing and promoting one of the best vehicles assembling plant to increase transport means supply and make returns out of it.

This paper therefore is an analysis of the project feasibility, telling much of the project undertaking, its legal position, ownership, rationality, merits, demerits, establishment, operation, labor requirements, value and funding. The paper is intended to be presented to be presented to the project directors, financiers, Tanzania Investment Center and other stakeholders for the project promotion, financing and support. It is therefore concise and organized in such a way that main issues are made easy to view in chapters

This report is therefore organized in seven chapters; one is executive summary, chapter two is project establishment, chapter three is project evaluation, chapter four is investment, chapter five is financial analysis

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TSK SAFARI LIMITED

P. O. BOX 54277 - DAR ES SALAAM,

AUTOMOBILES ASSEMBLING AND DISTRIBUTION PROJECT

BUSINESS PLAN

# EXTRACT FROM THE BOARD RESOLUTION

## *TSK SAFARI LIMITED*

*Within the powers vested in the board of directors by the applicable by-laws which allowed the incorporation of this company has stipulated in the Memorandum and Articles of Association are valid and it is deemed desirable in the interest of the company that the Board of Directors sits and decides to:*

*Allow the establishment of a project for assembly of buses and trucks in Tanzania.*


*Instruct the application for the Certificate of Incentives issued by the Tanzania Investment Centre for recognition of investment and its attached benefits.*

*To allow the allocation of USD 5.4 million by shareholders as an initial capital to this project.*

*This resolution is here now signed by:*

  
.....

CHAIRPERSON

  
.....

SECRETARY

TANZANIA



## Certificate of Incorporation

Section 15

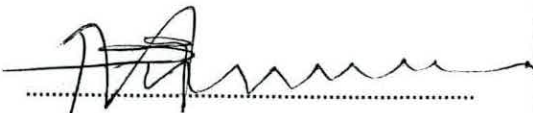
No 98846

I HEREBY CERTIFY THAT

**TSK SAFARI 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 25TH day of APRIL**TWO THOUSAND AND THIRTEEN**  
Asst. Registrar of Companies

TSK SAFARI LIMITED

P. O. BOX 54277 - DAR ES SALAAM,

PHONE: 255 713 541 552

18/6/13

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



Sir/Madam

**Re: Application for a Certificate of Incentives**

Please refer to the above subject.

Our Company was established on 25<sup>th</sup> day of April, 2013 and acquired a Certificate of Incorporation number 98846. The objective is to invest in a motor vehicles' assembling plant, and now wants to construct and operate it in Dar es Salaam. The company needs to purchase building materials, factory equipments, vehicles and others to establish the project. We are applying to your office for the Certificate of Incentives to help us implement the project successfully.

**Attachments**

- Copy of application form
- Copy of business plan
- A memorandum
- A copy of a certificate of incorporation
- Land evidence
- Bank Letter
- Board Resolution

Please consider this application in favors of our project

Regards

SKW.  
DIRECTOR