

DIAMOND EYRIKH GOLD

LTD

68.75

MINUTE SHEET

Dokezo
No.

1.0

AG. ~~4~~EXD donezi. 15/11/2013

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

(a) Minimum finance investment threshold has been exceeded, the project expects to invest us\$ 0.35 m.....

(b) Legal entity has been incorporated under certificate

No. 10081..... of 15/07/2012

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

13th November, 2013

20

EXD

In response to the TIC letter of registration dated 13/09/2013

the project has submitted the required documents namely: -

(a) Company Board Resolution.

(b) Reference letter/Financing from HSBC Bank.....

(c) Lease Agreement.....

With the above submission EXD is requested to sign Certificate of Incentives No. 042549..... herein attached.



Ag DIF

29/11/2013



MINUTE SHEET

Dokezo
No.



00220468

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042549

This is to certify that

DIAMOND EYRIKH GOLD LIMITED

P.O. BOX 106096

of address

DAR ES SALAAM

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

DIAMOND EYRIKH GOLD LIMITED

PLOT NO.168, HOUSE NO. 10 JANGWANI BEACH

Which is located at

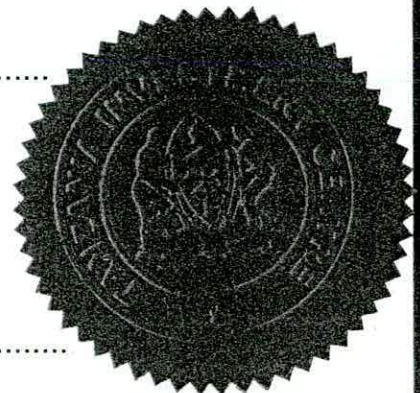
KINONDONI - DAR ES SALAAM

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

Executive Director

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

Dated 28TH NOVEMBER 2013



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

1. Shareholders

	Nationality	Shareholding (%)
Farheen M. Bachoo	Tanzanian	31.25
Aleksandr Eyrikh	Russian	68.75

2. Proposed Activities : **To establish diamond and gemstones cutting and polishing facility**

3. Sector: **Manufacturing** Subsector **Diamond/Gemstone Cutting Polishing**

4. Investment cost: Foreign **USD 0.35m.** Local **-** Total **USD 0.35m.**

5. Project Financing: Equity **USD 0.35m.** Loans **-** Total **USD 0.35m.**

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

7. Assets to be invested:

	Foreign	Local	Total
Capital items:	USD 0.35m.	-	USD 0.35m.

8. Technology Agreement **None**

9. Date of TIC Registration: **13th September 2013**

10. Implementation period **September 2013 - August 2016**

11. Operative date..... **September 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

BUSINESS PLAN

OF

DIAMOND EYRIKH GOLD LIMITED

FOR

THE PROJECT

OF

**DIAMOND AND GEMSTONE CUTTING AND
POLISHING FACILITY IN DAR ES SALAAM**

Prepared by:

**DIAMOND EYRIKH GOLD LIMITED
P.O. BOX 106091
DAR ES SALAAM
TANZANIA**

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DAR ES SALAAM
TANZANIA

DIAMOND EYRIKH GOLD LIMITED

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1.0. EXECUTIVE SUMMARY

In the current phase of the economy recovery programme the Government of the United Republic of Tanzania had mandated the mineral sector to promote the mining industry, by liberalizing private mining to prospective investors. The minerals department has hence formulated legislation for safe mining and a National Mining Policy. It is stipulated there in that it is the Government's intention to restrict and improve marketing arrangements the various types of minerals to ensure that very least the sector earns the country anything around US Dollar 200 million per annum in foreign exchange.

Business in gemstones, diamonds and related ornamental stones is as old at civilization itself. Stones are carved and cut into beads, earrings and all paraphernalia that cluster so much the dressing tables of affluent class of women the world over.

Yet, all this potent wealth is lying unexplored and unused in most of the developing countries. A wide variety of excellent quality gemstones are known in Tanzania. Some of these stone are just there for the picking.

THE LIST OF GEMSTONES AVAILABLE IN TANZANIA IS AS FOLLOWS:-

1. Amethyst
2. Pyrope Garnet
3. Almandine
4. Kalata Garnet
5. Tsavorite (Green Garnet)
6. Rhodolite (Rose Red)
7. Rhodolite (High Violet)

8. Peridot
9. Zircon (White)
10. Zircon (Red)
11. Opal (Black)
12. Opal (Yellow/White)
13. Opal (Yellow with Cats Eye)
14. Chrysoprase
15. Black Tourmaline
16. Tourmaline (Change Colour)
17. Spinel (Blue/Pink)
18. Orange (Golden Tourmaline)
19. Crome Tourmaline
20. Green Tourmaline
21. Fancy Sapphire
22. Blue Sapphire
23. Green/Blue Sapphire
24. Pink Sapphire
25. Tanzanite (One Gram)
26. Yellow Christoberly
27. Christoberly Cats Eye
28. Alexandrite
29. Corundum (Ruby Cabochon)
30. Corundum (Ruby Gem)
31. Emerald
32. Yellow
33. Aquamarine
34. Fluorite
35. Topaz
36. Moonstone

“Gemstones are minerals that, because of their brilliancy colour harness and clarity are valued for use as personal adornment. The term “gems” should be applied to the stone after cutting polishing and the uncut mineral should be called a “gemstone” terms gemstone in Tanzania has the meaning as defined into the Mining Act, 1979 under the Mining Claims Regulations and they include Diamond, Emerald and other gem varieties of beryl, tourmaline, zircon, obsidian periods, moonstone, chrysoprase amethyst and other gem varieties of quartz, garnet, zoisite, tanzanite, cordierite and scapulae in righted and cut from and other rough and uncut stone which may be declared under sub-regulation (2). In classifying the gemstones, diamond is also include and the remaining ones are re-grouped in the coloured gemstones category. Diamond, ruby, sapphire, emerald and tanzanite are precious while topaz, spinel, garnet, turquoise, chrysoberly, opal zircon, tourmaline etc re-semi precious.

INTRODUCTION

- 1.1. The project which is located in Dar es Salaam and a later date in Shinyanga is oriented on providing diamond and gemstone cutting and polishing for export purposes. The available data suggest the existence of a source of the minerals of substantial of reserve of highly profitable prospective if a modern method of technology processing is applied.
- 1.2. The capital investments cost under this Business Plan of the project will be approximately USD 350,000.

After a period of preparation and installation of equipment, it is expected that in about 3 months from the start of operations the project will be financially self propelling.

The application of reliable, flexible and mobile technological method, using separator-concentrator gravitational enrichment, will increase the quality of the products.

This project is presented by the Company of DIAMOND EYRIKH GOLD LIMITED as pioneer project and after its success the Company is going to inject new investments in similar projects.

1.3. THE OVERAL COMPANY OBJECTIVE

The adoption of the proposed scheme of technological processing will increase the volume of the processed raw materials thereby increasing production capacity, productivity and profitability. The establishment of this facility in they country will add to the quantum of corporate tax, royalties and other statutory changes to the treasury exchequer.

1.4. MARKET POTENTIAL

Gemstone have ready market in South East Asia especially in Srilanka, India and Thailand. In Europe the market potentials are Germany and Netherlands. Markets also do exist in the United States of America especially in cities of New York and Los-Angles.

The end products which are cut and polished gems, diamonds and re used in ornaments. They are used mostly to manufacture ladies, rings, beads, earnings and necklaces.

The Sponsor intends to undertake the cutting and polishing of the gems and diamonds in Tanzania. In the long term, the Sponsors initiative will contribute towards creating of employment and value to the gems and provide foreign exchange to the country.

1.5. PROJECT SPONSORS

The Sponsor of this new venture is the limited liability Company going by the name of **DIAMOND EYRIKH GOLD LIMITED** of P.O. Box 106091, Dar es Salaam. This Company incorporates a local Tanzania shareholder and a foreigner and their shareholding are as shown herein below:-

NAME	SHARES
ALEKSANDR EYRIKH (Russian)	75
FARHEEN MOHAMED BACHOO (Tanzanian)	25

The Directors of the Company have extensive personal experiences in the gemstone and diamond business in which they have brokered a number of International Transactions.

1.3. PROJECT CONCEPT

The Project involves the processing of gemstones and diamonds through Cutting and Polishing work. A number of equipments are to be used in the process.

The equipments include:-

1. Setting Machines
2. Motors
3. Cutting and Pre-shaping Machines
4. Faceting Machines
5. Miscellaneous other Cutting Equipments – *See Annex I for details*

Other items used in the processing work include liquids such as crocodile oil and American Poison/diamond powder and caption powders are also used in the process.

2.0. PROJECT DESCRIPTION

2.1. OBJECTIVE OF PROJECT

The Project will be centered in diamond and gemstones Cutting and Polishing with the objective of increasing the value of the products destined for the export market.

2.2. EQUIPMENTS

The list of equipments of the production work under the project, including the complete units, is detailed in Annex I. The processing equipment are produced on orders by a number of factories and enterprises. Variants of orders for equipment have already been worked out.

2.3. EQUIPMENT INSTALLATION STARTING UP AND ADJUSTMETN WORKS

Assembling, starting up and adjustment works will be executed by specialists, who will recruited outside the country for the installation of the production system.

2.4. PRODUCTION SCHEDULE

The production operations of the plant will run for 10t/hours daily. A one shift work of duration of 10 hours (almost all day light) is envisaged. Projections show, that such time is sufficient for the volumes of work required for the processing. Increase of production will certainly entail a corresponding increase in working hours requiring the introduction of day light double shift schedule. Industrial production work will be manned by 5 foreign specialists of whom 2 Cutters, 2 Polishers and 1 Technician as well as Tanzania Technicians, Driver, Office Staff, Interpreters, Accounts etc. A total of 20 workers will be employed 5 Foreigners and 15 Tanzanians.

3.0. MANAGEMENT

DIAMOND EYRIKH GOLD LIMITED will themselves manage the Company. They will recruit highly trained and experienced craftsmen to operate the equipment.

4.0. CAPITAL INVESTMENT OUTLAY IN USD US DOLLAR

1.	Capital Equipments	150,000.00
2.	Land and Building	50,000.00
3.	Vehicles	45,000.00
4.	Furniture and Fittings	15,000.00
5.	Computer Equipment and Software	10,000.00
6.	SUB TOTAL	270,000.00
7.	Pre-operational Capital	
8.	Feasibility Study Cost/Legal and Administrative	5,000.00
9.	Logistics	
10.	Working Capital	75,000.00
	TOTAL CAPITAL REQUIREMENTS	350,000.00

4.1. PROJECT FINANCING (US DOLLARS)

	Foreign	Local	Total
Equity	325,000.00	25,000.00	350,000.00

5.0. OPERATING COST AND REVENUE ESTIMATES

- Purchases of Raw Stones and rough diamonds
- Salaries, allowances and other benefits for the expatriate staff engaged in the production sectors.
- Salaries and Allowances for 15 Tanzanian employees.
- Chemicals and associated consumable taxes, fees royalties.
- Fuel and Lubricants.
- Plant and Equipments maintenance services, depreciation etc.
- Stationeries.
- Phone and Fax Bills.
- Administration and ancillary overhead, services charges by Companies and individuals.

6.0. FINANCIAL ANALYSIS

6.1. PROJECTED PROFIT AND LOSS STATEMENTS

This Financial Statements in (*Annex 6*) indicate that the project will make a Net Profit after Tax of USD 1.0 million in the 1st year and thereafter increasing up to USD 1.1 million in year.

Revenue reserve would have accumulated up to USD 9.6 million towards the end of the 10th year. The Company should be able to declare dividends of USD 1.6 million to the shareholders by the end of the 3rd year. Dividends are calculated at 50% of the revenue

6.2. PROJECTED CASH FLOW STATEMENT

The Projected Cashflow Statements (*Annex 7*) shows that the Project will make a Net Cashflow of USD 808,000 commencing the 1st year and thereafter rise up to USD 1.0 million in the 9th year of its operations. The cumulative cash/cash in hand would have accumulated up to USD 9.0 million by the end of the 10th year. This cash will enable the Company to sustain its own operation without relying upon bank overdraft and loans for Working Capital requirements.

6.3. PROJECTED BALANCE SHEET

The Balance Sheet (*Annex 8*) shows net favourable asset condition of the entire business throughout the operational period. The assets are well covered are well covered by all maturing obligation and that towards the end of the 10th year accrued profits would have accumulated up to USD 9.6 million.

6.4. PAYBACK PERIOD

The original investment is USD 350,000. The analysis in (*Annex 9*) suggests payback period to be around the 1st year. This simply means that it will take one year for the project to recoup its initial Investment Cost of USD 350,000.

6.5. BREAKEVEN ANALYSIS

The breakeven points is estimated at sales volume of USD 340,000 or 13% of the plant's capacity. This is within the range that the Project can meet without difficulty. Detailed calculation are provided (*Annex 10*).

7.0. CONCLUSION AND RECOMMENDATION

It is a very lucrative proposition both to the country. The Project is timely and highly desirable in the country at this material has a very healthy Cashflow. The entire initial investment of USD 350,000 will have been recouped within the very first half of the 1st year of operations.

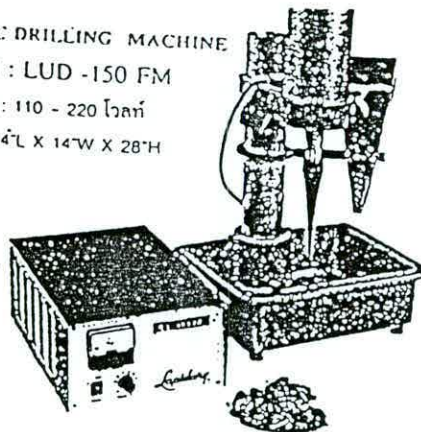
Its strongly recommended that the Tanzania Investment Centre offer the Company the Certificate of Incentives with the necessary benefits so that the Sponsors begin implementation of the Project without undue delays.

ULTRASONIC DRILLING MACHINE

Model : LUD -150 FM

ไฟฟ้า : 110 - 220 โวลท์

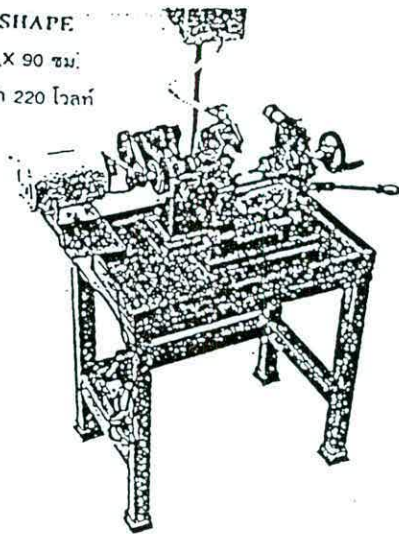
ขนาด : 14"L X 14"W X 28"H



ROOTING SHAPE

ขนาด 57 X 77 X 90 ซม.

มอเตอร์ 1/4 แรงม้า 220 โวลท์

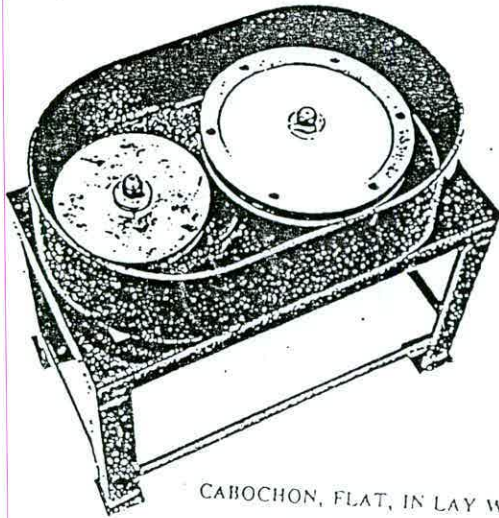
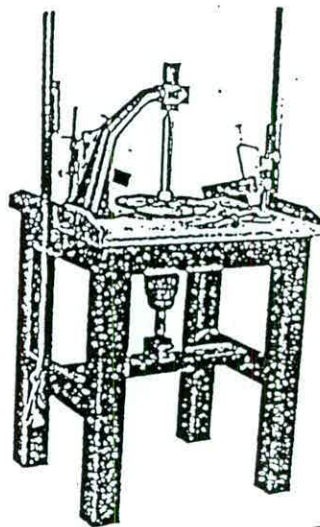


COLOUR STONE CUTTING LAPS
(STEEL SCAIFE)

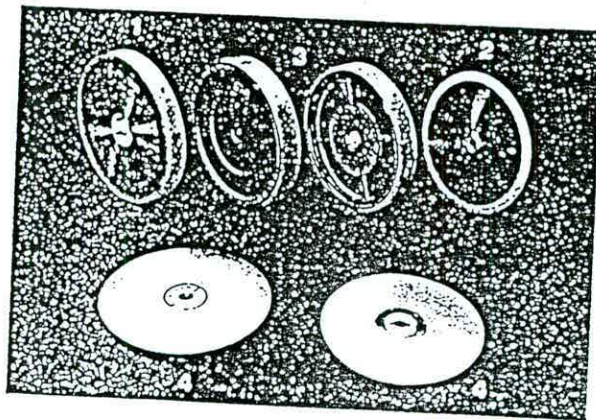
71.5 X 53 X 127 CM.

SEMI-PRECIOUS STONE
CUTTING LAPS (COPPER SCAIFE)

63 X 49 X 105 CM.



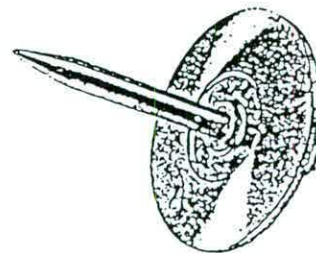
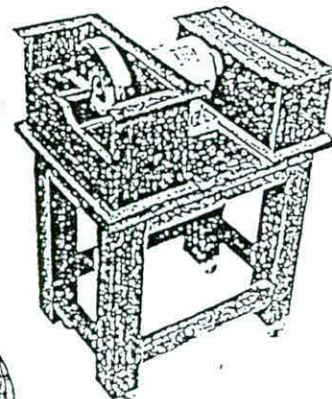
CABOCHON, FLAT, IN LAY WORK
POLISHING LAPS



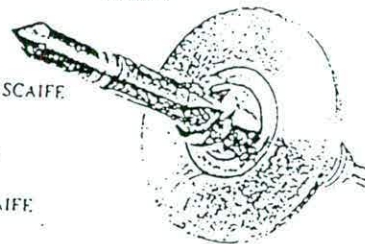
1. DIAMOND GRINDING WHEEL
2. CONCAVE DISC WHEEL
3. ELETRO PLATING DIAMOND WHEEL
4. แผ่นดิส ELETRO PLATING DIAMOND DISC

GRINDING AND SAWING
BENCH

71 X 45 X 80 CM.



จักรเจียรเพชรแท้
DIAMOND POLISHING
SCAIFE



COLOUR STONE POLISHING SCAIFE
SEMI-STONE POLISHING SCAIFE

ขนาด 43 X 70 X 78 ซม.

ขนาด 26 X 47 X 42 ซม.

DIAMOND EYRIKH GOLD LIMITED

Annex 1

DIAMOND AND GEMSTONES CUTTING AND POLISHING EQUIPMENTS AND SUPPLIES

1.	Ultrasonic Drilling Machine	2
2.	Booting Shape	2
3.	Colour Stone Cutting Laps	2
4.	Cabochon flat in lay work	3
5.	Semi-precious Stones	1
6.	Cutting Laps (Cooper Scaife)	2
7.	Grinding and Sawing Bench	1
8.	Raytech-Auto Feed Lapidary Saw	1
9.	Lil Trimmer Saw	1
10.	Rio Grande 6" Trim Saw	1
11.	Rio Grande 6" Gemmaker Arbor	1
12.	Setting Machine	1
13.	Pre-Shaping Machine	1
14.	Cutting Machine	1
15.	Ticketing Machine	1
16.	Ring Machine	1
17.	Testing Machine	2
18.	Crushing Blade	1
19.	Bowler	1
20.	Towel Diamond	1
21.	Water Pipe for 2 Machines	1
22.	Motors	5
23.	Weight Scale Carats	1
24.	Weight Scale Carats	1
25.	Torch	1
26.	Glass and Lights	20
27.	Table	5
28.	Safes	2
29.	Generator	1

30.	ACCESSORIES	2
i.	V Belt	
ii.	Dia Laser Diamond Saw Blades	4
iii.	Diamond Polishing Scaife	2
iv.	Semi Store Polishing Scaife	2
v.	Colour Stone Polishing Scaife	2
vi.	Diamond Grinding Wheel	2
vii.	Elector Planting Diamond Wheel	2
viii.	Concrete Disc Wheel	2
ix.	Diamond Grinding Wheel	2
31.	INITIAL SUPPLIES	
i.	Diamond Powder	Lot
ii.	Cabazon Powder	Lot
iii.	Sticks	400
iv.	Gum Sticks	
v.	American Poison	Lot
vi.	Crocodile Oil	Lot

DIAMOND EYRIKH GOLD LIMITED

Annex 2

PERSONNEL DISPOSITION AND WAGE BILL

CALIBRE	NOS.	MONTHLY EMOLUMENT TSHS.	ANNUAL BILL TSHS.
Managing Director works	1	2,280,000.00	27,360,000.00
Manager Chief Cutter	1	1,710,000.00	20,520,000.00
Assistant Manager	1	570,000.00	6,840,000.00
Cutter Polisher	1	1,567,000.00	18,810,000.00
Cutter Skilled	1	2,280,000.00	27,360,000.00
Unskilled Labours	6	900,000.00	10,800,000.00
Accountant Cashier	3	855,000.00	10,260,000.00
Secretary Reception	1	600,000.00	7,200,000.00
Add 30% Social Benefits	2	14,529,375.00	174,352,500.00

DIAMOND EYRIKH GOLD LIMITED

Annex 3

WORKING CAPITAL REQUIREMENTS

	WEIGHT IN GRM	VALUE IN TSHS.
Raw Stones (2months)	400	42,000,000.00
Wages and Salaries (2months)	-	14,550,000.00
Administrative and Overhead Expenses (1mont)	-	3,600,000.00
Total Value	-	60,000,000.00

DIAMOND EYRIKH GOLD LIMITED

Annex 4

COST OF SALES IN TSHS.

CAPITAL UTILIZATION	60%	70%	80%
Raw Stones Grm	2,400.00	2,800.00	3,200.00
Price Tshs. 180,000.00	432,000,000.00	504,000,000.00	57,360,000.00
Direct Labour	174,360,000.00	174,360,000.00	174,360,000.00
Overhead Expenses	43,464,000.00	43,464,000.00	43,464,000.00
Depreciation	21,276,000.00	21,276,000.00	21,276,000.00
Total Cost of Sales	671,000,000.00	743,000,000.00	812,700,000.00

DIAMOND EYRIKH GOLD LIMITED

ANNEX 5

PRODUCTION AND SALES PROJECTIONS

YEAR	COMMODITY/VALUE IN USDOLLARS			SEMIT-GEM	GEM DIAMOND	CARATS	USD
	CAPACITY UTILIZATION	WEIGHT IN CARATS	CAPTIONS				
1 st	60%		900CRTS USD 1,250,000	1,200CRTS USD 900,000	1,200CRTS USD 900,000	2,400	2,205,000
2 nd	70%		1,050CRTS USD 262,500	1,400CRTS USD 1,050,000	1,400CRTS USD 1,050,000	2,800 3,200	2,362,500
3 rd	80%		1,200CRTS USD 300,000	1,600CRTS USD 1,200,000	400CRTS USD 1,200,000	3,200	2,362,500
4 th	80%		1,200CRTS USD 300,000	1,600CRTS USD 1,200,000	400CRTS USD 1,200,000	3,200	2,700,000
5 th	80%		1,200CRTS USD 300,000	1,600CRTS USD 1,200,000	1,600CRTS USD 1,200,000	3,200	2,700,000

DIAMOND EYRIKH GOLD LIMITED

PROJECTED PROFIT AND LOSS STATEMENTS

FIGURES IN USD (000's)

ITEM/YEAR	1	2	3	4	5	6	7	8	9	10
Sales Revenue	2,205	2,370	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700
LESS: OPERATING EXPENSES										
1. Salaries and Wages	145	145	145	145	145	170	170	170	170	170
2. Variable Costs	360	420	680	885	945	945	660	430	260	260
3. Administrative Overheads	36	36	36	40	40	40	50	50	50	50
4. Fuel consumption	150	160	170	220	360	407	457	520	520	52000
5. Maintenance of Plant	-	48	-	55	-	70	-	75	-	95
6. Telephone and Stationery	10	12	15	17	17	19	19	19	19	19
7. Transport and Traveling	18	23	24	26	30	35	35	35	35	35
8. Economic Depreciation	20	20	20	20	20	20	20	20	20	20
TOTAL EXPENDITURE	739	864	1,090	1,408	1,557	1,706	1,411	1,319	1,074	1,169
PROFIT BEFORE TAX	1,466	1,506	1,610	1,292	1,143	994	1,289	1,381	1,626	1,531
COAMPNY TAX (30%)	440	452	483	388	343	298	387	414	488	459
PROFIT AFTER TAX	1,026	1,054	1,127	904	800	696	902	967	1,138	1,072
REVENUE RESERVE	1,026	2,080	3,207	4,111	4,911	5,607	6,509	7,476	8,614	9,686

DIAMOND EYRIKH GOLD LIMITED

PROJECTED PROFIT AND LOSS STATEMENTS

FIGURES IN USD (000's)

ITEM/YEAR	0	1	2	3	4	5	6	7	8	9	10
A: INFLOWS											
Equity	25	-	-	-	-	-	-	-	-	-	-
Bank Loan	325	-	-	-	-	-	-	-	-	-	-
Profit After Tax	-	1,026	1,054	1,127	904	800	696	902	967		1,072
Econ. Depreciation	-	20	20	20	20	20	20	20	20	20	20
TOTAL INFLOWS	350	1,046	1,074	1,147	924	820	716	922	987	1,158	1,092
B: OUTFLOWS											
Investment and Re-Investments	350	-	-	-	-	-	-	-	-	-	-
Change in Working Capital	-	75	150	90	50	-	-	-	-	-	-
Loan Repayments	-	168	162	-	-	-	-	-	-	-	-
TOTAL OUTFLOWS	350	238	312	90	50	-	-	-	-	90	-
NET FLOWS	(350)	808	762	1,057	874	820	716	922	987	1,068	-
CUMMULATIVE CASH	-	808	1,570	2,627	3,501	4,321	5,037	5,959	6,946	8,014	9,086

DIAMOND EYRIKH GOLD LIMITED

PROJECTED BALANCE SHEET

Annex 8

FIGURES IN USD (000's)

ITEM/YEAR	1	2	3	4	5	6	7	8	9	10
FIXED ASSETS AT COST	350	350	350	350	350	350	350	350	440	440
LESS: Accumulated Depreciation	20	40	60	80	100	120	140	160	180	200
FIXED ASSETS	330	310	290	270	250	230	210	190	260	240
ADD: CURRENT ASSETS										
Cash in Hand/Bank	808	1,570	2,627	3,501	4,321	5,037	5,959	6,946	8,014	9,086
Debtors	417	522	514	635	596	557	598	602	514	671
Stocks	626	663	771	423	397	371	399	402	459	448
LESS: CURRENT LIABILITIES										
Creditors	35	35	35	35	35	35	35	35	35	35
Taxation	440	452	483	388	343	298	387	414	488	459
TOTAL ASSETS	1,376	2,268	3,394	4,136	4,936	5,632	6,534	7,501	8,639	9,711
REPRESENTED BY										
Equity	25	25	25	25	25	25	25	25	25	25
Bank Loan	325	163	162	-	-	-	-	-	-	-
Revenue Reserve	1,026	2,080	3,207	4,111	4,911	5,607	6,509	7,476	8,614	9,686
TOTAL CAPITAL	1,376	2,268	3,394	4,136	4,936	5,632	6,534	7,501	8,639	9,711

DIAMOND EYRIKH GOLD LIMITED**PAYBACK PERIOD**

YEAR	PROFIT AFTER TAX	ECONOMIC DEPRECIATION	TOTAL CASHFLOW	CUMULATIVE CASHFLOW
1.	1,026	20	1,046	1,046
2.	1,054	20	1,074	2,120
3.	1,127	20	1,147	3,267
4.	904	20	924	4,191
5.	800	20	820	5,011
6.	696	20	716	5,727
7.	902	20	922	6,649
8.	967	20	987	7,636
9.	1,138	20	1,158	8,794
10.	1,072	20	1,092	9,886

NB: The Original Investment is USD 350,000, the analysis in the above Table suggests payback period to be within the first six months of the 1st year. This means that it will take six or seven months for the Project to recoup its initial investment of USD 350,000.

DIAMOND EYRIKH GOLD LIMITED

BREAK EVEN ANALYSIS BASED ON THE 3RD YEAR

FIGURES IN USD (000's)

ITEM		VARIABLE COSTS	FIXED COSTS
1.	Salaries and Wages	-	145
2.	Fuel, Oils and Lubricants	170	-
3.	Interest Costs	-	30
4.	Maintenance	48	-
5.	Variable Costs	680	-
6.	Economic Depreciation	-	20
		898	195

TICC/PP.10/042549/3

13th September, 2013

Managing Director,
Diamond Eyrikh Gold Ltd,
P.O. Box 106096,
DAR ES SALAAM

RE: CERTIFICATE OF INCENTIVES FOR DIAMOND AND GEMSTONES CUTTING AND POLISH

We wish to acknowledge receipt of your project proposal to establish diamond and gemstones cutting and polish project as presented in the TIC P.A. 1 Form No. 11469 and Feasibility Study with a projected investment amounting to USD 0.35m.

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

- Certified document showing evidence of Land ownership for the location of the project (Title deed to be certified as true copy of original).

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

.../2

TICC/PP.10/042549/3

13th September, 2013

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

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

Yours sincerely,

Tanzania Investment Centre


Abdi S. Kagomba

AG. EXECUTIVE DIRECTOR

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

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

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



TIC Evaluation Report

Name of the Company
Diamond Eyrikh Gold Ltd.

Post Box	Jangwani Beach, Plot No. 168/10	COI Number	100801	Contact	Abbas H. Nasser
Post Office	106096	COI Date	15/07/2012	Designation	Consultant
Region	Dar Es Salaam	Application F. No	11469	Phone	0
Country	Tanzania	Status	New	Direct Phone	0713 602610
		Sector	Manufacturing	Cell Phone	0787 60 26 10
		Sub Sector	Diamond/Gemstone Cutting/Polishing	Fax	0
		File No	042549	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD											
Plot/Block	Plot No. 168/10	<table border="1"> <thead> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> </thead> <tbody> <tr> <td>0.325</td> <td>0.025</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	0.325	0.025	0	0			
Foreign Equity	Local Equity		Foreign Loan	Local Loan									
0.325	0.025		0	0									
Street	Jagwani Beach												
District	Kinondoni												
Region	Dar es Salaam												

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.05
Farheen M. Bachoo	Tanzanian	31.25	Plant	0.15
Aleksandreyrikh	Russian	68.75	Vehicles	0.045
			Furniture & Fittings	0.015
			Pre-expenses	0.005
			Others	0.01
			Working Capital	0.075
			Total	0.35

Employment	17	Evaluated By	wf officer4
Capacity	2400 carats pa.	Drawn By	wf regist3
Project Turn Over		Project Type	Mixed(Local & Foreign)

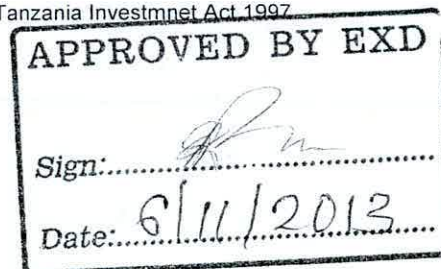
Description

To establish diamond and gemstones cutting and polishing facility

Recommendations

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

Decision



DIAMOND EYRIKH GOLD LIMITED

Africana Village, Plot No. 168, Jangwani Beach Area,
P.O. Box 106096, DAR ES SALAAM-TANZANIA, EAST AFRICA
Email: azon24gold@yahoo.com

Ref: DEGL/G-01/13

Date: 1st October, 2013

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



**RE: REGISTRATION FOR A CERTIFICATE OF INCENTIVES
DIAMOND/GEMSTONE CUTTING AND POLISHING FACILITY**

Please be informed that this company has recently been incorporated and registered by the Registrar of Companies at Business Registration Licensing Agency on 15th July, 2012 and issued with a Certificate of Incorporation No. 100801 of the same date.


The main objective of the company is in the Mineral Trade. We intend to establish and operate a Diamond/Gemstone Cutting and Polishing Facility in Dar es Salaam.

In this regard, we have prepared a Project Proposal to establish and operate a Diamond/Gemstone Cutting and Polishing Facility with an Investment Cost of US\$ 350,000, which will be obtained through equity contribution and bank credit.

We are therefore submitting the Project Proposal for registration for a Certificate of Incentives together with the required documents for your perusal and necessary action.

We hope to receive your approval at the earliest.

Sincerely yours,
For **DIAMOND EYRIKH GOLD LIMITED**


A.H. Nasser
For: **DIRECTOR**





TANZANIA INVESTMENT CENTRE

REGISTRATION FORM

FOR

CERTIFICATE OF INCENTIVES

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

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

(Please fill the form in duplicate)

UNITED REPUBLIC OF TANZANIA

THE TANZANIA INVESTMENT ACT
(No. 26 of 1997)

APPLICATION FOR REGISTRATION
(Made under Regulation 42)

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

1. I/We ABBAS H. NASSER
(director/directors/agent of DIAMOND EYRIKH GOLD LIMITED
(name of business enterprise) apply for registration of CERTIFICATE OF INCENTIVES
under Section 17 of the Act and Part IV of the Investment Regulations, 2002.
2. The registered office of the company will be situated at PLOT NO 168/10
JANGWANI BEACH KINONDONI DISTRICT DAR-ES SALAAM

Copies of the following documents are attached to this application:

- (i) The Memorandum and Articles of Association/or partnership agreement
 - (ii) Certificate of Incorporation/Registration
 - (iii) A copy of the Project Profile or Feasibility Study showing the implementation period, programme of implementation and operative date
 - (iv) Evidence of financing and evidence of land ownership for the project
3. The Head Office of the Company will be situated at PLOT 168/10 JANGWANI BEACH DSIM.
4. The Principal Officers of the Company are 1) ALEKSANDR EYRIKH (RUSSIAN)
2) FARHEEN MOHAMED (TANZANIAN)
BACHOO MANGESHO & Co
5. Auditors of the Company are AUDITORS/ACCOUNTANTS
6. The authorized share capital of the Company is Tshs./US\$ Tshs. 150,000,000/=

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ USD 350,000 =

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

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

I/We enclose a cheque/cash made payable to the **Tanzania Investment Centre** for Tshs./US\$ TIC RECEIPT NO 007050 DATED 10/10/2013 FOR USD 100 = Being the Registration Fees. *In the event this application is unsuccessful we understand that this fee will not be refunded.*

I, ABBAS H. NASSER of Post Office Number 21393 DAR-ES-SALAAM

do solemnly and sincerely declare that I am a director/duly authorized agent of DIAMOND EXRIKH GOLD LIMITED

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

Declared at Dar es Salaam }

The 10 day of OCTOBER 2013 }

A. H. NASSER
Applicant

Before me:

[Signature]
Commissioner for Oaths



APPLICATION SUMMARY

Company Name: DIAMOND EYRIKH GOLD LIMITED

Certificate of Incorporation Number: 100801 Status: LIMITED LIABILITY COMPANY

Certificate of Incorporation Date: 15/07/2012

Post Box: 106096

Town: DAR-ES-SALAAM

Sector: MANUFACTURING Sub-Sector: DIAMOND/GEMSTONE CUTTING/POLISHING

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity 325,000 = Local Equity 25000 = Foreign Loan Local Loan

Project Objectives: TO ESTABLISH AND OPERATE DIAMOND/GEMSTONE CUTTING & POLISHING FACILITY EXPORT PURPOSE VALUE ADDED PRODUCT

Capacity: 2400 CARATS PER YEAR

Employment: Foreign: 2 Local: 15 Total: 17

Implementation Period: TWO YEARS

Project Location

Site/Plot/Block No.: PLOT 168/10

Street: JANGWANI BEACH District: KINONDONI Region: DAR-ES-SALAAM (Attach sketch map showing project location)

Table with 3 columns: Shareholders, Nationality, %. Rows include ALEKSANDR EYRIKH RUSSIAN 55% and FARHEEN M. BACHO TANZANIAN 25%.

Investment Breakdown US\$/Tshs.M

Land/Building	USD 50,000 =
Plant	150,000 =
Vehicles	45,000 =
Furniture & Fittings	15,000 =
Pre-expenses	5,000 =
Others	10,000 =
Working Capital	75,000 =
TOTAL	350,000 =

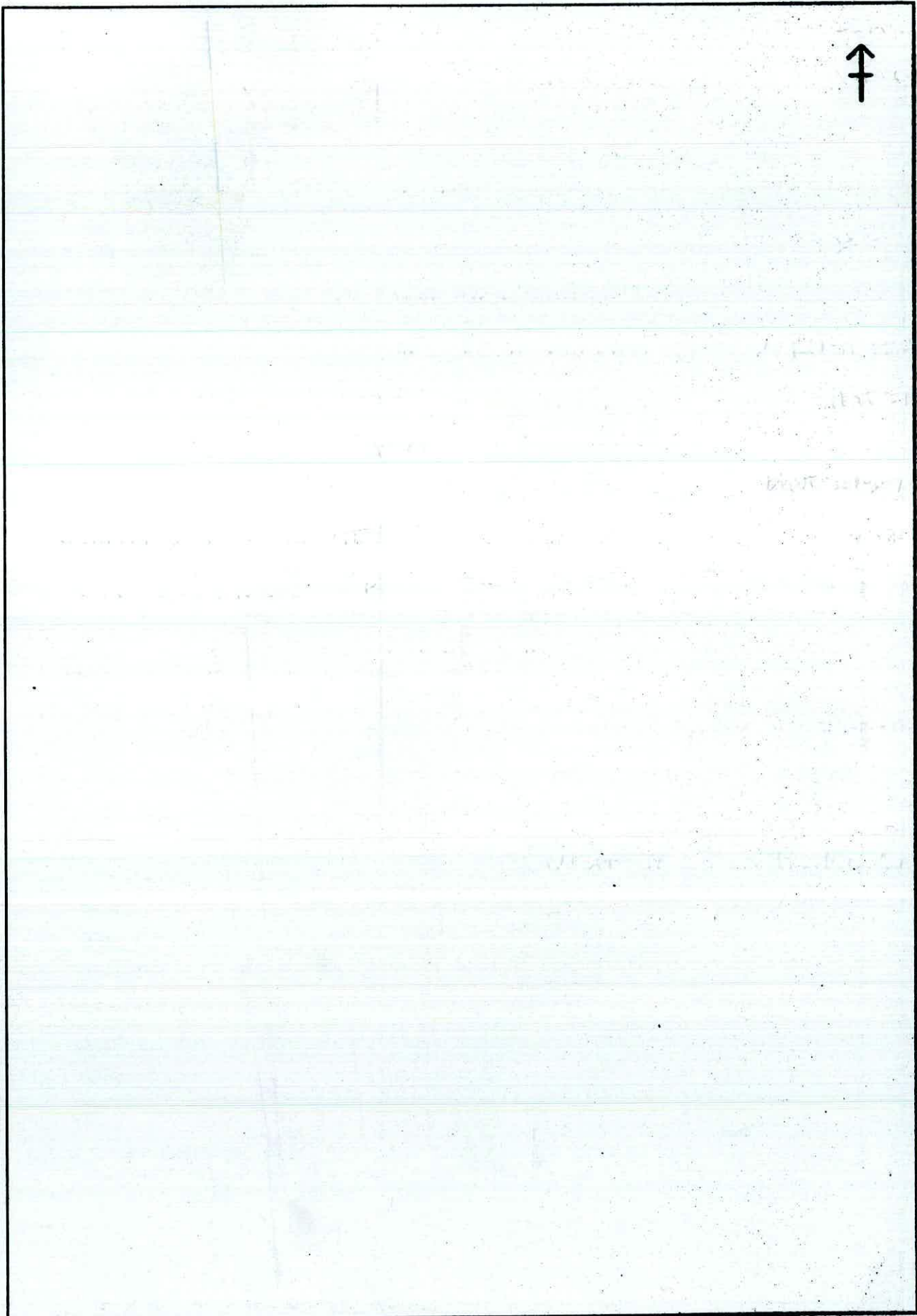
Contact Details:

Name: ABBAS H. NASSER Title: CONSULTANT
Telephone: 0713 602610 / 0787 6026 10 Fax: +255-22-2780421
Email: ahnasser@consultant.com

Payments to be made payable to:

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

SKETCH MAP SHOWING PROJECT LOCATION



DIAMOND EYRIKH GOLD LIMITED

BOARD RESOLUTION


The Board of Directors at their sitting on 30th September, 2013 had made the following Resolution:-

1. **Project Proposal**


1.0.1 **Tabled** That as the main objective of the company is in the Mineral Trade in procurement of rough diamond and gemstones for cutting and polishing at the Diamond and Gemstone Cutting and Polishing Facility to be establish and operated by the Company. The Project Proposal for the establishment of Diamond and Gemstone Cutting Facility with a Capital Investment Cost of USD 350,000 be prepared for submission to Tanzania Investment Centre for registration and obtaining a Certificate of Incentives.

2.0.2 **Resolved** That a Project Proposal to establish and operate Diamond and Gemstone Cutting and Polishing Facility with a Capital Investment Cost of about USD 350,000 be prepared and submitted to Tanzania Investment Centre (TIC) for registration and obtaining a Certificate of Incentives. The Capital Investment Cost shall be financed by equity contribution and bank loans.

2.0.3 **Directed** That the management take appropriate action in relation to the Project Proposal as resolved by submitting the same to Tanzania Investment Centre and obtaining the Certificate of Incentives thereafter and inform the Board accordingly.


.....
ALEKSANDR EYRIKH
**Director and
Chairman of the Board**


Date: 30.09.2013


.....
FARHEEN M. BACHOO
Director

Date: 30/09/2013

**THE FOREGOING IS TRUE AND CORRECT EXTRACT
OF THE BOARD RESOLUTION DATED 30TH SEPTEMBER, 2013**

BY ORDER OF THE BOARD


.....
FARHEEN M. BACHOO
SECRETARY TO THE BOARD



THE UNITED REPUBLIC OF TANZANIA

FORM MTF-6

THE MINING ACT, 2010

THE MINING (MINERAL TRADING) REGULATIONS, 2010

Made Under Section 73

DEALER LICENCE

00000346

NO.

Licence is hereby granted to (full name) MS DIAMONDS ERIKA GOLD LIMITED

of (full address) P.O. BOX 10609 DAR ES SALAAM

to buy, sell or otherwise deal in minerals GOLD OF ALL (type of minerals) for the period of TEN month(s) from the date of issue at the following premises.

AFRICANA VILLAGE, PLOT NO. 168, TANGWANI BEACH AREA

This licence is issued subject to the following terms and conditions:-

ALL TERMS AND CONDITIONS OF THE MINING (MINERAL TRADING) REGULATIONS 2010 AND IT EXPIRES ON 30TH JUNE 2014.

Dated at DAR ES SALAAM this 19TH day of SEPTEMBER 2013

Zonal Mines Officer, Eastern Zone
Dar es Salaam

- Note:
1. This licence must be displayed at the place of business specified herein.
 2. The licensee shall be liable for the due in time payment of royalties and other prescribed fees in respect of all minerals bought, sold, received or exported by him.



THE UNITED REPUBLIC OF TANZANIA

FORM MTF-6

THE MINING ACT, 2010

THE MINING (MINERAL TRADING) REGULATIONS, 2010

Made Under Section 73

DEALER LICENCE

NO. 00000345

NO.

Licence is hereby granted to (full name) MS DIAMONDS EYRKH GOLD LIMITED
of (full address) P.O. BOX 10609 DAR ES SALAAM

to buy, sell or otherwise deal in minerals DIAMONDS (type of minerals) for the period of
TEN month(s) from the date of issue at the following premises:

AFRIKANA VILLAGE PLOT NO. 168 JANGWANI BEACH AREA

This licence is issued subject to the following terms and conditions:

ALL TERMS AND CONDITIONS OF THE MINING (MINERAL TRADING) REGULATIONS, 2010 AND IT EXPIRES ON 30TH JUNE 2014.

Dated at DAR-ES-SALAAM is 19TH day of SEPTEMBER 13

[Signature]
ZONAL MINES OFFICER, EASTERN ZONE

- Note:
1. This licence must be displayed at the place of business specified herein.
 2. The licensee shall be liable for the due in lieu payment of royalties and other prescribed fees in respect of all minerals bought, sold, received or exported by him.

TANZANIA



Certificate of Incorporation

Section 15

No 100801

I HEREBY CERTIFY THAT

DIAMOND EYRIKH GOLD 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 15TH day of JULY**TWO THOUSAND AND TWELVE.**

.....

Asst. Registrar of Companies



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION

FOR

TAXPAYER IDENTIFICATION NUMBER (TIN)

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

THIS IS TO CERTIFY THAT

DIAMOND EYRIKH GOLD LIMITED

.....

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

121-412-586

.....

with effect from 19-07-2013

.....



P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

Ref: P-288/13

Date: 16th September, 2013

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

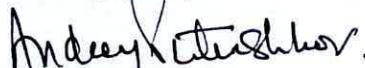
Re: **DIAMOND EYRIKH GOLD LIMITED**
DIAMOND/GEMSTONE CUTTING AND POLISHING FACILITY PROJECT

Please be informed that, Mr. Aleksandr Eyrikh of Biryulovskaya Street, House No. 49, Block 4, Apt 1087, 115372 Moscow, Russia, is a Director/Shareholder of the above mentioned Company, registered in Tanzania and of P.O. Box 106096, Dar es Salaam, is a client of this Branch of HSBC Bank Group.

We are informed that the company intends to invest in establishing and to operate a Diamond/Gemstone Cutting and Polishing Facility with a Capital Investment Cost of about \$ 350,000.

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

Sincerely yours,



Andrey Petushkov

Manager – Personal Banking

COMMERCIAL TENANCY AGREEMENT

BETWEEN

DUZ IT ALL INDUSTRIES LIMITED

P.O. 7226, DAR ES SALAAM. TEL: (255) 777 121 462

(HEREINAFTER CALLED THE ("LANDROD"))

-And-

DIAMOND EYRIKH GOLD LIMITED

(Hereinafter either individually or collectively called the "Tenant")

(1) PREMISES

The Property owner here by leases to the Tenant, the commercial premises described as follows:-
House No. 10, Plot No. 168, Dar es Salaam, Tanzania
Hereinafter called "Premises") for use and occupation as commercial premises only, subject to the terms and condition hereinafter set forth.

(2) TERMS AND CONDITION

This Agreement shall be for a fixed term commencing at on the ay 1st July, 2013 and ending on the last day of 30th June, 2014 and a one month notice shall be required of either the Property Owner or Tenant to terminate the Tenancy at end or the fixed term.

Compensation for use and occupation of the Premises shall be TZS. 10,000/= per day, plus any loss to the Owner and all charges for any legal fees involved, until the primes is vacated.

(3) RENT

The Tenant shall pay monthly Rent of TZS. 300,000/= in advance to the Property Owner. A rental of six months was paid on 1st July, 2013.

(4) GOVERNMENT TAXES

It is compulsory for the Tenant to pay 10% withholding tax and 1% Stamp Duty charges, and any other taxes concerning this Lease Agreement. The Tenant has to pay the charges to the property Owner when signing the Agreement, or pay himself at the Local Government office.

(5) UTILITIES AND SERVICES

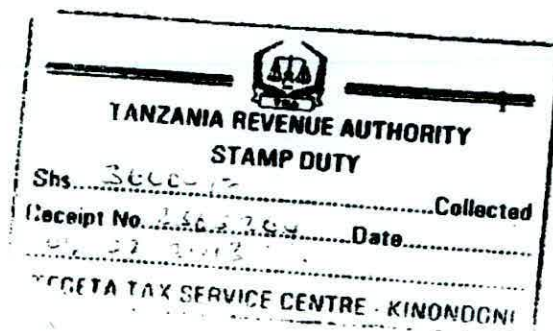
Tenant is responsible for

- (a) Electricity
- (b) House Security
- (c) Sewerage
- (d) Garbage

(6) AMENITIES

- (a) The Tenant is hereby granted the following privileges and the right to use following amenities and facilities through out the term of this Agreement. Two parking's.
- (b) The following privileges and the right to use the following amenities and facilities are herby exclusively reserved to the property Owner or to the designate (s) of the Proprietor and are not granted to the Tenant pursuant to this Agreement. Planting plants/trees, eating coconuts, security guards, and Gardener for personal favours are not allowed.

(7) PET



Landlord A Tenant O

No pet, animal, bird, or reptile shall be brought in or kept upon the premises without the written consent of the landlord first had and obtained.

8) REPAIR

To keep, at the expiration of the term hereof to leave the premises in good repair. Reasonable wear and tear accepted. Damage by fire and lightning has to repair by the tenant. If in such case personal things of the tenant are destroyed, the property owner is in no way responsible. Provided always that the landlord may in the event of the tenant refusing or neglecting to repair after being called upon to do so execute such repairs and the tenant shall pay the cost thereof to the landlord upon demand. Wear and tear will be defined as deterioration that occurs over time with the use of premises even though the premises receive reasonable care and maintenance. The tenant will make all repairs after he has moved into the premises.

9) ENTRY FOR REPAIRS

The tenant shall allow the landlord, its servants, agents, and workmen upon 24hours notice to enter into and upon the premises. In-between 8 a.m. and 8p.m., to examine the premises or to make such repairs and alterations to the premises. The landlord may see fit to make any repairs and can also for the purpose of examining, altering or repairing any adjoining or contiguous on the premises.

10) DAMAGE

The tenant shall be responsible for and shall promptly pay to the land lord upon demand:

- a) The cost of repairing plugged toilets, sinks, and drains and the cost of damage resulting directly or indirectly there from provided that the same were caused by the fault or neglect of the tenant, his family or guests and,
- b) The cost of replacing or repairing windows, light fixtures, fuses, light bulbs, florescent tubes, and appliances damaged, broken, removed or destroyed during the term hereof and caused by the fault of the tenant and his family or guest and
- c) The cost of cleaning, repairing and replacing all carpets ,tiles, counter tops, walls and ceilings drapes, soiled, damaged, water stained or destroyed due to fault or neglect of the tenant and his family or guests, and
- d) The cost of repairing and damage done by reasons of water from the premises or causing damage to the premises due to the fault or neglect of the tenant and his family or guests and
- e) The cost of any the repairs or replacement occasioned due to the fault or neglect of the tenant and his family or guests.

11) CARE OF THE PREMISES

The tenant shall take good care of the premises and keep same in a reasonably clean condition. The tenant at all times during the term keep clean and in good order and condition all fittings, fixtures, appliances, and furniture, which are the property of the landlord. Further, the tenant will not decorate, re-decorate, or make any changes or alterations to the premises without the consent of the landlord, in writing first hand and obtained. Provided always that the landlord may, in the event of the tenant refusing or neglecting to maintain the premises after being called upon to do so. Perform such maintenance, repairs, or alterations to the premises and the tenant shall pay the cost. The tenant shall allow the land lord, its servants, agents, and workmen to enter into and upon the premises or any part thereof between 8 am and 8pm and 24hours verbal notice, except in case of emergency in which case no notice shall be

required to examine the premises. The landlord may see fit to make any repairs and can also for the purpose of examining, altering or repairing any adjoining or contiguous on the premises.

12) RESIDENCE

To use the premises for no purpose other than as a residence for him, his family, and his guests and specifically the tenant shall not allow the premises for any illegal or immoral purpose.

13) DEFECTS

The tenant shall give to the landlord prompt notice of any accidents or damage to, or any defect in the water pipes, heating apparatus, electric lights or wires, appliances or furniture supplied by the landlord, if any, event of fire in the premises the tenant shall immediately notify the landlord.

14) NOT TO REMOVE CHATTELS

The tenant shall not remove any of his fixtures, goods or chattels of any kind from the premises until all rent due or to become due under this lease and all utilities and other charges here in reserved are fully paid and should the tenant remove his fixtures, goods and chattels from the premises without full payment being made, all such rent, utility and charges shall immediately become due and payable by the tenant and the landlord may follow the fixtures, goods and chattels in the same manner as if they had been fraudulently and clandestinely removed.

15) PARKING

The use of automobiles, whether the tenants or any person from whom the tenant is responsible, shall be governed by the following:

a) In the event that parking privileges are included in this lease, the tenant shall park his automobile only in a space or area allotted to him from time to time by the landlord. The tenant covenants not to allow any person from whom the tenant is responsible to use any other parking space in or related to the land lords land and premises,

b) In operating any automobile, the tenant and all persons from whom the tenant is responsible shall use only existing roadways in parking areas intended for use by automobiles and shall not operate or park any automobile on any other part of land lords premises. For the purpose of this

clause, automobiles include trailers, trucks, boats, commercial vehicles and motorcycle as well as private passenger cars.

c) Parking spaces, whether assigned to the tenant or not, shall be used only for private passenger car and not for boats, trailers, trucks, commercial vehicles.

d) The tenant covenants that any vehicle owned by the tenant or by any person from whom the tenant is responsible, will be removed by the landlord at the tenants expense.

e) The tenant agrees that the tenant or any person for whom the tenant is responsible for shall not make repairs to any automobile on any part of the landlord's premises. The tenant shall not keep on the landlord's premises any private passenger automobiles which are not in operating condition and being used day to day.

16) TENANT'S FIXTURES

No fixtures situated or installed in the premises shall be removed by the tenant save such fixtures as are wholly provided and installed by the tenant with the landlord's written consent, provided that in removing any of his own fixtures, the tenant shall not damage the premises or any part thereof and shall leave the premises in the same condition and state of repairs as they were prior to the installation of the tenant's said fixtures and provided further that all of the tenant's said fixtures and goods and chattels of the tenant that are not removed by the tenant forthwith upon termination of this lease shall at the option of the landlord becomes the sole & exclusive property of the landlord.

17) FIRE AND HEALTH REGULATIONS

The tenant shall comply with all health and fire regulations or requirements of competent authorities from time to time in force. The tenant shall do nothing nor to do anything by which is a fire or health or other hazard created.

18) ASSIGN

The tenant shall not assign the term here by granted, or any part thereof, not sublet, nor part with possession of the premises, nor leave guests in charge of the premises for periods longer than 2 weeks, without the consent of the landlord in writing first hand and obtained, such consent not to be unreasonably withheld.

19) INDEMNITY

The tenant will indemnify and save the landlord harmless from all liabilities, fines, suits, claims, demands and actions of any kinds or nature for which the landlord shall or may become liable or suffer by reason of any breach, violation, or non performance by the tenant of any covenant, term or provision hereof or by reason of any death or injury resulting from occasioned to or suffered by any person or any property by reason of any act, neglect or default on the part of the tenant, or any of his family or his household or his guests, such indemnification in respect of any such breach, violation or non - performance, damage to property, injury or death occurring during the term of the lease shall survive the termination of the lease, anything in this lease to the contrary notwithstanding.

20) SHOW PREMISES

The tenant shall permit the landlord all keys to the premises to prospective tenants at reasonable times with the consent of the tenant (or of a person lawfully on the premises or upon giving at least 24 hours written notice to the tenant). Such entry shall only take place after either of the landlord or tenant has given notice of termination except in the case of fixed term tenancy when such entry may only take place during the last 3 months of tenancy.

21) DELIVERY KEYS

To promptly deliver up to the land lord all keys to the premises and related facilities, upon the expiration or sooner termination of this lease. In the event that such keys are not delivered promptly to the landlord, requiring the landlord to change any locks the tenant shall immediately reimburse the landlord for all costs incurred.

22) YIELD UP PREMISES

The tenant shall, at the expiration or sooner termination of the lease without notice from the landlord peaceably surrender and yield up possession of the premises, fixtures, furniture and appliances belonging to landlord, in the same condition as when the same were entered upon by the tenant, reasonable wear and tear accepted.

23) RE-ENTRY

In the event that:

- a) The rent or any other sum for which the tenant is liable hereunder be not paid at the times here in set out, or
- b) The premises become abandoned or vacated, or
- c) The premises are sublet in whole or in part, or this lease is assigned, without the consent of the landlord in writing first hand and obtained or,
- d) The tenant does any act which may be deemed objectionable considering the character of the premises or shall fail to observe, perform and keep each of the covenants, provisions, stipulations, conditions, rules and regulations herein contained, or
- e) The tenant attempts to remove his furniture, chattels or other belongings from the premises, or
- f) The tenant fails to take possession of the premises on the commencement date hereof then at the option of the landlord and in addition to all other remedies available to it.

1) The landlord may upon 10 days notice to the tenant or immediately in the case of the occurrence of events referred to in sub paragraphs terminate this lease. Or

2) The landlord or its agent may re-enter the premises either by force or otherwise without being liable to prosecution thereof, and may at its option relet the premises as the agent of the tenant and receive the rent thereof and apply the same first, to the payment of such expenses as the landlord may be put to in re-entering, cleaning and repairing damage to the premises and then to the payment of rent here in reserved until the full expiration of the term hereby granted and the landlord, or its agent may also re-

enter the premises as aforesaid and remove all belongings of the tenant at the expense of the tenants.

24) CLEAR MONTH'S NOTICE

One clear month's written notice shall mean any notice in writing given on or before the first of the month of tenancy to be effective on the last day of that month of that tenancy. Notice received after the first of the month will be effective on the last day of the following month. The tenant will not be refunded money for any months left on his contract.

25) TENANT TO INSURE

It shall be responsibility of the tenant to insure his property against damage or loss by fire, water, electricity burns/burnouts, theft, or other perils.

26) CONDITION REPORT

Prior to the tenant taking possession of the premises, the landlord and the tenant shall complete and execute a condition report together detailing the condition of the premises, fixtures and appliances, if any, and the said report shall be conclusive evidence of the condition of the premises, fixtures and appliances, if any, prior to occupation by the tenant. At the expiration or sooner termination of this lease, and the following removal of the tenant's furniture, belongings, and fixtures, the tenant and the landlord shall complete and execute a further condition report detailing the condition of the premises, fixtures, and appliances if any.

27) DELIVERY SERVICES

The landlord, in the best interest of the building or its occupants, shall have the right to regulate and limit excess to the building by delivery services, peddlers and solicitors.

28) LIABILITY

The tenant agrees that the landlord shall not be liable or responsible in any way for any personal injury or death that may be suffered by the tenant or any member of the tenant family, agents employees, guest or any other person that may be upon the premises or the premises of the landlord or for any loss of or damage or injury to any property including cars and contents thereof belonging to the tenant or to any member or the tenant's family and in particular (but without limiting the generality of the foregoing) the landlord shall not be liable for any damages to any of the tenants property caused by water, rain, or which may leak in to, issue or fall from any part of the premises, or the premises of the landlord, or from any water, sprinkle or drainage pipes or from the use and operation of grounds, common areas, parking lots or structure, swimming pool and social facilities on the premises of the landlord. **The tenant acknowledges that he and his family, household servants, agents and guests use the premises and related facilities entirely at their own risk**

29) COLLECTION

In addition, without prejudice to all other remedies of the landlord, the landlord may perform or discharge the obligations or liabilities of the tenant here in contained or arising here from and to **recover the cost there of from the tenant as a rent in arrears.**

30) OVERHOLDING

In the event that the tenant remains in position following the expiration of the term hereby demised without any further agreement in writing having been entered into, the tenant shall be subject to all terms and conditions hereof, except as to length of term.

31) CONDONATION

Waiver by the landlord or any failure by the tenant to confirm to the provision of this lease or the rules and regulations, shall not affect the landlord's rights in respect of any later failure.

32) NO REPRESENTATIONS

The premises are taken by the tenant without representations of any kind other than those contained in this lease on the part of the land lord or its agent. This lease contains of all the agreements and conditions between the parties hereto and any addition to or alterations of or changes in this lease to be binding must be made in writing and signed by both the parties.

33) NOTICES

Any notice to be served pursuant to the terms hereof maybe served upon the landlord by mailing the same **by registered mail addressed to the landlord** of the first noted in the first page, or search addresses as late notice may direct, and upon the tenant at the premises personally or by **registered mail**.

34) PERSONS FOR WHOM THE TENANT IS RESPONSIBLE

The tenant is responsible for any person or persons who are open or occupying the premises, the common areas, or any other part of the landlord's premises at the request of the tenant, either expressed or implied, whether for any other purpose of visiting the tenant, making deliveries, repairs or attending upon the premises for any other reasons. Without limiting the generality of the foregoing, the tenant is responsible for all members of the tenant's family, guests, invitee's or other similar person.

35) COMPLIANCE WITH RULES AND REGULATIONS

The tenant and all the person for which tenant is responsible shall comply at all times with each of the rules and regulations set out in schedule "A" and other schedule annexed here to and made a part hereof and shall likewise comply with such further rules and regulations as the landlord may from time to time communicate to the tenant.

36) IF YOU BREAK THE LEASE AGREEMENT

In the event that the tenant vacates the premises they will not be refunded any rent left from which they have paid already.

This is schedule "A" to the Lease Agreement RULES AND REGULATIONS

Privacy and convenience are best achieved by people living together with some mutually agreed upon understanding. We ask that you and your neighbors consent to certain rules designed to help maintain community, appearance and tranquility. We use these rules as little as possible but they are there to protect you and us if needed

1.) Rental Payment

Late payments are subject to a service charge of \$5.00 plus additional \$5.00 for each day. The rent is not paid

2.) Keys and Locks

One unit of key are issued at the time of occupancy. An alteration, replacement, of locks or installation of bolts, is required to furnish management with a key for any locks installed or changed by the tenant.

3.) Lock Outs

In view of increasing demands and to reduce this problem to a minimum, a charge will be made to admit tenants who have been locked out.

4.) Moving

Household furniture and effects to the tenant shall not be taken into, or removed from the premises accept at such times in such manner as maybe previously consented and approved by manager or landlord in writing.

5.) Maintenance

The tenant will pay all repairs or maintenance. Please contact the landlord before doing so.

6.) Light Bulbs

Each house will be equipped at the time of occupancy with electric light bulbs. After move -in the tenant is expected to replace burnt -out bulbs.

7.) Garbage

Once a week all garbage will be collected. It is imperative that garbage be wrapped and put in bags in order to keep the property clean

8.) Disturbances and Noises etc

No tenant may make or permit any disturbances noises by him, family, or friends. Any action , which will disturb the peace and quite of the residence are absolutely prohibited

9.) Refrigerator

Do not use any type of sharp instrument to pick or scrap of ice. This action can easily puncture the coil causing a loss of refrigerant and requiring expensive replacement.

10.) Awnings

Awnings, shades or other equipment will not be permitted on the exterior of the building.

11.) Parking

Parking places are provided for tenants. Vehicles may be parked within marked lines. Any unregistered vehicles will be towed away at owner's risk and expenses.

12.) Lawn Areas

In line with the continuing program of beautifying the property, cooperation is requested in keeping land areas free of litter, garbage, bicycles, and other equipment.

13.) Roofs

Only authorized personnel are allowed on the roof. Placing of antennas or other equipment on the roof is expressly prohibited.

14.) Balconies

They are not for storage of boxes tires, bottles, or other like materials.

15.) Electrical Appliances

The tenant shall not bring on to the lease premises or into the building any major electrical appliances or apparatus such as dishwasher, air conditioner or washer or dryer without written approval of the landlord.

16.) Wiring

Neither wiring for electrical lights, television or radio connection or otherwise are to be introduced, nor the position of any wire altered and the telephone shall be permitted only at place provided.

17.) Doors

Doors must be kept closed and during the absence of the tenant's it must be locked.

18.) Water

No water shall be left running unless in actual use

19.) No Signs

The tenant shall not display any sign, advertisement, or notice in or about the premises.

20.) Fasteners

No tacks, nails, cement or other fasteners shall be placed in the walls, ceilings, floors, doors or trim of the premise

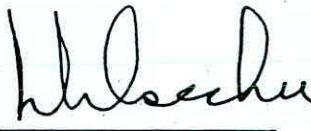
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

SIGNED BY THE TENANT

In the presence of


TENANT

01.07.2013
DATE

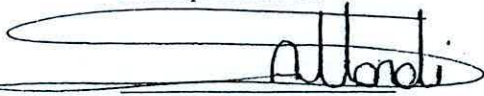

WITNESS

01.07.2013
DATE



SIGNED BY THE LANDLORD

In the presence of:


LANDLORD

01/07/2013
DATE


WITNESS

01.07.2013
DATE





TANZANIA REVENUE AUTHORITY

DEPARTMENT DR Dagea

04-JUL-2013

PAYMENT NOTICE AND DEPOSIT SLIP

0 2365364 /12-13

PART 1: TAX PAYMENT NOTICE 22201100022 COMMISSIONER FOR DOMESTIC REVENUE C

1. Taxpayer Name and Address: DUZ IT ALL
P.O BOX 7226 DSM

2. TIN: FJB1318532152218 1 0 5 2 8 7 0 5 4

3. Tax Debit No. _____

4. Tax Region KINDUWONI 5. Total Tax Payment TZS 216,000/-
 Type of Tax _____ TZS 216,000.00

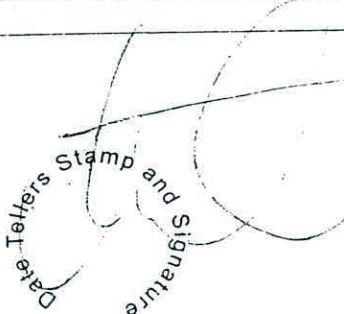
GFS CODE	Amount	Tax Period	GFS CODE	Amount	Tax Period
<u>11131000</u>	<u>180,000</u>	<u>2013</u>	_____	_____	_____
<u>11610100</u>	<u>36,000</u>	<u>2013</u>	_____	_____	_____

Shilling Two Hundred Sixteen Thousand Only

PART 2: TAX PAYMENT DEPOSIT SLIP

7. Name of Bank NMB DUZ IT ALL 106-287 054 Branch TEGETA GK03590

8. Payment _____

Cash:	Denomination	Amount (TZS)	Cents	
	Notes: 10000/-x <u>43</u>	<u>215,000</u>		
	5000/-x <u>43</u>	<u>215,000</u>		
	2000/-x _____			
	1000/-x <u>1</u>	<u>1,000</u>		
	500/-x _____			
	Coins 200/-x _____			
	100/-x _____			
	50/-x _____			
	20/-x _____			
	10/-x _____			
5/-x _____				
Total Cash TZS		<u>216,000</u>		
Cheques:				
Cheque Number	Drawer's Name	Bank and Branch	TZS	Cents
TOTAL CHEQUES				
GRAND TOTAL				

9. Amount in words Two hundred and sixteen thousand shillings

10. Taxpayer's Signature [Signature] Date 04/07/2013

Unclaimed refund beyond three years will be forfeited

9459



11469

TANZANIA INVESTMENT CENTRE

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

RECEIPT REC013131

No.007090

Received from : DIAMOND EYRIKH GOLD LTD

Address P.O BOX 106091 DSM

For Executive Director

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

Being payment in respect of REGISTRATION FEE

Amount USD 100.00

Cash / Cheque No: D/P 10/10/13

Date : 10-Oct-2013

Buisso

Receiving Officer

CASH DEPOSIT SLIP

Account Name: TANZANIA INVESTMENT CENTRE
 Account Currency: \$ Branch: LIFE HOUSE Date: 10/10/2013
 Account Number: 8702006000000
 Amount in Words: ONE HUNDRED ONLY

Notes	Qty	Amount
10,000		
5,000		
2,000		
1,000		
500		
200		
100	1	\$ 100
50		
20		
CD 10		
5		
1		
Coins		
Coins		
Total		\$ 100

For Bank Use Only
 The Bank's machine validation will constitute acknowledgement of receipt of deposit.
 10OCTAS 01:51 87-020-060020-00 USD 20 TANZANIA INVESTMENT
 REGISTRATION IN 135020215
 CERTIFICATE OF DEPOSIT
 STANDARD CHARTERED BANK TANZANIA LIMITED
 D. EYRICH GOLD LTD.
 18 OCT 2013 CASH DEPOSIT
 TELLER 80R
 NIC LIFE HOUSE BR. - D'SALAAM

CSOS Ver 1.0

Customer's Copy

ONE

Standard Chartered Bank Tanzania Limited
 These deposits and their payments are governed by the laws in effect from time to time in Tanzania and are payable only at the branch of Standard Chartered Bank Tanzania Limited in Tanzania where the deposits were made. Standard Chartered Bank Tanzania Limited has the sole discretion to allow withdrawal at other branches in Tanzania.
 Checked By _____
 Deposited By/ Customer Signature _____
 Tel. No.: 0713 602610

THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

DIAMOND EYRIKH GOLD LIMITED

Incorporated this day 2013

Drawn by :

**ALEKSANDR EYRIKH
(SUBSCRIBER)
115372 MOSCOW. BIRYULOVSKAYA STREET
HOUSE NO. 49, BLOCK 4, APT 1087
RUSSIA.**

THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

DIAMOND EYRIKH GOLD LIMITED

Incorporated this Day of 2013

Drawn by:

**ALEKSANDR EYRIKH
(SUBSCRIBER)
115372 MOSCOW. BIRYULOVSKAYA STREET
HOUSE NO. 49, BLOCK 4, APT 1087
RUSSIA.**

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incorporation

No.

I hereby certify that

DIAMOND EYRIKH GOLD 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 day of Two thousand and Thirteen

Seal

Registrar of Companies

5200/36-915/27-2013
THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

DIAMOND EYRIKH GOLD LIMITED

1. The name of the company **DIAMOND EYRIKH GOLD LIMITED**
2. The Registered office of the Company will be situated in Tanzania.
3. The objects for which the Company is established are:-
 - (a) To carry on the business of miners and mining in all their branches and for the said purpose to peg, purchase, take on lease, or exchange or otherwise acquire concessions, grants easements, options, claims, properties, cassettes and effects supposed to contain minerals, diamonds, or other precious stones and any interest therein, and to explore, mine, work, excise develop and turn to account mines and mining rights and any undertaking connected therewith.
 - (b) To carry on the business rough diamonds, raw gold and gemstone dealers, buyers, sellers, importers, exporters, cutters and setters of gemstones, precious and semi-precious stones, precious and semi precious metals, energy natural resources, diamonds, emeralds, sapphines, rubies, agate, Tanzanite, Rodalite, Garnets Berly ony, topaz amethyst, opal, pearls, corals, alexandrite and dealers and buyers, sellers, smiths and handlers of gold, platinum, silver, copper, nickel, mercury, aluminum, brass and all metals and their alloys as well as any other things connected with or incidental to the jewelry business.
 - (c) To carry out exploration and conduct research for all types of minerals and gemstones including diamonds in Tanzania, to search for ores and minerals and to work the mines and mining rights under or upon the land and properties to be acquired by the company, and to crush, wash, smelt, reduce or otherwise treat and render marketable and sell and dispose of the produce of any mines, whether belonging to the company or not.

- (d) To carry on the business as land developers, contractors, importers, exporters, manufacturers, commission agents, travel agents, clearing and forwarding agents, and merchants of agricultural products, spares, petrol stations, electrical goods, and sea products, Miners, contractors, sellers of pharmaceutical products, decorators, building designers. Sellers of machineries, tyres and tubes, plant machinery. Property developers, and investors in property and infrastructures of all kinds.
- (e) To engage and or otherwise carry on the business as land developers, to deal in rental apartment, property development, property investments developers of real estates, to act as agents for any person or corporation in the acquisition or disposal or any lands or properties and in the erection thereon of any buildings whatsoever.
- (f) To sell, exchange, lease, let, mortgage or otherwise dispose of the lands, houses, flats, offices, buildings, and other property of the company or any interest therein and to grant licenses for the use or occupation of the same or any part thereof.
- (g) To grant to such members of the company as may be selected by its directors leases or licenses relating to all or any part of the buildings or lands of the company upon such terms and conditions as may be determined by the company upon such terms and conditions as may be determined by the company from time to time. To undertake or direct the management of the property, buildings. Lands and estates of any tenure of kind of any persons or corporations, whether member or persons or corporations, whether member of the company or not, in the capacity of stewards or otherwise.
- (h) To establish deposits and agencies in different parts of the world for the purpose of carrying on any or all of the business of the Company.
- (i) To acquire, take over, promote, establish, engage in and carry the business of profession of farmers, planters, harvesters, sprayers, seed growers, glaziers breeders of and dealers of livestock, marker gardeners, arboriculturists, agriculturalists, horticulturists, floriculturists, dairymen, vegetable oil extractors, poultry and bee-keepers and any other business in connection with floriculture, arboriculture agriculture and horticulture.
- (j) To carry and promote and trade or business of farm and agricultural inputs, implements, tools, packaging materials and deal in the livestock and or the veterinary health-care products to farmers and stockist, to buy, sell, supply, distribute whether in retail or wholesale fertilizer, insecticides, fungicides, growth stimulants, agro seeds, farm implements and tools, animals feeds, veterinary drugs and any related goods and import and export agriculture and food technology, industries and equipment, manufacture and semi processed products in Tanzania and other parts of the world.

- (k) To carry on the business as general suppliers of all sorts and types of goods and services to individuals, offices, industries, shops, schools, factories, hospitals, army, military, ministries and all other government offices, universities and all other places where the services of a supplier are needed.
- (l) To carry on the business as general suppliers, importers, exporters, traders, merchants, stockists, wholesalers, retailers and dealers in all types of electrical goods, hardware, building material, timber, fishing gears, groceries, computers, office equipments, stationeries, cooking oils, salts, foodstuffs, cosmetics, oils, spare parts and maintenance, tyres, tubes, tools and accessories for all types of automotive, motor vehicles, agricultural machinery, implements, equipment, all kinds of industrial projects machinery and equipment, paints, spirits sheets, hinges, screws, iron mongery, textiles piece goods, all types of leather goods, shoes, bags and other similar goods.
- (m) To carry on the business of importers, exporters, buying selling, dealers in hardware, building materials, sanitary-ware, wall papers, roofing tiles, flooring tiles, supplying industrial equipment's agricultural implements and equipment's spares of every description, plumbers, fittings, decorators, steel fabrication, machine shop, nickel plating, electric plating, making steel windows, doors, frames and roof tresses.
- (n) To deal in all kinds of electrical works including repairs, maintenance, electrical accessories, electrical installations, professional advice and general counselling.
- (o) To carry on the business in Tanzania or in any part of the world all or any of the business of buying, selling, exchange, merchandising and generally dealing electrical equipment machinery, accessories, spare parts related to electrical works, tools and running electrical workshops.
- (p) To carry on the business of dealing in marketing, manufacturing, importing, exporting, stocking, buying, selling whether by wholesale or retail of various categories of goods and merchandise, and to act as commission agents and manufacturers, representatives in all fields. To establish business enterprises whether small scale, industries and generally deal in all kinds of general merchants and to import, export and all either by merchandise and articles of all description.
- (q) To carry on the business of marketing, services, consultancy and selling of all types of information technologies, computer systems, conference systems, telecommunication systems, security systems, public address systems, data communication and to train, research, install and after sale services of electronic systems, voice and data networks and any other systems or components which the company may think fit, necessary or incidental to this business.

- (r) To carry on the business as principals, agents or manufactures, representatives of importing, exporting, buying, selling, distributing of new and used motor vehicles, cars, trucks, lorries or other vehicles, motor vehicles spares and parts of all descriptions, railway, fuel and other oils, petroleum of all kinds, tyres and tubes, batteries, battery solution and other spares, accessories, motor cycles, bicycles, tractors, mining equipments, fishing gears, agricultural and industrial machinery and equipments, new and second hand spare parts and accessories and generally to deal in all types of motor spare parts and industrial and agricultural machinery and parts, electronic goods and accessories thereof.
- (s) To carry on the business of clearing and forwarding agents, commission agents, transporters, freighters, hauliers, customs bonded warehouse and godown keepers, cargo and travel agents, insurance agents, tourist agents, manufacturers' representatives, road contractors, cargo superintendents, packers, machinery haulage specialists, warehousemen, engineers, electricians, motor cars, cabs, omnibus, lorries, oil tank and coach proprietors and transporters, civil transport contractors and transporters by any other means of conveyance of people and goods in Tanzania and the neighbouring counties and in such other place or places as may from time to time be determined by the company, engage in and or otherwise carry on the business as transporters and transport agents, freight forwarders.
- (t) To carry on the business of establishing and running supermarkets, department stores, shopping malls, provision stores, groceries and shops of all kinds and description and generally to deal with such activities.
- (u) To carry on the business of household, domestic appliance and electrical goods, audio visual goods, electronic items, building material, hardwares, foodstuff, agricultural products and merchandise of every nature, kind and description whatsoever as a dealer, wholesaler, retailer, distributor, importer, exporter and after sales service and repairing.
- (v) To carry on the business of wholesalers, retailers, general traders, suppliers, merchants, importers, exporters, stockists and dealers in all types of clothes, textile materials, tie and dye, boutique, shoes, caps, bags, selling second hand clothing, dresses of types and description whatsoever.
- (w) To carry on the trade or business of bonded warehousemen, removers, stores, packers and carriers of personal property of every description, cleaning and forwarding agents and to issue warrants to persons warehousing goods with the company, and to lend money upon the security of goods.

- (x) To promote tourism in Tanzania and elsewhere in Africa, to carry on business of travel and tourist agents and tour operators, to promote facilitate traveling to organize hunting, tented-camps, fishing and diving expeditions, safari promoters and undertakers generally and in particular to arrange and manager hunting safaris, photo safaris adventure tours, fishing trips, handling of game trophies and animal skins, catching, harbouring, transporting, wildlife and marine products of all kind.
- (y) To act as investment company, holding company, finance company and to deal in all types of investment whatsoever. To hold and own shares, land, buildings, shopping malls, residential houses, commercial buildings, invest in securities, bond share debentures, options, warrants, convertible stock, promissory notes, bills of exchange, loans, bills, shipping documents, ships, aircraft, self propelling vehicles and all types of property whatsoever.
- (z) To carry on the business of general carriers and traders of goods, mails, passengers, cattle, and public or private conveyors by land, water or air, haulers, haulage contractors, railway, shipping and forwarding agents, truckers, warehousemen, wharfingers, vehicles, lorry proprietors, bonded Carmen, common Carmen and agents, for transport of every description.
- (aa) To act as agents for the management, improvement, development, purchase and sale of property and as agents for the purchase and sale of all manufactured goods, materials, provisions, and agricultural and other produce and for the investment, loan payment, transmission and collection of money and genially to transact and execute all kinds of agency business.
- (bb) To carry of commercial consultants, planners and advisers to any company, corporation, undertaking, firm or individual in the conduct of commercial, industrial, financial and any other business undertaking, and to study and advise on conditions and make recommendations and prepare schemes designed to increase productivity.
- (cc) To carry on all or any business of publishing, printing, distributing and selling of business, management, industrial, scientific, academic, communications, financial, agricultural, social and environmental information technology periodicals, brochures and books and any other reading materials.
- (dd) To carry on the business of bottlers, bottle makers, bottle topper makers, manufacturers of, sellers, buyers and dealers in aerated and mineral waters, soft drinks of all description and to import, buy and sell concentrates, syrup, chemicals etc and all other allied products relating to this type of business.

- (ee) To carry on the business of bakers and dealers in bread, rolls, biscuits, pies, cakes, cookies and all other such foods which can be conveniently baked or dealt in by persons carrying on the above business and either whole sale or retail, and either as principals or as agents.
- (ff) To carry on business of deep-sea fishers, fishers, exporters and importers of, and dealers in and factors, brokers and agents for the sale of, fish and fish products of every description; as proprietors and managers of oyster beds, trawlers and fishing boats, as fish curers, fish prepares, fish canners and preservers, oil extractors, manufacturing chemists, fishmongers, provision dealers and general storekeepers, shippers, carriers, shipping agents, carting contractors, motor vehicle owners, lightermen, iron and brass founders, and metal and alloy makers, smelters, refines and workers, engineers, joiners, shipwrights, millwrights and woodworkers.
- (gg) To purchase, take on lease and otherwise acquire for investment or resale any estate, land, buildings, easements and other rights and interests in immovable property or any tenure in Tanzania and elsewhere and to sell let or lease exchange or otherwise dispose of or grant rights over any immovable property, belong to the company.
- (hh) To purchase, take or lease or in exchange, hire or otherwise acquire and hold any state or interest in any lands buildings, casements, rights, licenses, secrets processes, machinery, plants, stock, in trade and real or personal property of any kind.
- (ii) To accept payment for any property or rights sold or otherwise disposed or dealt with by the company either in cash, by installment or otherwise or in fully or partly paid up shares of the company or corporation, with or without deferred or preferred or guaranteed rights.
- (jj) To carry any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with the above business or the general business of the company.
- (kk) to act as agents for the sale and purchase of any stocks shares or securities or for any other monetary or mercantile transactions.
- (ll) To act as executors and trustees of wills and settlements made by customers and others and undertake and execute trusts of all kinds.

- (mm) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either or through agents, sub-contractors, trustees and otherwise.
- (nn) To remunerate any person, firm or company rendering services to this company, whether by cash payments or by allotment to him or them of shares or securities of the Company credited and paid in full or in part, otherwise.
- (oo) To accept for safe custody and keep for customers of the company all kinds of securities valuables and things.
- (pp) To lend money on any terms that may thought fit, and particularly to customers or other person or corporations having dealing with societies and to give any guarantees that may be expedient.
- (qq) To advance money to shareholders in the company, and other to the purpose of enabling the person borrowing the same erect or purchase, or enlarge or repair any house or building or to purchase the fee simple or any less estate or interest in, or to take a demise for any term or terms of years of any freehold or leasehold property upon such terms and conditions as the company may think fit.
- (rr) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (ss) To distribute among the members in pieces any property of the company, or any proceeds of sale or disposal of any property of the company.
- (tt) To draw, make, accept, endorse, discount execute and issue promissory notes, bills of lading, warrants, debentures and negotiable or transferable instruments.
- (uu) To act as agents or brokers, and as trustees for any person firm or company, and to undertake and perform sub-contracts and also to act in any other business of the company through or by means of agents, brokers, sub-contractors or others.
- (vv) To obtain any provisional order, ordinance or act of Parliament for enabling the Company to carry any of it is objects into effect, or for affecting any modification of the Company's constitution, or any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the company's interest.

- (ww) To take or otherwise and hold shares in any other company having objects altogether or in part similar to this company, or carrying on any business capable of being conducted so as directly or indirectly to benefit the company.
- (xx) To transact or carry on all kinds of Agency business and in particular in relation to the investment of money, the sale of property, and the collection and receipt of money.
- (yy) To do all other things as may be deemed incidental or conducive to the entertainment of the objects or any of them.

And it is hereby declared that:-



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

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

That the meaning of any general word or words in any paragraph of this clause shall not be restricted by being construed ejusdem generis with any particular word or words in the same paragraph.

- 4. The liability of the Members is limited.
- 5. The initial share capital of the company is Tshs.1 50,000,000/= divided into 15,000 shares of Tshs. 10,000/= each and the company shall have power to attach there to any preferential, deferred, qualified or other special rights, privileges, restriction, or conditions.

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

Names, Addresses, and Description of Subscribers	Number of Shares taken by each Subscriber	Signature
1. ALEKSANDR EYRIKH 115372 MOSCOW. BIRYULOVSKAYA STREET HOUSE NO. 49, BLOCK 4, APT 1087 RUSSIA.	8,250	
2. FARHEEN MOHAMEDRAFIK BACHOO P. O. BOX 2610 MBEYA.	3,750	

Dated at Dsm this 12th day of July 2013

Witness to the above signatures

Name : Sajjad J. Jussab

Signature : Sajjad

Postal Address :

Qualification : Auditor

THE COMPANIES ACT 2002
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
DIAMOND EYRIKH GOLD LIMITED

PRELIMINARY

1. In these regulations:-
"The Act" means the Companies Act 2002 of the Laws of Tanzania.

When any provision of the Act is referred to, the reference is that provision is as modified by any law for the time being in force.

Unless the context otherwise requires, the expressions defined in the Act or any statutory modification thereof in the force at the date at which these regulations become binding on the company, shall have the meaning so defined.

Any words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females, and the words importing persons shall include bodies corporate, partnership, firms, cooperatives, societies etc.

The regulations of Companies Act shall not apply to the company, save in so far as they are varied or excluded hereby, but in case of any conflict between the provisions herein, and the provisions under this regulation the former shall prevail, and in addition to substitution shall be the regulations of the company.

PRIVATE COMPANY

2. The Company is a Private Company and accordingly:-
 - (a) The right to transfer shares is restricted in manner hereinafter prescribed.

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

TRANSFER OF SHARES

- 3. The Directors may in their direction and without assigning any reason thereof refuse to register the transfer of any share to any person who it shall in their opinion be undesirable for any reason whatsoever to admit to membership.
- 4. Subject to clauses 2 and 3 hereof the right to members to transfer their shares shall be restricted as follows:
 - (a) No share shall be transferred to a person who is not a member so long as any member of any person selected by the Directors as one who it is desirable in the interest of the Company to admit to membership.
 - (b) Every shareholder or trustee in bankruptcy, or any person who may desire to sell or transfer any such shares and every person who may desire to sell or transfer any such shares and every personal representatives of a deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the Board of Directors of the Company as his agent for the sale of the said shares to any member or members of the company at the price to be agreed upon between the party giving such notice the party and the board, or in case of difference to be determined by the Auditor of the Company.

- (c) Upon price of such shares being agreed on a determined as per clause (b) above, the board shall forthwith give notice to such of the shareholders other than the shareholders desiring to sell or transfer the said shares, stating the number and price of such share inviting the person to whom notice is sent to state within 21 days from the date of such notice whether he is willing to purchase any, if so what maximum number of such shares. At the expiration of such days 21 notice the board shall apportion such shares amongst the shareholders (if more than one) who shall have expressed their desire to purchase number of shares already held by them respectively, or if there be only one such shareholder, that the whole of such shares shall be sold to him, provided no shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice.

Upon such apportionment being made or such one shareholder notifying his intention to purchase, as the case may be, the party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective shareholders or to single shareholder who shall have agreed to purchase the same.

5. GENERAL MEETINGS: NOTICE OF GENERAL MEETING AND PROCEEDINGS OF THE GENERAL MEETINGS

The regulation of Companies Act shall apply to the following variations:-

- (a) A general Meeting, Ordinary or Extraordinary may with the consent in writing of all members, be convened on a shorter notice less than seven days or without notice.
- (b) Two members, present either personally or by proxy shall form a Quorum.
- (c) Any ordinary resolution of the company determined without any general meeting and evidenced by writing under the hands of majority of the Directors and of the members of the company holding three – fourths of the issued shares of the company shall be valid and effectual as an ordinary resolution duly passed at a general meeting of the company.

6. DIRECTORS

- (a) Until otherwise determined by the company in General Meeting the Directors shall not be less than two and not more than seven in number.

(b) The following persons shall be the first Directors of the company:-

1. ALEKSANDR EYRIKH
2. FARHEEN MOHAMEDRAFIK BACHOO

7. The shareholding qualification for Directors may be fixed by the company in General Meeting, and unless and until so fixed no qualification shall be required.
8. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two.
9. A resolution in writing signed by all the Directors then in Tanzania shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.
10. The Directors may from time to time borrow or raise any money for the purposes of the Company which may exceed the issued share capital of the company.

BORROWING POWERS

11. The Directors may from time to time in their discretion raise or borrow for the purpose of any Company's business such sum or sums of money as they think fit.

The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company present or future including its uncalled capital for the time being, or by the issue at such price as they may think fit, of bonds or debentures either charged upon the whole or any part of the property and assets of the company or not so charged or in such other way as the Directors may think expedient.

VOTE OF MEMBERS

12. On a show of hands every member present in person shall have one vote. On a roll every member shall have one vote only for the shares of which he is holder.
13. No member shall be entitled to vote at any general meeting unless all calls or other sums presently by him in respect of shares in the Company have been paid.

DISQUALIFICATION OF DIRECTORS

14. The office of a Director shall be vacated if the Director;
 - (a) becomes bankrupt; or
 - (b) is found to be a lunatic or becomes of unsound mind; or
 - (c) resigns his office by notice in writing to the Company;
 - (d) abstains himself from meetings of the directors for a period of six months without special leave of absence from the other Directors.

SEAL

15. The Directors shall provide for the safe custody of the Seal. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of at least two Directors or a Director and Secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

ALTERNATE DIRECTORS

16. Any director shall have power to nominate any person to act or attend as alternate Director during his absence or during his inability so to act. Such Director shall be subject in all respects to the terms and conditions existing with reference to the other Directors and such Alternate Director shall exercise and discharge all the duties of Director whom he represents.
17. Unless otherwise decided by the Directors the quorum necessary to transact business of the Directors shall be two Directors personally present.

SECRETARY

18. The Secretary shall be appointed by the Board for such terms at such remuneration and upon such condition as it may think fit, and any Secretary so appointed may be removed by the Board.

WINDING UP

19. With the sanction of a special resolution of the shareholders any part of the assets of the Company including any shares in other Companies may be divided between the members of the Company in a special or may be vested in Trustees for the benefit of such members and the liquidation of the company may be closed and the company dissolved but so that no member shall be compelled to accept any shares whereupon there is any liability.

ALTERNATION OR ADDITION



20. Subject to the provisions of the Act and to those contained in the Memorandum of Association the Company may by Special Resolution make alteration or addition so made shall be as valid and effectual as if originally contained in those article and be subject in like manner to alteration by Special Resolution.

INDEMNITY

21. 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 in which judgement is given in his favour or in which he is acquitted or is in connection with any application in which relief is granted to him by the Court.

ARBITRATION

22. If and whenever any dispute or difference shall arise between the Company and any of the members or their respective representatives touching upon the construction or meaning of any of the Articles herein contained or any act matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising here under or arising out the relation existing between the parties by reasons of these Articles or the Act, such differences shall (unless a sole arbitrator be agreed upon) forthwith be referred to the arbitration of three (3) arbitrators, one to be appointed by each party and the third to be appointed by the first two or, in the event of failure to agree within (Cap. 15) or any then existing statutory modifications or re-enactment thereof shall apply.

Names, Addresses, and Description of Subscribers	Number of Shares taken by each Subscriber	Signature
1. ALEKSANDR EYRIKH 115372 MOSCOW. BIRYULOVSKAYA STREET HOUSE NO. 49, BLOCK 4, APT 1087 RUSSIA.	8,250	
2. FARHEEN MOHAMEDRAFIK BACHOO P. O. BOX 2610 MBEYA.	3,750	

Dated at DSM this 12th day of July 2013

Witness to the above signatures

Name : Sajjad J. Jussaf

Signature : 
 ASSAD & ASSOCIATES
 CERTIFIED PUBLIC ACCOUNTANTS
 P.O. Box 7286
 DAR-ES-SALAAM

Postal Address :

Qualification : Auditor

Unclaimed refund beyond three years will be forfeited



TANZANIA INVESTMENT CENTRE

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

RECEIPT REC013590

No. 007538

Received from : DIAMOND EYRIKH GOLD LTD

Address P.O. BOX 106091 DSM

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/Deposit

Date : 22-Nov-2013

BU Isso

Receiving Officer



COMMERCIAL TENANCY AGREEMENT

BETWEEN DUZ IT ALL INDUSTRIES LIMITED
P.O. Box 7226, DAR ES SLAAM
TEL: (255)777 212 462
(HEREINAFTER CALLED THE "LANDLORD")

And
DIAMOND EYRIKH GOLD LIMITED
(hereinafter either individually or collection or collectively called the "Tenant")

1) **PREMISES**

The property Owner here by leases to the Tenant, the commercial purposes described as follows:-
House No. 10, Plot No. 168, Dar es Salaam, Tanzania.
(Hereinafter call the "Premises") for the use and occupation as commercial premises only, subject to the terms and condition hereinafter set forth.

2) **TERMS AND CONDITION**

This Agreement shall be for three years commencing at on the day 1st July, 2013 and ending on the last day of 30th June, 2016 and one month notice shall be required either the property Owner or Tenant to terminate the tenancy at end of the fixed term.
Compensation for use and occupation of the premises shall be TZS 10,000/= per day, plus any loss to the Owner and all charges for legal fees involved, until the primes is vacated.

3) **RENT**

The Tenant shall pay monthly rent of Tshs. 300,000/= in advance to the property Owner. A rental of six months was paid on 1st July, 2013.

4) **GOVERNMENT TAXES**

It is compulsory for the Tenant to pay 10% Withholding Tax and 1% Stamp Duty charges, and any other taxes concerning this Lease Agreement. The Tenant has to pay the charges to the property Owner when signing the Agreement, or pay himself at the local Government office.

5) **UTILITIES AND SERVICES**

Tenant is Responsible for

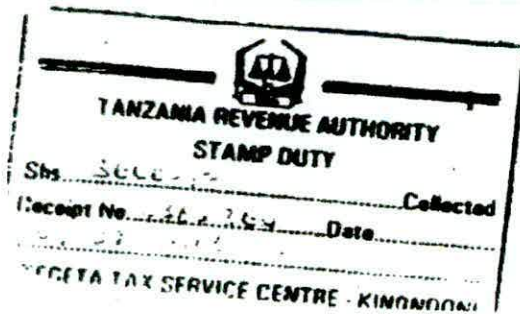
- (a) Electricity
- (b) House Security
- (c) Sewerage
- (d) Garbage

6) **AMENITIES**

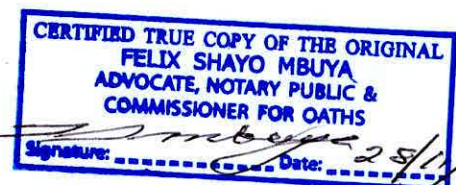
(a) The Tenant is hereby grated the following privileges and the right to use following amenities and facilities through out the term of this Agreement. Two parking's.

(b) The following privileges and the right to use the following amenities and facilities are hereby exclusively reserved to the property Owner or to the designate(s) of the proprietor and are not granted to the Tenant pursuant to this Agreement. Planting plants/trees eating coconut Security Guards and Gardeners for personal favour are not allowed.

7) **PET**



Landlord AR Tenant Of



No pet, animal, bird, or reptile shall be brought in or kept upon the premises without the written consent of the landlord first had and obtained.

8) REPAIR

To keep, at the expiration of the term hereof to leave the premises in good repair. Reasonable wear and tear accepted. Damage by fire and lightning has to repair by the tenant. If in such case personal things of the tenant are destroyed, the property owner is in no way responsible. Provided always that the landlord may in the event of the tenant refusing or neglecting to repair after being called upon to do so execute such repairs and the tenant shall pay the cost there of to the landlord upon demand. Wear and tear will be defined as deterioration that occurs over time with the use of premises even though the premises receive reasonable care and maintenance. The tenant will make all repairs after he has moved into the premises.

9) ENTRY FOR REPAIRS

The tenant shall allow the landlord, its servants, agents, and workmen upon 24hours notice to enter into and upon the premises. In-between 8 a.m. and 8p.m., to examine the premises or to make such repairs and alterations to the premises. The landlord may see fit to make any repairs and can also for the purpose of examining, altering or repairing any adjoining or contiguous on the premises.

10) DAMAGE

The tenant shall be responsible for and shall promptly pay to the land lord upon demand:

- a) The cost of repairing plugged toilets, sinks, and drains and the cost of damage resulting directly or indirectly there from provided that the same were caused by the fault or neglect of the tenant, his family or guests and,
- b) The cost of replacing or repairing windows, light fixtures, fuses, light bulbs, florescent tubes, and appliances damaged, broken, removed or destroyed during the term hereof and caused by the fault of the tenant and his family or guest and
- c) The cost of cleaning, repairing and replacing all carpets ,tiles, counter tops, walls and ceilings drapes, soiled, damaged, water stained or destroyed due to fault or neglect of the tenant and his family or guests, and
- d) The cost of repairing and damage done by reasons of water from the premises or causing damage to the premises due to the fault or neglect of the tenant and his family or guests and
- e) The cost of any the repairs or replacement occasioned due to the fault or neglect of the tenant and his family or guests.

11) CARE OF THE PREMISES

The tenant shall take good care of the premises and keep same in a reasonably clean condition. The tenant at all times during the term keep clean and in good order and condition all fittings, fixtures, appliances, and furniture, which are the property of the landlord. Further, the tenant will not decorate, re-decorate, or make any changes or alterations to the premises without the consent of the landlord, in writing first hand and obtained. Provided always that the landlord may, in the event of the tenant refusing or neglecting to maintain the premises after being called upon to do so. Perform such maintenance, repairs, or alterations to the premises and the tenant shall pay the cost. The tenant shall allow the land lord, its servants, agents, and workmen to enter into and upon the premises or any part thereof between 8 am and 8pm and 24hours verbal notice, except in case of emergency in which case no notice shall be

required to examine the premises. The landlord may see fit to make any repairs and can also for the purpose of examining, altering or repairing any adjoining or contiguous on the premises.

12) RESIDENCE

To use the premises for no purpose other than as a residence for him, his family, and his guests and specifically the tenant shall not allow the premises for any illegal or immoral purpose.

13) DEFECTS

The tenant shall give to the landlord prompt notice of any accidents or damage to, or any defect in the water pipes, heating apparatus, electric lights or wires, appliances or furniture supplied by the landlord, if any, event of fire in the premises the tenant shall immediately notify the landlord.

14) NOT TO REMOVE CHATTELS

The tenant shall not remove any of his fixtures, goods or chattels of any kind from the premises until all rent due or to become due under this lease and all utilities and other charges here in reserved are fully paid and should the tenant remove his fixtures, goods and chattels from the premises without full payment being made, all such rent, utility and charges shall immediately become due and payable by the tenant and the landlord may follow the fixtures, goods and chattels in the same manner as if they had been fraudulently and clandestinely removed.

15) PARKING

The use of automobiles, whether the tenants or any person from whom the tenant is responsible, shall be governed by the following:

a) In the event that parking privileges are included in this lease, the tenant shall park his automobile only in a space or area allotted to him from time to time by the landlord. The tenant covenants not to allow any person from whom the tenant is responsible to use any other parking space in or related to the land lords land and premises,

b) In operating any automobile, the tenant and all persons from whom the tenant is responsible shall use only existing roadways in parking areas intended for use by automobiles and shall not operate or park any automobile on any other part of land lords premises. For the purpose of this

clause, automobiles include trailers, trucks, boats, commercial vehicles and motorcycle as well as private passenger cars.

c) Parking spaces, whether assigned to the tenant or not, shall be used only for private passenger car and not for boats, trailers, trucks, commercial vehicles.

d) The tenant covenants that any vehicle owned by the tenant or by any person from whom the tenant is responsible, will be removed by the landlord at the tenants expense.

e) The tenant agrees that the tenant or any person for whom the tenant is responsible for shall not make repairs to any automobile on any part of the landlord's premises. The tenant shall not keep on the landlord's premises any private passenger automobiles which are not in operating condition and being used day to day.

16) TENANT'S FIXTURES

No fixtures situated or installed in the premises shall be removed by the tenant save such fixtures as are wholly provided and installed by the tenant with the landlord's written consent, provided that in removing any of his own fixtures, the tenant shall not damage the premises or any part thereof and shall leave the premises in the same condition and state of repairs as they were prior to the installation of the tenant's said fixtures and provided further that all of the tenant's said fixtures and goods and chattels of the tenant that are not removed by the tenant forthwith upon termination of this lease shall at the option of the landlord becomes the sole & exclusive property of the landlord.

17) FIRE AND HEALTH REGULATIONS

The tenant shall comply with all health and fire regulations or requirements of competent authorities from time to time in force. The tenant shall do nothing nor to do anything by which is a fire or health or other hazard created.

18) ASSIGN

The tenant shall not assign the term here by granted, or any part thereof, not sublet, nor part with possession of the premises, nor leave guests in charge of the premises for periods longer than 2 weeks, without the consent of the landlord in writing first hand and obtained, such consent not to be unreasonably withheld.

19) INDEMNIFY

The tenant will indemnify and save the landlord harmless from all liabilities, fines, suits, claims, demands and actions of any kinds or nature for which the landlord shall or may become liable or suffer by reason of any breach, violation, or non performance by the tenant of any covenant, term or provision hereof or by reason of any death or injury resulting from occasioned to or suffered by any person or any property by reason of any act, neglect or default on the part of the tenant, or any of his family or his household or his guests, such indemnification in respect of any such breach, violation or non - performance, damage to property, injury or death occurring during the term of the lease shall survive the termination of the lease, anything in this lease to the contrary notwithstanding.

20) SHOW PREMISES

The tenant shall permit the landlord all keys to the premises to prospective tenants at reasonable times with the consent of the tenant (or of a person lawfully on the premises or upon giving at least 24 hours written notice to the tenant). Such entry shall only take place after either of the landlord or tenant has given notice of termination except in the case of fixed term tenancy when such entry may only take place during the last 3 months of tenancy.

21) DELIVERY KEYS

To promptly deliver up to the land lord all keys to the premises and related facilities, upon the expiration or sooner termination of this lease. In the event that such keys are not delivered promptly to the landlord, requiring the landlord to change any locks the tenant shall immediately reimburse the landlord for all costs incurred.

22) YIELD UP PREMISES

The tenant shall, at the expiration or sooner termination of the lease without notice from the landlord peaceably surrender and yield up possession of the premises, fixtures, furniture and appliances belonging to landlord, in the same condition as when the same were entered upon by the tenant, reasonable wear and tear accepted.

23) RE-ENTRY

In the event that:

- a) The rent or any other sum for which the tenant is liable hereunder be not paid at the times here in set out, or
- b) The premises become abandoned or vacated, or
- c) The premises are sublet in whole or in part, or this lease is assigned, without the consent of the landlord in writing first hand and obtained or,
- d) The tenant does any act which may be deemed objectionable considering the character of the premises or shall fail to observe, perform and keep each of the covenants, provisions, stipulations, conditions, rules and regulations herein contained, or
- e) The tenant attempts to remove his furniture, chattels or other belongings from the premises, or
- f) The tenant fails to take possession of the premises on the commencement date hereof then at the option of the landlord and in addition to all other remedies available to it.

1) The landlord may upon 10 days notice to the tenant or immediately in the case of the occurrence of events referred to in sub paragraphs terminate this lease. Or

2) The landlord or its agent may re-enter the premises either by force or otherwise without being liable to prosecution thereof, and may at its option relet the premises as the agent of the tenant and receive the rent thereof and apply the same first, to the payment of such expenses as the landlord may be put to in re-entering, cleaning and repairing damage to the premises and then to the payment of rent here in reserved until the full expiration of the term hereby granted and the landlord, or its agent may also re-

enter the premises as aforesaid and remove all belongings of the tenant at the expense of the tenants.

24) CLEAR MONTH'S NOTICE

One clear month's written notice shall mean any notice in writing given on or before the first of the month of tenancy to be effective on the last day of that month of that tenancy. Notice received after the first of the month will be effective on the last day of the following month. The tenant will not be refunded money for any months left on his contract.

25) TENANT TO INSURE

It shall be responsibility of the tenant to insure his property against damage or loss by fire, water, electricity burns/burnouts, theft, or other perils.

26) CONDITION REPORT

Prior to the tenant taking possession of the premises, the landlord and the tenant shall complete and execute a condition report together detailing the condition of the premises, fixtures and appliances, if any, and the said report shall be conclusive evidence of the condition of the premises, fixtures and appliances, if any, prior to occupation by the tenant. At the expiration or sooner termination of this lease, and the following removal of the tenant's furniture, belongings, and fixtures, the tenant and the landlord shall complete and execute a further condition report detailing the condition of the premises, fixtures, and appliances if any.

27) DELIVERY SERVICES

The landlord, in the best interest of the building or its occupants, shall have the right to regulate and limit excess to the building by delivery services, peddlers and solicitors.

28) LIABILITY

The tenant agrees that the landlord shall not be liable or responsible in any way for any personal injury or death that may be suffered by the tenant or any member of the tenant family, agents employees, guest or any other person that may be upon the premises or the premises of the landlord or for any loss of or damage or injury to any property including cars and contents thereof belonging to the tenant or to any member or the tenant's family and in particular (but without limiting the generality of the foregoing) the landlord shall not be liable for any damages to any of the tenants property caused by water, rain, or which may leak in to, issue or fall from any part of the premises, or the premises of the landlord, or from any water, sprinkle or drainage pipes or from the use and operation of grounds, common areas, parking lots or structure, swimming pool and social facilities on the premises of the landlord. **The tenant acknowledges that he and his family, household servants, agents and guests use the premises and related facilities entirely at their own risk**

29) COLLECTION

In addition, without prejudice to all other remedies of the landlord, the landlord may perform or discharge the obligations or liabilities of the tenant here in contained or arising here from and to recover the cost there of from the tenant as a rent in arrears.

30) OVERHOLDING

In the event that the tenant remains in position following the expiration of the term hereby demised without any further agreement in writing having been entered into, the tenant shall be subject to all terms and conditions hereof, except as to length of term.

31) CONDONATION

Waiver by the landlord or any failure by the tenant to confirm to the provision of this lease or the rules and regulations, shall not affect the landlord's rights in respect of any later failure.

32) NO REPRESENTATIONS

The premises are taken by the tenant without representations of any kind other than those contained in this lease on the part of the land lord or its agent. This lease contains of all the agreements and conditions between the parties hereto and any addition to or alterations of or changes in this lease to be binding must be made in writing and signed by both the parties.

33) NOTICES

Any notice to be served pursuant to the terms hereof maybe served upon the landlord by mailing the same **by registered mail addressed to the landlord** of the first noted in the first page, or search addresses as late notice may direct, and upon the tenant at the premises personally or by **registered mail**.

34) PERSONS FOR WHOM THE TENANT IS RESPONSIBLE

The tenant is responsible for any person or persons who are open or occupying the premises, the common areas, or any other part of the landlord's premises at the request of the tenant, either expressed or implied, whether for any other purpose of visiting the tenant, making deliveries, repairs or attending upon the premises for any other reasons. Without limiting the generality of the foregoing, the tenant is responsible for all members of the tenant's family, guests, invitee's or other similar person.

35) COMPLIANCE WITH RULES AND REGULATIONS

The tenant and all the person for which tenant is responsible shall comply at all times with each of the rules and regulations set out in schedule "A" and other schedule annexed here to and made a part hereof and shall likewise comply with such further rules and regulations as the landlord may from time to time communicate to the tenant.

36) IF YOU BREAK THE LEASE AGREEMENT

In the event that the tenant vacates the premises they will not be refunded any rent left from which they have paid already.

This is schedule "A" to the Lease Agreement RULES AND REGULATIONS

Privacy and convenience are best achieved by people living together with some mutually agreed upon understanding. We ask that you and your neighbors consent to certain rules designed to help maintain community, appearance and tranquility. We use these rules as little as possible but they are there to protect you and us if needed

1.) Rental Payment

Late payments are subject to a service charge of \$5.00 plus additional \$5.00 for each day. The rent is not paid

2.) Keys and Locks

One unit of key are issued at the time of occupancy. An alteration, replacement, of locks or installation of bolts, is required to furnish management with a key for any locks installed or changed by the tenant.

3.) Lock Outs

In view of increasing demands and to reduce this problem to a minimum, a charge will be made to admit tenants who have been locked out.

4.) Moving

Household furniture and effects to the tenant shall not be taken into, or removed from the premises accept at such times in such manner as maybe previously consented and approved by manager or landlord in writing.

5.) Maintenance

The tenant will pay all repairs or maintenance. Please contact the landlord before doing so.

6.) Light Bulbs

Each house will be equipped at the time of occupancy with electric light bulbs. After move –in the tenant is expected to replace burnt –out bulbs.

7.) Garbage

Once a week all garbage will be collected. It is imperative that garbage be wrapped and put in bags in order to keep the property clean

8.) Disturbances and Noises etc

No tenant may make or permit any disturbances noises by him, family, or friends. Any action , which will disturb the peace and quite of the residence are absolutely prohibited

9.) Refrigerator

Do not use any type of sharp instrument to pick or scrap of ice. This action can easily puncture the coil causing a loss of refrigerant and requiring expensive replacement.

10.) Awnings

Awnings, shades or other equipment will not be permitted on the exterior of the building.

11.) Parking

Parking places are provided for tenants. Vehicles may be parked within marked lines. Any unregistered vehicles will be towed away at owner's risk and expenses.

12.) Lawn Areas

In line with the continuing program of beautifying the property, cooperation is requested in keeping land areas free of litter, garbage, bicycles, and other equipment.

13.) Roofs

Only authorized personnel are allowed on the roof. Placing of antennas or other equipment on the roof is expressly prohibited.

14.) Balconies

They are not for storage of boxes tires, bottles, or other like materials.

15.) Electrical Appliances

The tenant shall not bring on to the lease premises or into the building any major electrical appliances or apparatus such as dishwasher, air conditioner or washer or dryer without written approval of the landlord.

16.) Wiring

Neither wiring for electrical lights, television or radio connection or otherwise are to be introduced, nor the position of any wire altered and the telephone shall be permitted only at place provided.

17.) Doors

Doors must be kept closed and during the absence of the tenant's it must be locked.

18.) Water

No water shall be left running unless in actual use

19.) No Signs

The tenant shall not display any sign, advertisement, or notice in or about the premises.

20.) Fasteners

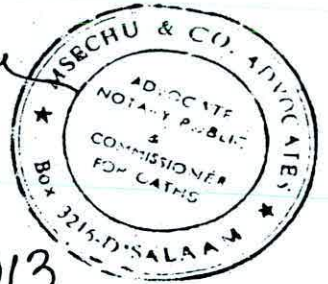
No tacks, nails, cement or other fasteners shall be placed in the walls, ceilings, floors, doors or trim of the premise

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

SIGNED BY THE TENANT
In the presence of

[Signature]
TENANT

[Signature]
WITNESS



01.07.2013
DATE

01.07.2013
DATE

SIGNED BY THE LANDLORD
In the presence of:

[Signature]
LANDLORD

[Signature]
WITNESS



01/07/2013
DATE

01.07.2013
DATE

CERTIFIED TRUE COPY OF THE ORIGINAL
FELIX SHAYO MBUYA
ADVOCATE, NOTARY PUBLIC &
COMMISSIONER FOR OATHS
Signature: [Signature] Date: 28/11/2013



TANZANIA REVENUE AUTHORITY

DEPARTMENT DR Degela

04-JUL-2013

PAYMENT NOTICE AND DEPOSIT SLIP

0 **2365364** /12-13

224101022

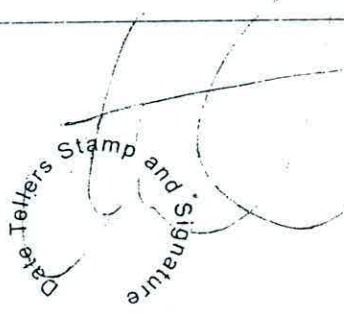
PART 1: TAX PAYMENT NOTICE			22201100022	COMMISSIONER FOR DOMESTIC REVENUE C		
1. Taxpayer Name and Address:		FJ#1318532152218	2. TIN:		1 0 5 2 8 7 0 5 4	
<u>DUZ IT ALL</u>				3. Tax Debit No.		
<u>P.O BOX 7226 DSM</u>				5. Total Tax Payment TZS		<u>216,000 F</u>
4. Tax Region	<u>KINONDONO</u>	TZS 216,000.00		6. Type of Tax		
GFS CODE	Amount	Tax Period	GFS CODE	Amount	Tax Period	
<u>11131000</u>	<u>180,000</u>	<u>2013</u>				
<u>11610100</u>	<u>36,000</u>	<u>2013</u>				

Shilling Two Hundred Sixteen Thousand Only

PART 2: TAX PAYMENT DEPOSIT SLIP

7. Name of Bank NMB DUZ IT ALL 106-287 054 Branch TEGETA GK03590

8. Payment

Cash:	Denomination	Amount (TZS)	Cents
	Notes: 10000/-x <u>43</u>	<u>215,000</u>	
	5000/-x <u>43</u>	<u>215,000</u>	
	2000/-x		
	1000/-x <u>1</u>	<u>1,000</u>	
	500/-x		
	Coins 200/-x		
	100/-x		
	50/-x		
	20/-x		
	10/-x		
5/-x			
Total Cash TZS		<u>216,000</u>	
Cheques:			
Cheque Number	Drawer's Name	Bank and Branch	TZS Cents
TOTAL CHEQUES			
GRAND TOTAL			

9. Amount in words Two hundred and sixteen thousand shillings

10. Taxpayer's Signature [Signature] Date 04/07/2013