



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

FILE BEGINS	ENDS	PART
FILE TITLE		FILE NUMBER TICC PP10
<b>CONFIDENTIAL</b>		<del>130279</del> 042525

INDEX HEADINGS

Officer or Section	For Action F/M	Initials	Date	Action taken vide F/M	Officer or Section	For Action F/M	Initials	Date	Action taken vide F/M	Officer or Section	For Action F/M	Initials	Date	Action taken vide F/M
DIF	FI	BT	23/7/13	✓										
Khas	TL	6	28/7/13	✓										
EXP	M	6	7/8/13	✓										

FILE NUMBER  
 TICC PP10  
 PART  
~~130279~~  
 042525

ANTHONY FARMER & ASSOCIATES  
TANZANIA LTD

# MINUTE SHEET

Dokezo  
No.

1.0

## EXD

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

(a) Minimum finance investment threshold has been exceeded, the project expects to invest US\$ 0.625 M

(b) Legal entity has been incorporated under certificate

No. 83434 of 25/05/2011

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

Submitted for signature.

  
N. Senzia  
DIF

23<sup>rd</sup> September, 2013

APPROVED BY EXD

Sign: 

Date: 20/09/13

2.0

As EXD done 24/10/2013

In response to the TIC letter of registration dated 13<sup>th</sup> September 2013

the project has submitted the required documents namely: -

(a) Company Board Resolution.

(b) Reference letter/Financing from Equity Bank LTD

(c) Title deed and affidavit as evidence of land.

With the above submission EXD is requested to sign Certificate of Incentives No. 042525 herein attached.

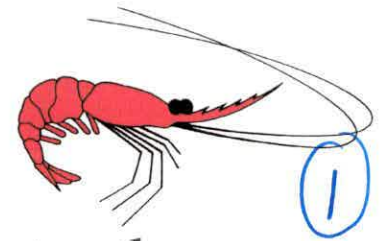
23/10/2013

  
DIF

# MINUTE SHEET

Dokezo  
No.

1



**Anthony  
& Farmer  
Associates  
Tanzania Ltd**

Plot 532 • Sea Cliff Village  
Toure Drive • Msasani Peninsula  
PO Box 36519 • Dar es Salaam  
United Republic of Tanzania

Off: +255 (0)735 717 818  
Mob: +255 (0)785 000 006  
E-mail: [ASDF@anthonyfarmer.com](mailto:ASDF@anthonyfarmer.com)  
Website: <http://www.anthonyfarmer.com>



The Executive Director  
Tanzania Investment Centre  
PO Box 938  
Dar es Salaam  
United Republic of Tanzania

23<sup>rd</sup> July 2013

**Serial No:** 9244  
**TIC No:** 11254

Dear Sir

**Subject: Application for Certificate of Incentives**

It is my pleasure to submit our application for the grant of a Certificate of Incentives for Anthony Farmer & Associates Tanzania Limited which will trade as the Anthony Farmer Group. In support of this application, I enclose the following documents for your kind attention and review:

- Board resolution dated 8 July 2013
- Certified registration form PA1
- Two photocopies of the registration form PA1
- Copy receipt for US\$160 in respect of the registration form
- Three bound copies of the business plan
- Certified copies of certificates of incorporation for -
  - *Anthony Farmer & Associates Tanzania Limited*
  - *Dokudami Limited*
  - *Trident Security Solutions Limited*
  - *Anglo-Tanzanian Investments Limited*
- Bound copies of the Memoranda and Articles of Association for -
  - *Anthony Farmer & Associates Tanzania Limited*
  - *Dokudami Limited*
  - *Trident Security Solutions Limited*
  - *Anglo-Tanzanian Investments Limited*

Please note that I am leaving for England on business on Sunday, the 28<sup>th</sup> of July for two to three weeks and plan to be back towards the end of the third week of August. Should you have any queries, I can be contacted at the following address and telephone numbers whilst I am away:

Anthony Farmer & Associates  
Prime Farm  
Whitchurch Canonicorum  
Bridport  
Dorset DT6 6RP  
United Kingdom

Office: +44 1297 489 100  
Mobile: +44 79 00 66 00 63  
Fax: +44 1297 489 081  
E-mail: ASDF@anthonyfarmer.com

Yours faithfully  
for and on behalf of Anthony Farmer & Associates Tanzania Ltd



**Anthony S D Farmer**  
Chairman



File: AF&AT045

# ANTHONY FARMER AND ASSOCIATES TANZANIA LIMITED

COMPANY NO. 83434

## EXTRACT BOARD RESOLUTION

On the 8<sup>th</sup> day of **July 2013** the Directors of **ANTHONY FARMER AND ASSOCIATES TANZANIA LIMITED ("the Company")** at their extraordinary meeting of the Board **RESOLVED** the following:

1. That having considered the finance being invested in the Company and its subsidiaries (Dokudami Limited and Trident Security Solutions Limited), their future proposed activities and the potential benefits arising from the grant of a Certificate of Incentives by the Tanzania Investment Centre, the Company should immediately prepare the necessary documentation and pay the appropriate fees in order to submit an application to the Tanzania Investment Centre.
2. That having prepared the necessary documentation and paid the appropriate fees, submit an application for a Certificate of Incentives forthwith.
3. That the above resolutions are without reservation and with immediate effect.

**We, the undersigned hereby certify the foregoing to be a true and *bona fide* extract of the deliberation and resolution passed by the Directors of the Company on the 8<sup>th</sup> of July 2013.**

**Name:** Anthony Stephen De Silva Farmer

**Date:** 8<sup>th</sup> July 2013

**Signature:**



**Designation:**

Chairman

**Name:** Teresiah Mueni King'oo

**Date:** 8<sup>th</sup> July 2013

**Signature:**



**Designation:**

Director & Secretary





# TANZANIA INVESTMENT CENTRE

## REGISTRATION FORM

FOR

## CERTIFICATE OF INCENTIVES

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

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

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

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 ANTHONY STEPHEN DE SILVA FARMER.....  
(director/directors/agent of ANTHONY FARMER & ASSOCIATES TANZANIA LTD  
(name of business enterprise) apply for registration of ANTHONY FARMER & ASSOCIATES TANZANIA LTD  
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 532, SEA CLIFF VILLAGE, TOURE DRIVE, MSASANI PENINSULA, DSM

Copies of the following documents are attached to this application:

- (i) The Memorandum and Articles of Association/or partnership agreement (x 4)
- (ii) Certificate of Incorporation/Registration (x 4)
- (iii) A copy of the Project Profile or Feasibility Study showing the implementation period, programme of implementation and operative date (x 3)
- (iv) Evidence of financing and evidence of land ownership for the project INCLUDED IN ABOVE PROFILE
3. The Head Office of the Company will be situated at AS ABOVE.....
4. The Principal Officers of the Company are DR ANTHONY S D FARMER, COL GODFREY A NYIMO AND TERESIAH M KINGOO
5. Auditors of the Company are H W FISHER & CO, UK
6. The authorized share capital of the Company is Tshs./US\$ TWO BILLION

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 1.25 MILLION
8. The month and day of the financial year end is AUGUST 1ST

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\$ 160.00  
RECEIPT ENCLOSED..... Being the Registration Fees. *In the event this application is unsuccessful we understand that this fee will not be refunded.*

I, ANTHONY S.D. FARMER of Post Office Number PO BOX 36519  
DSM..... do solemnly and sincerely declare that I am a director/duly

authorized agent of ANTHONY FARMER & ASSOCIATES TANZANIA LTD

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

Declared at Dar es Salaam }  
ANTHONY S.D. FARMER }  
 The 23rd day of JULY 2013 }

 Applicant



Before me:

  
 .....  
 Commissioner for Oaths



## APPLICATION SUMMARY

Company Name: ANTHONY FARMER & ASSOCIATES TANZANIA LTD

Certificate of Incorporation Number: 83434 Status: PRIVATE

Certificate of Incorporation Date: 25 MAY 2011

Post Box: PO BOX 36519

Town: DSM

Sector: MINERAL & FISHERIES Sub-Sector: MARINE SECURITY  
PUBLIC HEALTH NATURAL RESOURCES  
CONSULTANCY ETC

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity	Local Equity	Foreign Loan	Local Loan
1.2 MILLION	NIL	NIL	NIL

Project Objectives: ESTABLISH A MARITIME TRAINING

CENTRE, BOAT BUILDING OPERATION FOR OIL, GAS,

AND FISHERIES SECTOR, NATURAL RESOURCES CONSULTANCY  
AND IMPORTATION AND SALE OF WATER FILTERS AND

Capacity: AERBAL PRODUCTS

Employment: Foreign: 4-10 Local: 100+ Total: 100+

Implementation Period: 5 YEARS

### Project Location

Site/Plot/Block No.: 532

Street: TOURE DRIVE District: MASAKI Region: KINONDONI  
(Attach sketch map showing project location)

Shareholders	Nationality	%
ANTHONY S D FARMER	BRITISH	50
ANTHONY FARMER & CO LTD	BRITISH	50

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

Land/Building ..... NIL  
Plant ..... 200,000  
Vehicles + BOATS ..... 440,000  
Furniture & Fittings ..... 75,000  
Pre-expenses ..... 35,000  
Others ..... 100,000  
Working Capital ..... 400,000  
**TOTAL** US\$ 1,250,000

**Contact Details:**

Name: DR ANTHONY S D ..... Title: CHAIRMAN  
FARMER  
Telephone: 0785000006 ..... Fax: \_\_\_\_\_  
Email: ASDR@anthonyfarmer.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

PROPOSED SITE OF THE  
MARITIME TRAINING CENTRE  
AND BOAT BUILDING YARD. -  
FORMERLY TAFICO.



THE APPROXIMATE EXTENT OF THE  
SITE IS MARKED BY THE RED  
LINES.

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

Land/Building ..... NIL

Plant ..... 200,000

Vehicles + BOATS ..... 440,000

Furniture & Fittings ..... 75,000

Pre-expenses ..... 35,000

Others ..... 100,000

Working Capital ..... 400,000

**TOTAL**      US\$ 1,250,000

**Contact Details:**

Name: DR ANTHONY S D ..... Title: CHAIRMAN  
FARMER

Telephone: 0785 000006 ..... Fax: —

Email: ASDF@anthonyfarmer.com

**Payments to be made payable to:**

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

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Town: DSM

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PUBLIC HEALTH NATURAL RESOURCES  
CONSULTANCY ETC

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity	Local Equity	Foreign Loan	Local Loan
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Capacity: HERBAL PRODUCTS

Employment: Foreign: 7-10 Local: 100+ Total: 100+

Implementation Period: 5 YEARS

### Project Location

Site/Plot/Block No.: 532

Street: TOURE DRIVE District: MASAKI Region: KINONDONI  
(Attach sketch map showing project location)

Shareholders	Nationality	%
ANTHONY S D FARMER	BRITISH	50
ANTHONY FARMER & CO LTD	BRITISH	50

7. The intended capital investment of the Company in terms of Section 2(2) of the Act

is Tshs./US\$ 1.25 MILLION

8. The month and day of the financial year end is AUGUST 1ST

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\$ 160.00

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

I, ANTHONY S.D. FARMER of Post Office Number PO BOX 36519

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

authorized agent of ANTHONY FARMER & ASSOCIATES TANZANIA LTD

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

Declared at Dar es Salaam }  
ANTHONY S.D. FARMER }

The 23rd day of JULY 2013 }

 Applicant



Before me:



Commissioner for Oaths



UNITED REPUBLIC OF TANZANIA

THE TANZANIA INVESTMENT ACT  
(No. 26 of 1997)

APPLICATION FOR REGISTRATION  
(Made under Regulation 42)

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

1. I/We ANTHONY STEPHEN DE SILVA FARMER  
(director/directors/agent of ANTHONY FARMER & ASSOCIATES TANZANIA LTD  
(name of business enterprise) apply for registration of ANTHONY FARMER & ASSOCIATES TANZANIA LTD  
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 532, SEA CLIFF VILLAGE, TOURE DRIVE, MSASANI PENINSULA, DSM

Copies of the following documents are attached to this application:

- (i) The Memorandum and Articles of Association/or partnership agreement (x 4)  
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4. The Principal Officers of the Company are DR ANTHONY S.D. FARMER, COL GODFREY A NYIMO AND TERESIAH M KINGOO
5. Auditors of the Company are H W FISHER & CO, UK
6. The authorized share capital of the Company is Tshs./US\$ TWO BILLION



# TANZANIA INVESTMENT CENTRE

## REGISTRATION FORM

FOR

## CERTIFICATE OF INCENTIVES

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

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

(Please fill the form in duplicate)

# ANTHONY FARMER AND ASSOCIATES TANZANIA LIMITED

COMPANY NO. 83434

## EXTRACT BOARD RESOLUTION

On the 8<sup>th</sup> day of **July 2013** the Directors of **ANTHONY FARMER AND ASSOCIATES TANZANIA LIMITED ("the Company")** at their extraordinary meeting of the Board **RESOLVED** the following:

1. That having considered the finance being invested in the Company and its subsidiaries (Dokudami Limited and Trident Security Solutions Limited), their future proposed activities and the potential benefits arising from the grant of a Certificate of Incentives by the Tanzania Investment Centre, the Company should immediately prepare the necessary documentation and pay the appropriate fees in order to submit an application to the Tanzania Investment Centre.
2. That having prepared the necessary documentation and paid the appropriate fees, submit an application for a Certificate of Incentives forthwith.
3. That the above resolutions are without reservation and with immediate effect.

**We, the undersigned hereby certify the foregoing to be a true and *bona fide* extract of the deliberation and resolution passed by the Directors of the Company on the 8<sup>th</sup> of July 2013.**

**Name:** Anthony Stephen De Silva Farmer

**Date:** 8<sup>th</sup> July 2013

**Signature:**



**Designation:**

Chairman

**Name:** Teresiah Mueni King'oo

**Date:** 8<sup>th</sup> July 2013

**Signature:**



**Designation:**

Director & Secretary



Please note that I am leaving for England on business on Sunday, the 28<sup>th</sup> of July for two to three weeks and plan to be back towards the end of the third week of August. Should you have any queries, I can be contacted at the following address and telephone numbers whilst I am away:

Anthony Farmer & Associates  
Prime Farm  
Whitchurch Canonicorum  
Bridport  
Dorset DT6 6RP  
United Kingdom

Office: +44 1297 489 100  
Mobile: +44 79 00 66 00 63  
Fax: +44 1297 489 081  
E-mail: ASDF@anthonyfarmer.com

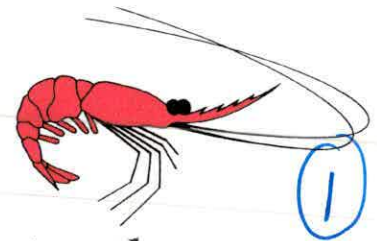
Yours faithfully  
for and on behalf of Anthony Farmer & Associates Tanzania Ltd



**Anthony S D Farmer**  
Chairman



File: AF&ATo45



**Anthony  
& Farmer  
Associates  
Tanzania Ltd**

Plot 532 • Sea Cliff Village  
Toure Drive • Msasani Peninsula  
PO Box 36519 • Dar es Salaam  
United Republic of Tanzania

Off: +255 (0)735 717 818

Mob: +255 (0)785 000 006

E-mail: [ASDF@anthonyfarmer.com](mailto:ASDF@anthonyfarmer.com)  
Website: <http://www.anthonyfarmer.com>



The Executive Director  
Tanzania Investment Centre  
PO Box 938  
Dar es Salaam  
United Republic of Tanzania

23<sup>rd</sup> July 2013

**Serial No:** 9244

**TIC No:** 11254

Dear Sir

**Subject: Application for Certificate of Incentives**

It is my pleasure to submit our application for the grant of a Certificate of Incentives for Anthony Farmer & Associates Tanzania Limited which will trade as the Anthony Farmer Group. In support of this application, I enclose the following documents for your kind attention and review:

- Board resolution dated 8 July 2013
- Certified registration form PA1
- Two photocopies of the registration form PA1
- Copy receipt for US\$160 in respect of the registration form
- Three bound copies of the business plan
- Certified copies of certificates of incorporation for -
  - *Anthony Farmer & Associates Tanzania Limited*
  - *Dokudami Limited*
  - *Trident Security Solutions Limited*
  - *Anglo-Tanzanian Investments Limited*
- Bound copies of the Memoranda and Articles of Association for -
  - *Anthony Farmer & Associates Tanzania Limited*
  - *Dokudami Limited*
  - *Trident Security Solutions Limited*
  - *Anglo-Tanzanian Investments Limited*

# MINUTE SHEET

Dokezo  
No.



# MINUTE SHEET

Dokezo  
No.

1-0

## EXD

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

(a) Minimum finance investment threshold has been exceeded, the project expects to invest US\$ 0.625 M

(b) Legal entity has been incorporated under certificate

No. 83434 of 25/05/2011

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

Submitted for signature.

  
N. Senzia  
DIF

23<sup>rd</sup> September, 2013

APPROVED BY EXD

Sign: 

Date: 30/09/13

2.0

~~EXD done~~ 24/10/2013

In response to the TIC letter of registration dated 13<sup>th</sup> September 2013

the project has submitted the required documents namely: -

(a) Company Board Resolution.

(b) Reference letter/Financing from Equity Bank Ltd

(c) Title deed and affidavit as evidence of land.

With the above submission EXD is requested to sign Certificate of Incentives No. 042525 herein attached.

23/10/2013

  
DIF

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** REC011991

No.006149

Received from : **ANTHONY FARMER & ASSOCIATES (T) LTD**

Address **P.O. Box 36519 DSM**

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

Being payment in respect of **REGISTRATION FEES**

Amount : **USD 160.00**

Cash / Cheque No: **D/deposit 12/7**  
Date : **12-Jul-2013**

**BUisso** *M.B.*  
Receiving Officer

*For Executive Director  
Tanzania Investment Centre*

# TANZANIA



## Certificate of Incorporation

Section 15

No 83434



### I HEREBY CERTIFY THAT

**ANTHONY FARMER AND ASSOCIATES TANZANIA LIMITED**

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

Given under my hand at Dar es salaam

this 25TH day of MAY

**TWO THOUSAND AND ELEVEN.**

*Asst. Registrar of Companies*

3

TICC/PP.10/130279/3

31<sup>st</sup> July, 2013

Managing Director,  
Anthony Farmer and Associates (T) Ltd,  
P.O. Box 36519,  
**DAR ES SALAAM**

**RE: CERTIFICATE OF INCENTIVES FOR MARITIME TRAINING CENTRE  
PROJECT IN DAR ES SALAAM**

We wish to acknowledge receipt of your project proposal to establish maritime training centre as presented in the TIC P.A. 1 Form No. 11254 and Feasibility Study with a projected investment amounting to USD 1.25m.

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:-

- Bank Reference for equity funding or a letter from Bank/Financial Institution that a loan is granted or is under consideration as required by Section 17(3) (f) of Tanzania Investment Act, 1997.
- Certified document showing evidence of Land ownership for the location of the project.
- Letter of no objection from Ministry of Educational and Vocation Training
- Certified document from BRELA showing current status of company shareholders

Also be informed you will have to submit a project implementation report 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.

.../2

TICC/PP.10/130279/3

31<sup>st</sup> July, 2013

Also note that a facilitation fee equivalent to US\$ 1000.00 is payable at the ruling exchange rate prior issuance of certificate of incentives. Please make deposit direct to the bank as per bank details below:

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

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

Yours sincerely,

**Tanzania Investment Centre**



**Juliet R. Kairuki**  
Executive Director

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

Permanent Secretary,  
Ministry of Education and Vocational Training,  
P.O. Box 9121,  
**DAR ES SALAAM**

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



# TIC Evaluation Report

**Name of the Company**  
**Anthony Farmer And Associates (T) Ltd.**

Post Box	Toure Drive, Plot No. 532, Masaki Area	COI Number	83434	Contact	Dr. Anthony S. D.
Post Office	36519	COI Date	25/05/2011	Designation	Chairman
Region	Dar Es Salaam	Application F. No	11254	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Human Resources	Cell Phone	0785 00 00 06
		Sub Sector	Maritime	Fax	0
		File No	130279	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD											
Plot/Block	Plot No. 532, Masaki Area	<table border="1"> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> <tr> <td>1.25</td> <td>0</td> <td>0</td> <td>0</td> </tr> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	1.25	0	0	0			
Foreign Equity	Local Equity		Foreign Loan	Local Loan									
1.25	0		0	0									
Street	Toure Drive												
District	Kinondoni												
Region	Dar es Salaam												

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0
Anthony Farmer & Co. Ltd.	British	50	Plant	0.2
Anthony S. D. Farmer	British	50	Vehicles	0.44
			Furniture & Fittings	0.075
			Pre-expenses	0.035
			Others	0.1
			Working Capital	0.4
			Total	1.25

Employment	110	Evaluated By	wf officer4
Capacity	100 students per year	Drawn By	wf registry2
Project Turn Over		Project Type	Foreign

**Description**  
 To establish maritime training centre

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

**Decision**

**APPROVED BY EXD**

Sign: *[Signature]*

Date: 31/07/13

3

TICC/PP.10/042525/3

13<sup>th</sup> September, 2013

Managing Director,  
Anthony Farmer and Associates (T) Ltd,  
P.O. Box 36519

**DAR ES SALAAM**

**RE: CERTIFICATE OF INCENTIVES FOR PRODUCTION OF HIGH SPEED ASSAULT VESSELS/BOATS**

We wish to acknowledge receipt of your project proposal to establish a specialist boat building yard for the production of high speed assault vessels and inshore marine protection vessels as presented in the TIC P.A. 1 Form No. 11254 and Feasibility Study with a projected investment amounting to USD 0.625m.

We are pleased to inform you that your investment proposal is now 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:-

- Bank Reference for equity funding or a letter from Bank/Financial Institution that a loan is granted or is under consideration as required by Section 17(3) (f) of Tanzania Investment Act, 1997.
- Certified document showing evidence of Land ownership for the location of the project
- Certified document from BRELA Showing Current Status Of Company Shareholders.

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.10/042525/3

13<sup>th</sup> 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**



Juliet R. Kairuki  
**EXECUTIVE DIRECTOR**

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

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

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



## TIC Evaluation Report

Name of the Company  
**Anthony Farmer And Associates (T) Ltd.**

Post Box	Toure Drive, Plot No. 532, Masaki Area	COI Number	83434	Contact	Dr. Anthony S. D.
Post Office	36519	COI Date	25/05/2011	Designation	Chairman
Region	Dar Es Salaam	Application F. No	11254	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0785 00 00 06
		Sub Sector	Boat building	Fax	0
		File No	042525	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD											
Plot/Block	Plot No. 532, Masaki Area	<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>0.625</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	0.625	0	0	0			
Foreign Equity	Local Equity		Foreign Loan	Local Loan									
0.625	0		0	0									
Street	Toure Drive												
District	Kinondoni												
Region	Dar es Salaam												

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.1
Anthony Farmer & Co. Ltd.	British	50	Plant	0.22
Anthony S. D. Farmer	British	50	Vehicles	0.037
			Furniture & Fittings	0
			Pre-expenses	0.018
			Others	0.05
			Working Capital	0.2
			Total	0.625

Employment	110	Evaluated By	,wf officer3
Capacity	xxxxx	Drawn By	wf registry1
Project Turn Over		Project Type	Local

### Description

To establish a specialist boat building yard for the production of high speed assault vessels and inshore marine protection vessels

### Recommendations

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

### Decision

*Approved as recommended.*  
*As per*  
*AS*  
*AS*  
*13/9/2013*

Amount refund beyond three years will be forfeited



4

# TANZANIA INVESTMENT CENTRE

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

RECEIPT REC013177

No. 007137

Received from : ANTHONY FARMER & ASSOCIATES (T) LTD

Address P.O. Box 36519 DSM

Received the sum of (In words): NINE HUNDRED FORTY AND ZERO CENTS ONLY

Being payment in respect of : CERTIFICATE OF INCENTIVES

Amount : USD 940.00

Cash / Cheque No: D-Denosit

Date : 17-Oct-2013



BUISSO

Receiving Officer



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 REC011991**

No.006149

Received from : **ANTHONY FARMER & ASSOCIATES (T) LTD**

Address **P.O. Box 36519 DSM**

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

Being payment in respect of: **REGISTRATION FEES**

Amount : **USD 160.00**

Cash / Cheque No: **D/Deposit 12/7**  
Date : **12-Jul-2013**

**B. Uisso** *[Signature]*  
Receiving Officer

*For Executive Director  
Tanzania Investment Centre*

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 REC013177**

No.007137

Received from : **ANTHONY FARMER & ASSOCIATES (T) LTD**

Address **P.O. Box 36519 DSM**

Received the sum of (In words): **NINE HUNDRED FORTY AND ZERO CENTS ONLY**

Being payment in respect of: **CERTIFICATE OF INCENTIVES**

Amount : **USD 940.00**

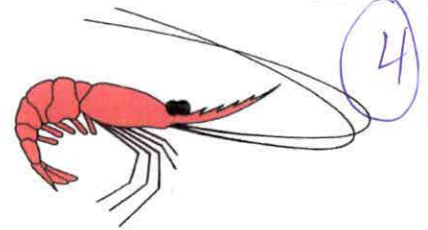
Cash / Cheque No: **D/Deposit**  
Date : **17-Oct-2013**

**B. Uisso** *[Signature]*  
Receiving Officer



*For Executive Director  
Tanzania Investment Centre*

COPY



**Anthony  
& Farmer  
Associates  
Tanzania Ltd**

Plot 532 • Sea Cliff Village  
Toure Drive • Msasani Peninsula  
PO Box 36519 • Dar es Salaam  
United Republic of Tanzania

Off: +255 (0)735 717 818

Mob: +255 (0)785 000 006

E-mail: [ASDF@anthonyfarmer.com](mailto:ASDF@anthonyfarmer.com)  
Website: <http://www.anthonyfarmer.com>

The Executive Director  
Tanzania Investment Centre  
PO Box 938  
Dar es Salaam  
United Republic of Tanzania

23<sup>rd</sup> July 2013

**Serial No:** 9244  
**TIC No:** 11254

Dear Sir

**Subject: Application for Certificate of Incentives**

It is my pleasure to submit our application for the grant of a Certificate of Incentives for Anthony Farmer & Associates Tanzania Limited which will trade as the Anthony Farmer Group. In support of this application, I enclose the following documents for your kind attention and review:

- Board resolution dated 8 July 2013
- Certified registration form PA1
- Two photocopies of the registration form PA1
- Copy receipt for US\$160 in respect of the registration form
- Three bound copies of the business plan
- Certified copies of certificates of incorporation for -
  - *Anthony Farmer & Associates Tanzania Limited*
  - *Dokudami Limited*
  - *Trident Security Solutions Limited*
  - *Anglo-Tanzanian Investments Limited*
- Bound copies of the Memoranda and Articles of Association for -
  - *Anthony Farmer & Associates Tanzania Limited*
  - *Dokudami Limited*
  - *Trident Security Solutions Limited*
  - *Anglo-Tanzanian Investments Limited*

TIC  
~~Rhoby~~  
Tic watupe  
progress report.  
@mbey

Please note that I am leaving for England on business on Sunday, the 28<sup>th</sup> of July for two to three weeks and plan to be back towards the end of the third week of August. Should you have any queries, I can be contacted at the following address and telephone numbers whilst I am away:

Anthony Farmer & Associates  
Prime Farm  
Whitchurch Canonorum  
Bridport  
Dorset DT6 6RP  
United Kingdom

Office: +44 1297 489 100  
Mobile: +44 79 00 66 00 63  
Fax: +44 1297 489 081  
E-mail: ASDF@anthonyfarmer.com

Yours faithfully  
for and on behalf of Anthony Farmer & Associates Tanzania Ltd



**Anthony S D Farmer**  
Chairman



File: AF&ATo45



# TANZANIA INVESTMENT CENTRE

## REGISTRATION FORM

FOR

## CERTIFICATE OF INCENTIVES

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

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

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

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 ANTHONY STEPHEN DE SILVA FARMER.....  
(director/directors/agent of ANTHONY FARMER & ASSOCIATES TANZANIA LTD  
(name of business enterprise) apply for registration of ANTHONY FARMER & ASSOCIATES  
TANZANIA LTD  
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 532, SEA CLIFF  
VILLAGE, TOURS DRIVE, MSASANI PENINSULA, DSM

Copies of the following documents are attached to this application:

- (i) The Memorandum and Articles of Association/or partnership agreement (x 4)
- (ii) Certificate of Incorporation/Registration (x 4)
- (iii) A copy of the Project Profile or Feasibility Study showing the implementation period, programme of implementation and operative date (x 3)
- (iv) Evidence of financing and evidence of land ownership for the project INCLUDED IN ABOVE PROFILE
3. The Head Office of the Company will be situated at AS ABOVE.....
4. The Principal Officers of the Company are DR ANTHONY S D FARMER,  
COL GODFREY A NYIMO AND TERESIAH M KINGOO
5. Auditors of the Company are H W FISHER & CO, UK
6. The authorized share capital of the Company is Tshs./US\$ TWO BILLION

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 0.625 ~~1.25~~ MILLION *begin 09/9/12*
8. The month and day of the financial year end is AUGUST 1ST

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\$ 160.00

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

I, ANTHONY S D FARMER of Post Office Number PO BOX 36519

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

authorized agent of ANTHONY FARMER & ASSOCIATES TANZANIA LTD

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

Declared at Dar es Salaam }  
ANTHONY S-D FARMER }

The 23rd day of JULY 2013 }

*[Signature]* Applicant



Before me:

*[Signature]*  
Commissioner for Oaths

## APPLICATION SUMMARY

Company Name: ANTHONY FARMER & ASSOCIATES TANZANIA LTD

Certificate of Incorporation Number: 83434 Status: PRIVATE

Certificate of Incorporation Date: 25 MAY 2011

Post Box: PO BOX 36519

Town: DSM

Sector: MINERAL & FISHERIES  
PUBLIC HEALTH

Sub-Sector: MARINE SECURITY  
NATURAL RESOURCES  
CONSULTANCY ETC

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity

Local Equity

Foreign Loan

Local Loan

0.625  
1.2 MILLION

NIL

NIL

NIL

Project Objectives: ESTABLISH A MARITIME TRAINING

~~CENTRE, BOAT BUILDING OPERATION FOR OIL, GAS~~ blyimw  
04/9/13

~~AND FISHERIES SECTOR, NATURAL RESOURCES CONSULTANCY~~ 04/9/13

~~AND IMPORTATION AND SALE OF WATER FILTERS AND  
HERBAL PRODUCTS~~

Capacity: .....

Employment: Foreign: 7-10 Local: 100+ Total: 100+

Implementation Period: 5 YEARS

### Project Location

Site/Plot/Block No.: 532

Street: TOURE DRIVE District: MASAKI Region: KINONDONI  
(Attach sketch map showing project location)

### Shareholders

Nationality

%

ANTHONY S D FARMER	BRITISH	50
-----------------------	---------	----

ANTHONY FARMER & CO LTD	BRITISH	50
----------------------------	---------	----

**Investment Breakdown**

**US\$/Tshs.M**

Land Building	.....100,000
Plant	.....220,000
Vehicle&Fittings	.....35,000
Pre-expenses	.....17,500
Others	.....50,000
Working Capital	.....200,000
<b>TOTAL</b>	<b>US\$ 625,000</b>

**Contact Details:**

Name: DR ANTHONY SD FARMER Title: CHAIRMAN  
Telephone: 077500006 Fax: —  
Email: ASDF@anthonyfarmer.com

**Payments to be made payable to:**

**TANZANIA INVESTMENT CENTRE**

**STANDARD CHARTERED BANK TANZANIA LTD.**

**SWIFT ADDRESS: SCBLTZX**

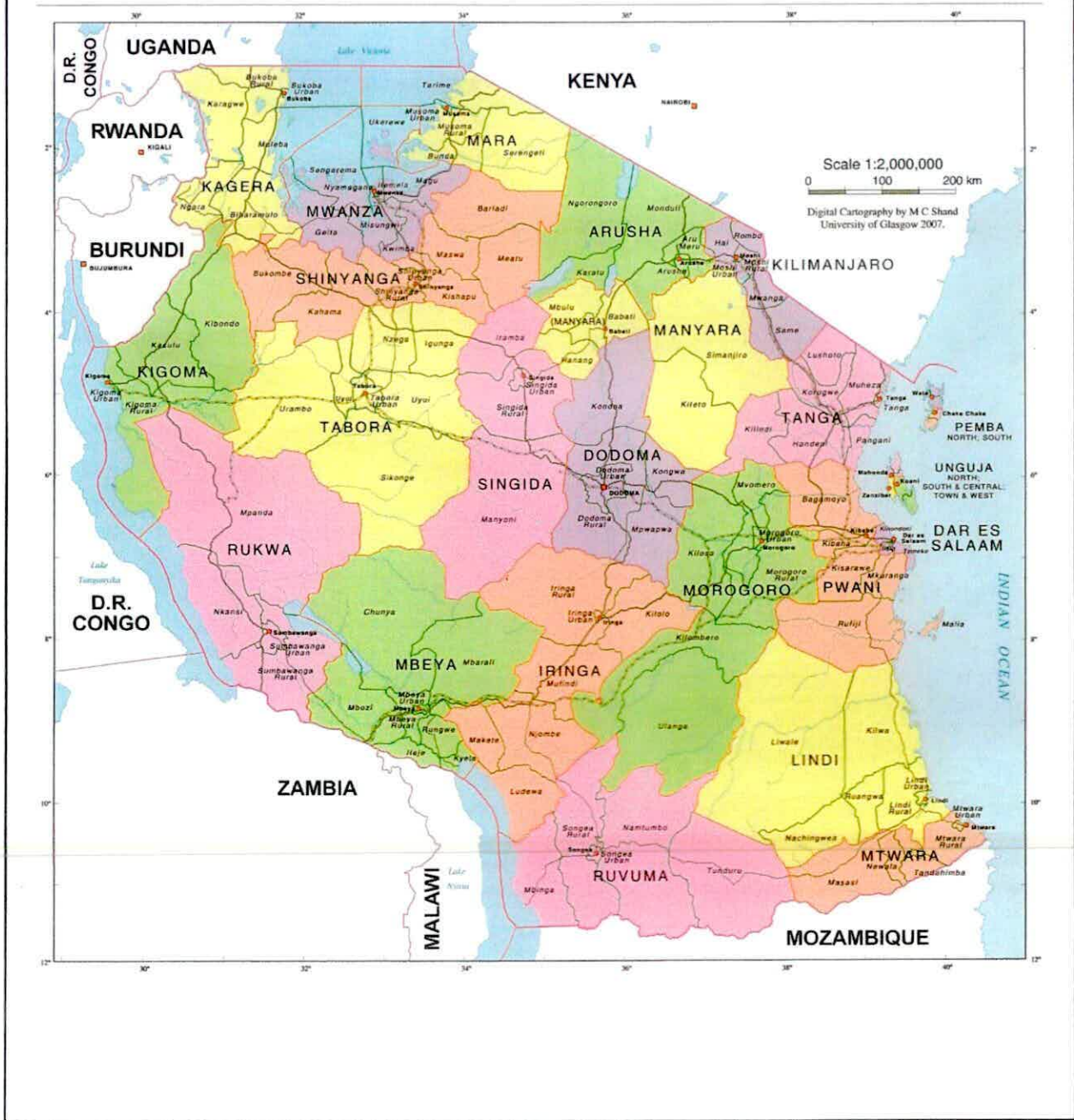
**ACCOUNT NO: 8702006002000**

## SKETCH MAP SHOWING PROJECT LOCATION

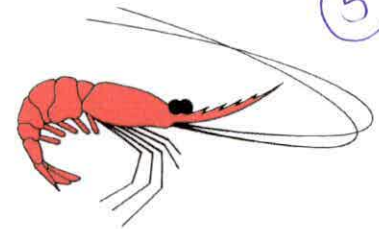
PROPOSED SITE OF THE  
MARITIME TRAINING CENTRE  
AND BOAT BUILDING YARD. -  
FORMERLY TARICO.



THE APPROXIMATE EXTENT OF THE  
SITE IS MARKED BY THE RED  
LINES.



5



**Anthony  
& Farmer  
Associates  
Tanzania Ltd**

Plot 532 • Sea Cliff Village  
Toure Drive • Msasani Peninsula  
PO Box 36519 • Dar es Salaam  
United Republic of Tanzania

Off: +255 (0)735 717 818  
Mob: +255 (0)785 000 006  
E-mail: [ASDF@anthonyfarmer.com](mailto:ASDF@anthonyfarmer.com)  
Website: <http://www.anthonyfarmer.com>

The Executive Director  
Tanzania Investment Centre  
PO Box 938  
Dar es Salaam  
United Republic of Tanzania

21<sup>st</sup> August 2013

**Serial No:** 9244  
**TIC No:** 11254

Dear Sir

**Subject: Application for Certificate of Incentives**

With reference to our application for one or more Certificates of Incentives under our covering letter dated the 23<sup>rd</sup> of July, I think it might be helpful if I clarify our corporate priorities.

Whilst it remains our intention to establish a Maritime Safety and Small Boat Handling Training Centre, in order to simplify the registration of our holding company and the issue of the first Certificate of Incentives, I should like to suggest that we concentrate on the proposed boat building activities for the time being.

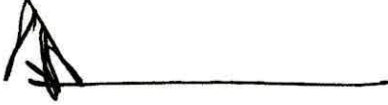
It is our intention to establish a specialist boat-building yard for the production of high speed assault vessels for inshore marine protection duties in both Tanzania and neighbouring countries and additionally Lakes Victoria, Tanganyika and Nyassa. I personally own the design for the Quahog Rapid Deployment Vessel (RDV) and four other boat designs.

By way of clarification I am enclosing a fact sheet and the original registered design for the RDV, registered transfer of ownership, a short history outlining the development of the RDV and a more general document covering all five Quahog boat designs available for production in Tanzania. It is anticipated that additional designs will be introduced in future to meet specific needs.

All other aspects of the Business Plan as previously submitted remain unchanged.

Yours faithfully

for and on behalf of Anthony Farmer & Associates Tanzania Ltd



**Anthony S D Farmer**  
Group Chairman & CEO

Encls



File: AF&ATo45



## CERTIFICATE OF REGISTRATION OF DESIGN

Number of Registration 2003549

Date of Registration 20th December 1989

Date of grant of Certificate 3rd August 1992



This is to certify that,

in pursuance of and subject to the provisions of the Registered Designs Act 1949, the Design, of which a representation or specimen is attached, has been registered as of the date of registration shown above in the name of

Composite Industries Limited

in respect of the application of such design to :

A boat

**Registrar of Designs**

Please read the important notes overleaf

DRI/CRD/ACD



## Patent Office

A. R. Davies & Co.  
27 Imperial Square  
Cheltenham  
Gloucestershire  
GL50 1RQ

**The Patent Office**  
Designs Registry  
Cardiff Road  
Newport  
Gwent  
NP9 1RH

Switchboard: 01633-814000  
Direct Line: 01633-811146  
Fax: 01633-811174

Our Ref: DF1219980210004 - 251/97  
Your Ref: GC.DO1188GB

21 January 1998

Dear Sirs



**Registered Designs Act 1949 & Registered Designs Rules 1995**  
**Design Nos. 1059113, 2003549**

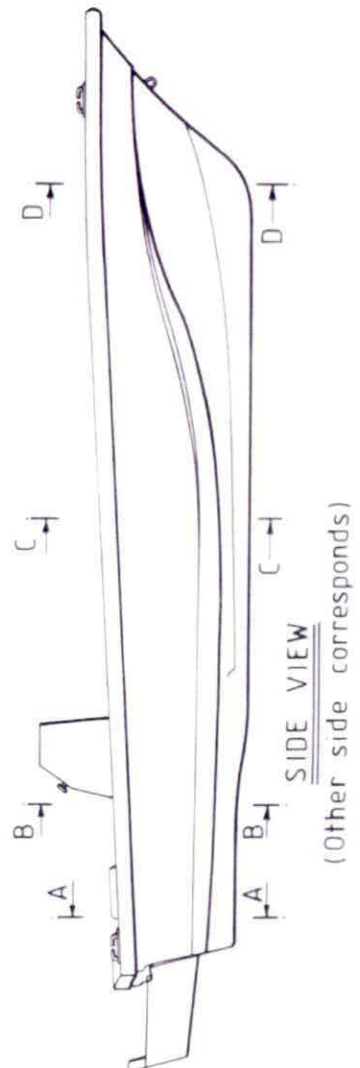
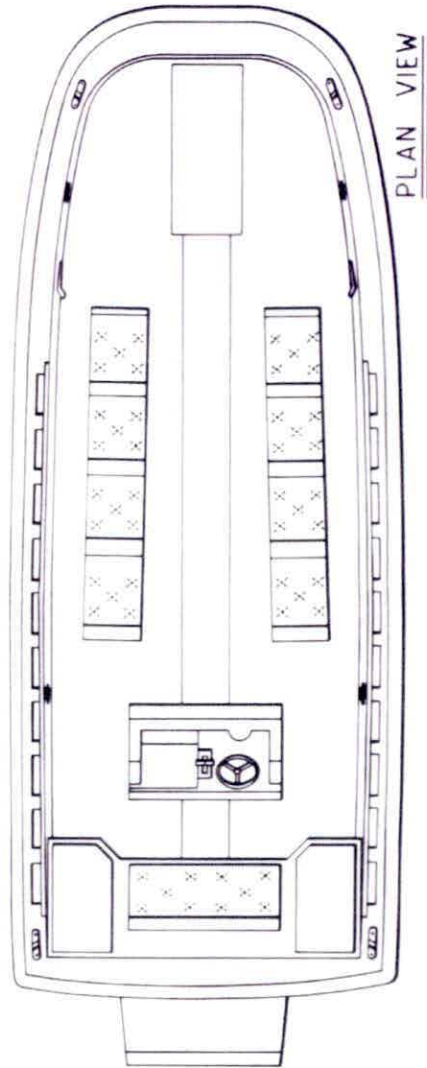
Further to Designs Form 12A filed 3rd December 1997 the name of Anthony Stephen De Silva Farmer has been entered as proprietor on the register of designs.

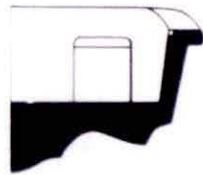
Yours faithfully

  
Mrs Christine Farrington  
for the Registrar

STATEMENT OF NOVELTY

Novelty resides in the shape and configuration of the whole article as shown

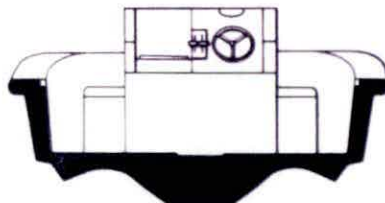




HALF SECTION C-C  
LOOKING FORWARD



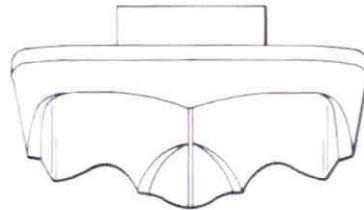
HALF SECTION D-D  
LOOKING FORWARD



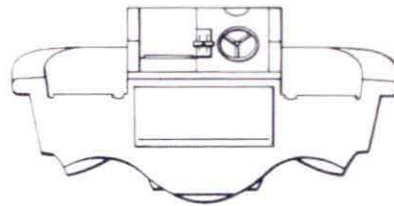
SECTION B-B LOOKING  
FORWARD



HALF SECTION A-A  
LOOKING AFT



FRONT VIEW



REAR VIEW

# Quahog

Military, Paramilitary, Commercial & Sport Boats of Distinction

## **Introduction to Quahog and the Product Range**

## INTRODUCTION

Quahog is a trading subsidiary of Anthony Farmer & Associates (Anthony Farmer & Co Ltd) established to handle the exploitation of the Quahog range of glass-reinforced plastic (GRP) inshore craft.

The name 'Quahog' was chosen for the product range of high speed marine craft due to the exceptional strength and durability of their hulls due to their 'double shell' construction. Quahogs are types of edible clam occurring along northern Atlantic coasts and renown for the strength of their shells. The word originates from *poquauhock*, the Narranganset (North American) Indian name for these molluscs.

In 1989 the British Ministry of Defence invited four boat building firms to compete for the design and production of a replacement for the Rigid Raiding Craft (or Rigid Raider) which had been in service with British and other countries' commando and special forces units for 25 years. In January 1990, Europower Marine Ltd delivered the first production model of the Group's RDV to the Ministry of Defence to compete in punishing trials in Arctic Norway during the Royal Marines annual winter exercises.

The RDV was up against stiff competition from the builder of the original Rigid Raiding Craft (RTK Marine), Task Force and Boston Whaler, Inc which had supplied similar craft to the US Marine Corps and US Coastguard Service. The prototype RDV won the competition outright as a result of exhaustive trials conducted in Arctic Norway during two consecutive winters lasting more than six months in total.

Also in January 1990, Europower Marine Ltd showed the first of its production leisure boat range at the Dusseldorf Boat Show. This included the 3.0 m Bambino, the 4.8 m Seaskate and the 6.5 m Reefrunner, the last having been developed as a civilian version of the RDV. Although sales of the companies' three sport boats steadily increased, the British Government's decision to delay procurement of the replacement for the Rigid Raider and to repeat the winter selection trials in 1991 was a major blow to the company.

Although Composite Industries Ltd and Europower Marine Ltd had completed all the necessary development work for the initial product range, the companies had insufficient financial resources to maintain the factory and workforce in the absence of orders for the RDV from the Ministry of Defence. By the end of 1990 both companies were in serious financial difficulty and had to close their factory. At this point ownership of the tooling and design rights was transferred to Dr Farmer in return for providing emergency financial assistance to the companies. Europower Marine Ltd was dissolved on the 8<sup>th</sup> of November 1994 for non-compliance with its statutory obligations, whilst Composite Industries Ltd went into receivership on the 12<sup>th</sup> of November 1992. It should be noted that Dr Farmer has never been a director or employee nor owned any shares in either company.

Even though the original prototype RDV had won the Royal Marines' winter trials outright in January 1991 and again in January 1992, the Ministry of Defence did not place its first order until November 1992. Due to the demise of Composite Industries Ltd and Europower Marine Ltd, Dr Farmer licensed the production of the RDV to a contractor with Ministry of Defence AQAP approval. Various versions of the RDV continue to be built for the British Royal Marines and other special forces overseas. Due to high labour costs in the UK, each RDV can cost £60,000 (ca US\$90,000) depending on the specification.

High UK production costs and Dr Farmer's other business commitments have until now prevented the development and commercial opportunities of these designs to be fully exploited overseas.

## PRODUCT RANGE

### 6.5 m Rapid Deployment Vessel (RDV)

The RDV was specifically developed for the Landing Craft Branch of the Royal Marines as a replacement for the smaller Rigid Raiding Craft Mk 1, which has been in service for 25 years. The first order for the RDV was placed by the Ministry of Defence in November 1992 and the Royal Marines took delivery of the first 30 craft built under licence by FBM Workboats Ltd between January and June 1993.

The RDV fitted with twin outboard engines has since been designated the Rigid Raiding Craft Mk 2 by the Ministry of Defence.

During the evaluation of the four competing craft to replace the Rigid Raiding Craft Mk 1, the RDV was the only boat which handled superbly under all conditions during extensive trials in arctic Norway during January to March 1990. All the other boats were either declared unsafe or were found to be totally unsuitable for operational service with the Royal Marines.

When the trials were repeated the following January, the original RDV prototype continued to be evaluated against a new craft submitted by one of the other three manufacturers. Despite this apparent disadvantage, the RDV again won the competition outright and was completely unscathed after a total of six months of exercises under extremely demanding conditions during the Royal Marines' exercises in arctic Norway during in 1990 and again in 1991.

The dimensions and principal characteristics of the original 6.5 m RDV are summarised below, although it should be noted that there is considerable scope for variation in the specifications to meet individual needs.

#### *Dimensions and specifications:*

Length overall	6.50 m
Beam overall	2.40 m
Draft (operational)	0.56 m
Draft (engines raised)	0.34 m
Weight	1,330 kg
Speed (light)	50 knots
Speed (laden)	35 knots
Fuel capacity	270 l
Endurance	3 hours or 100 nautical miles
Payload (max)	1,500 kg
Engines	2 x 140 hp (max 200 hp) long shaft outboard engines 1 x 200-300 hp inboard engine with stern drive 1 x 200-300 hp inboard engine with jet drive
Complement	2 crew + 8 personnel (max 2 + 16)
Construction	foam-filled, double shell GRP

***Operating characteristics:***

- fast assault or patrol craft
- high speed, soft riding hull design
- exceptionally stable
- fully operational in sea state 5 (Beaufort scale)
- unsinkable even if holed
- excellent surf and beaching capabilities at speed
- self-draining dry deck
- low visual profile
- stackable
- single point lift for transportation by helicopter etc
- can be legally transported by road on a trailer

When fitted with outboard engines, these are mounted on a stern bracket (Gil bracket) to provide increased performance, improved handling and savings in space. A modified version of the RDV has now been built powered by an inboard Yamaha diesel engine and stern leg. This variant has been designated the Rigid Raiding Craft Mk 3 by the Ministry of Defence and is gradually replacing the Mk 2.

The RDV is suitable for the following service duties: military, police, customs, fire service, harbour patrol, coastguard, search and rescue, diving, fishing, sports and leisure.

Due to the flexibility of the design, the RDV can be easily adapted to take an enclosed cabin, self righting gear, long range fuel tanks etc at minimal additional cost. Due to its width, not only can the RDV be towed legally on a trailer on the road, but the craft has the payload capacity and space to carry a short wheelbase Land Rover or other bulky equipment. This makes the RDV a highly adaptable craft for the deployment of personnel, equipment and supplies.

**6.5 m Reefrunner**

The Reefrunner is essentially a civilian version of the 6.5 m RDV. Although the hull is identical to the military version, the internal shell has been totally reconfigured and a ring deck added for commercial and leisure applications. Even though the two boats appear very different, 70% of the production tooling is common to both the RDV and the Reefrunner.

The dimensions and principal characteristics of the 6.5 m Reefrunner are summarised below.

***Dimensions and specifications:***

Length overall	6.50 m
Beam overall	2.40 m
Draft (operational)	0.56 m
Draft (engines raised)	0.34 m
Weight	1,330 kg
Speed (light)	50 knots
Speed (laden)	35 knots
Fuel capacity	270 l
Endurance	3 hours or 100 nautical miles
Payload (maximum)	1,500 kg

Engines	1 x 140-250 hp long shaft outboard engine 2 x 90-200 hp long shaft outboard engines 1 x 150-300 hp inboard engine with stern drive 1 x 150-300 hp inboard engine with jet drive
Capacity	up to 20 persons
Construction	foam-filled, double shell GRP

***Operating characteristics:***

multi-purpose commercial and leisure craft  
high speed, soft riding hull design  
exceptionally stable  
fully operational in sea state 5 (Beaufort scale)  
unsinkable even if holed  
excellent surf and beaching capabilities  
self-draining dry deck  
can be legally transported by road on a trailer.

When fitted with outboard engines, these are mounted on a stern bracket (Gil bracket) to provide increased performance, improved handling and savings in space. Single inboard diesel and petrol engine versions of this craft have already been built with either an outboard stern leg or jet drive propulsion system.

Its military pedigree gives great confidence in its ability to be used safely in virtually any sea condition. The Reefrunner is ideal for use in a water sports application including: diving, skiing, ferrying, parascending, 'island hopping, etc. Parascending versions of the Reefrunner fitted with an hydraulic winch driven off an inboard 260 hp petrol engine with outboard stern leg are already performing well in Turkey. The winch can be used to retrieve parascending passengers whilst underway and without them even having to get their feet wet.

**4.8 m Seaskate**

The larger Seaskate is a 4.8 m multipurpose commercial and leisure craft. The original design was purchased some years ago by the British boatbuilders, J Stone and Son. Mr Stone was close to retirement and therefore Europower Marine Ltd entered into a licencing agreement to produce this hull on payment of a fixed royalty per boat built. Europower Marine Ltd subsequently produced a totally new internal shell which modernised the product and totally changed the appearance of this proven craft. All rights to the design have since been transferred to Dr Farmer by J Stone and Son.

The hull of the Seaskate comprises two shells with the cavity filled with foam making the craft unsinkable even if holed or filled with water. Using gel coat colouring skills developed in the USA, Europower combined the colour striping into the fabrication of the craft. This technique had not generally been mastered in Europe and the company was one of the first to make colouring an integral part of the hull rather than employing 'stick on' striping which has a short life. This production technique has been used in the civilian versions of all the hull designs.

The dimensions and principal characteristics of the 4.8 m Seaskate are summarised below.

***Dimensions and specifications:***

Length	4.80 m
Beam	1.73 m
Draft	0.13 m
Weight (excl engine)	355 kg
Engines	1 x 30-90 hp long shaft outboard engine 2 x 15-45 hp long shaft outboard engines 1 x 40-90 hp inboard engine with stern drive 1 x 40-90 hp inboard engine with jet drive
Capacity	6-7 persons
Construction	foam-filled, double shell GRP

***Operating characteristics:***

versatile workboat or sport boat  
high speed, soft riding hull design  
exceptionally stable  
unsinkable even if holed  
self-draining dry deck.

Although it was never produced by Europower Marine Ltd, a jet drive version of the craft powered by either a petrol or diesel engine was on the drawing board. Dealers at the Dusseldorf Boat Show in January 1990 believed that there was a virtually untapped market for this concept in a craft of this size, which would have an immediate application as a rescue craft for inland and inshore waters.

**4.2 m Seaskate**

The smaller Seaskate is a 4.2 m multipurpose commercial and leisure craft. The cross-section of the hull is identical to the 4.8 m Seaskate and only differs by being shortened by 0.6 m. This craft was developed by J Stone and Son who have since transferred all rights to the design to Dr Farmer. This craft was never licensed to Europower Marine Ltd.

Although it has not been in production for some years, the design is available and with a more modern interior design would provide a useful addition to the range filling the gap between the 3.0 m Bambino and the 4.8 m Seaskate.

The dimensions and principal characteristics of the 4.2 m Seaskate are summarised below.

***Dimensions and specifications:***

Length	4.20 m
Beam	1.73 m
Draft	0.13 m
Weight (excl engine)	282 kg
Engines	1 x 20-70 hp long shaft outboard engine 2 x 10-35 hp long shaft outboard engines 1 x 30-70 hp inboard engine with stern drive 1 x 30-70 hp inboard engine with jet drive
Capacity	5-6 persons
Construction	foam-filled, double shell GRP

***Operating characteristics:***

versatile workboat or sport boat  
high speed, soft riding hull design  
exceptionally stable  
unsinkable even if holed  
self-draining dry deck.

**3.0 m Bambino**

The Bambino was the first of the product range developed by Composite Industries Ltd and Europower Marine Ltd. The original concept for this small 3.0 m long boat was developed in the USA by Addictor Boats of Dana Point, California. A licensing fee of US\$ 30,000 was paid to Addictor Boats for the sole right to manufacture the craft outside the USA.

The factory manager of Europower Marine Ltd, who visited the USA to examine the techniques being used for the boat's production, quickly realised that the construction methods being used in the USA would not result in the manufacture of sufficiently strong boats to withstand the short confused sea conditions prevalent in British waters.

Upon detailed examination and measurement of the imported boats it was found that the patterns from which the original moulds had been produced were flawed, although this was not immediately obvious to the eye. Since Europower Marine Ltd was not prepared to compromise the quality of its products and therefore the original US boat was substantially redesigned since the original concept was excellent. The revised design was subsequently registered, and the original designer of the US product was so impressed with the Bambino that he asked Europower Marine Ltd to sell him a set of moulds for production for the US market.

The dimensions and principal characteristics of the 3.0 m Bambino are summarised below.

***Dimensions and specifications:***

Length	3.05 m
Beam	1.82 m
Draft	0.10 m
Weight (excl engine)	220 kg
Capacity	3 persons (plus 2 occasional seats)
Engines	1 x 25-40 hp outboard engine with whale tail 1 x 50 hp inboard engine and jet drive
Max engine weight	70 kg
Construction	foam-filled, double shell GRP

***Operating characteristics:***

high speed sport boat or tender  
excellent manoeuvrability  
soft riding hull design  
exceptionally stable  
unsinkable even if holed  
excellent surf capability  
self-draining dry deck

The outboard engine is mounted on a stern bracket (Gil bracket) to provide increased performance, improved handling and savings in space.

A jet drive version of the Bambino was under development by Europower Marine Ltd in order to remove the danger of propellers in tourist areas using a Spanish made Fiesta engine provided by the Ford Motor Co. The idea was that existing Ford car servicing facilities would provide immediate warranty, maintenance and mechanical repair throughout Europe for this version of the Bambino.

In addition to the more usual sport boat uses to which the Bambino can be put, it also can serve as a fast unsinkable tender for large motor yachts and also meet the demand for a cheap fun boat for safe 'off the beach' hourly hiring from tourist resorts.

The RDV, Reefrunner and Seaskate can all be built with a range of different enclosed cabin designs if required.

---

## Quahog

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Quahog

Military, Paramilitary, Commercial & Sport Boats of Distinction

**Historical Development of the  
6.5 m RDV or Rapid Deployment Vessel  
for the Royal Marines**

## **Background**

In 1989 the British Ministry of Defence invited four boat building firms to compete for the design and production of a replacement for the Rigid Raiding Craft (or Rigid Raider) which had been in service with British and other countries' commando and special forces units for 25 years. The first production model of the 6.5 m Rapid Deployment Vessel was delivered by Composite Industries Ltd to the Ministry of Defence in January 1990 to compete in punishing trials in Arctic Norway during the Royal Marines annual winter exercises.

The RDV was up against stiff competition from the builder of the original Rigid Raiding Craft (RTK Marine), Task Force, and Boston Whaler Inc (a supplier of similar craft to the US Marine Corps and US Coastguard Service). The prototype RDV won the competition outright as a result of exhaustive trials conducted in Arctic Norway during two consecutive winters lasting more than six months in total.

Even though the original prototype RDV had won the Royal Marines' winter trials outright in January 1991 and again in January 1992, the Ministry of Defence did not place its first order until November 1992. As a result Composite Industries Ltd suffered financial problems and went into receivership. The intellectual property rights were acquired by Dr Tony Farmer who licensed production of the RDV in the UK to a contractor with Ministry of Defence AQAP approval. Various versions of the RDV continue to be built for the British Royal Marines and other special forces overseas. Due to high labour costs in the UK, each RDV can cost £60,000 (ca US\$90,000) or more depending on the final specification.

### **6.5 m Rapid Deployment Vessel (RDV)**

The RDV was specifically developed for the Landing Craft Branch of the Royal Marines as a replacement for the smaller Rigid Raiding Craft Mk 1, which has been in service for 25 years. The first order for the RDV was placed by the Ministry of Defence in November 1992 and the Royal Marines took delivery of the first 30 craft between January and June 1993.

The RDV fitted with twin outboard engines has since been designated the Rigid Raiding Craft Mk 2 by the Ministry of Defence.

During the evaluation of the four competing craft to replace the Rigid Raiding Craft Mk 1, the RDV was the only boat which handled superbly under all conditions during extensive trials in arctic Norway during January to March 1990. All the other boats were either declared unsafe or were found to be totally unsuitable for operational service with the Royal Marines.

When the trials were repeated the following January, the original RDV prototype continued to be evaluated against a new craft submitted by one of the other three manufacturers. Despite this apparent disadvantage, the RDV again won the competition outright and was completely unscathed after a total of six months of exercises under extremely demanding conditions during the Royal Marines' exercises in arctic Norway during in 1990 and again in 1991.

The dimensions and principal characteristics of the original 6.5 m RDV are summarised below, although it should be noted that there is considerable scope for variation in the specifications to meet individual needs.

***Dimensions and specifications:***

Length overall	6.50 m excluding Gil bracket and engines
Beam overall	2.40 m
Draft (operational)	0.56 m
Draft (engines raised)	0.34 m
Weight	1,330 kg
Speed (light)	50 knots
Speed (laden)	35 knots
Fuel capacity	270 l
Endurance	3 hours or 100 nautical miles
Payload (max)	1,500 kg
Engines	2 x 140 hp (max 200 hp) long shaft outboard engines 1 x 200-300 hp inboard engine with stern drive 1 x 200-300 hp inboard engine with jet drive
Complement	2 crew + 8 personnel (max 2 + 16)
Construction	foam-filled, double shell GRP

***Operating characteristics:***

- fast assault or patrol craft
- high speed, soft riding hull design
- exceptionally stable
- fully operational in sea state 5 (Beaufort scale)
- unsinkable even if holed
- excellent surf and beaching capabilities at speed
- self-draining dry deck
- low visual profile
- stackable
- single point lift for transportation by helicopter etc
- can be legally transported by road on a trailer

When fitted with outboard engines, these are mounted on a stern bracket (Gil bracket) to provide increased performance, improved handling and savings in space. A modified version of the RDV has now been built powered by an inboard Yamaha diesel engine and stern leg. This variant has been designated the Rigid Raiding Craft Mk 3 by the Ministry of Defence and is gradually replacing the Mk 2.

The RDV is suitable for the following service duties: military, police, customs, fire service, harbour patrol and coastguard.

Due to the flexibility of the design, the RDV can be easily adapted to take an enclosed cabin, self righting gear, long range fuel tanks etc at minimal additional cost. Due to its width, not only can the RDV be towed legally on a trailer on the road, but the craft has the capacity to carry a payload of up to 1,500 kg. This makes the RDV a highly adaptable craft for the deployment of personnel, equipment and supplies.

# Quahog

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# Quahog

6.5 metre Rapid Deployment Vessel or RDV



Developed for the Royal Marines, the RDV possesses exceptional handling characteristics and is fully operational at sea state 5 (Beaufort scale). Although fitted with a self-draining deck, the craft provides a dry and soft ride at high speed with excellent surf capabilities. The RDV has a low visual profile for covert operations and a generous payload for specialist equipment when required. The craft is capable of being run up a beach at speed for rapid deployment of troops with the aid of a ramp built into the bow. The deck is covered throughout with Treadmaster™ for improved grip. Due to its foam-filled, double skin GRP construction, the craft is virtually unsinkable even when holed. The RDV is fitted with a single point lift to facilitate loading/unloading or deployment by helicopter. The craft can be easily towed by light cross-country vehicles. The RDV can be powered by twin outboard engines (up to 200 hp each) mounted on a Gil™ or transom bracket, or an inboard engine with stern leg or jet drive. Typical applications include: covert and assault operations; commando deployment; surveillance and interception; coastguard; coastal and offshore installation protection; customs, and policing duties in temperatures of -35°C to +50°C. Specifications can be modified to suit individual customers' requirements.

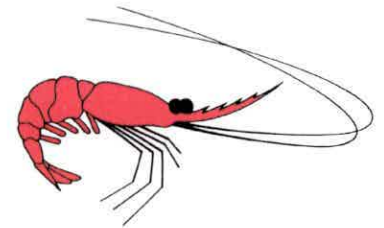
## Principal Particulars:

Length overall	6.50 m - <i>excluding engines</i>	Speed	50 knots - <i>light</i>
Beam overall	2.40 m		35 knots - <i>laden</i>
Draft	0.56 m - <i>with outboard engines</i>	Complement	2 crew + 8 troops (max 2 + 16)
	0.34 m - <i>with jet drive</i>	Payload	1,500 kg
Fuel capacity	300 litres/60 gallons	Weight	1,330 kg - <i>excluding engines</i>
Range	100 nautical miles		1,620 kg - <i>including 2 x 140 hp engines</i>
Endurance	3 hours		

## Quahog

**Anthony Farmer & Associates**

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**Anthony  
& Farmer  
Associates  
Tanzania Ltd**

The Executive Director  
Tanzania Investment Centre  
PO Box 938  
Dar es Salaam  
United Republic of Tanzania

18<sup>th</sup> October 2013

**Serial No:** 9244  
**TIC No:** 11254



Plot 532 • Sea Cliff Village  
Toure Drive • Msasani Peninsula  
PO Box 36519 • Dar es Salaam  
United Republic of Tanzania

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Website: <http://www.anthonyfarmer.com>

Dear Madam

**Subject: Application for One or More Certificates of Incentives**

I refer to your letter of the 13<sup>th</sup> of September (only received on the 7<sup>th</sup> of October!), in which you requested additional documentation in respect for the application form which was submitted 12 weeks ago on the 23<sup>rd</sup> of July 2013.

I now enclose the following additional documents that you have requested:

**1. Equity Funding and Operating Capital**

The research and development costs to date (US\$650,000 ≈ TSh1.0 billion) plus the value of the design rights, moulds, tooling for the Rapid Deployment Vessel and four other vessels transferred to the Company (TSh 1.0 billion) in the form of paid-up capital, brings the total capitalisation of the Company to just TSh 2.0 billion (2,000,000 shares of TSh1,000 each).

As previously and clearly stated in our application and business plan submitted on the 23<sup>rd</sup> of July 2013, the funding for Anthony Farmer & Associates Tanzania Ltd is not being provided through a loan or other facility provided by a bank, but instead from my personal resources, in particular the sale of Ebb House in Dorset, UK, which was completed on the 30<sup>th</sup> of September 2013. Over and above the paid-up share capital of TSh 2.0 billion, the company has access to additional working capital of US\$684,000 (GB£450,000) arising from the sale of Ebb House.

**2. Land Ownership**

A certified copy of the title deed in respect of the proposed location of the boat-building project is enclosed.

### 3. *Status of Shareholders*

An original letter from BRELA confirming the current shareholders and shareholdings of the Company is also enclosed.

### 4. *Receipts of Payment*

I am enclosing copies of two receipts totalling US\$1,100 in payment of your registration and facilitation fees.

Following my visit to the Tanzania Investment Centre yesterday, I am also enclosing the following documents that have been additionally requested, but were not mentioned in your letter of the 13<sup>th</sup> of September:

### 5. *Bank Reference*

Since I am not financing the project with the help of a loan from a bank, but from my own resources, I am enclosing a bank reference from Equity Bank Tanzania Ltd.

### 6. *Affidavit in Respect of the Title Deeds*

Finally, I enclose a copy of an affidavit in which the owner of the land has confirmed that Anthony Farmer & Associates Tanzania Ltd may occupy and use part of the plot for the purpose of carrying out its business.

Given the delays that have already occurred in processing our application for one or more Certificates of Incentives and also my personal application for a 'Class A' residence permit, I respectfully request that these be issued immediately upon receipt of this letter and enclosures.

Yours faithfully  
for and on behalf of Anthony Farmer & Associates Tanzania Ltd



**Anthony S D Farmer**  
Group Chairman & CEO



Encls    Certified copy of sale/transfer deed dated 30 September 2013 (GB£450,000).  
           Certified copy of the title deed in respect of the project site.  
           Letter from BRELA confirming the current shareholdings of the Company.  
           Receipts of payment totalling US\$1,100.  
           Bank reference provided by Equity Bank Tanzania Ltd.  
           Affidavit in respect of the project site.

Land Registry  
Transfer of whole of registered title(s)

TR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: DT8832
2	Property: EBB HOUSE, DOWN HOUSE LANE, HIGHER EYPE, BRIDPORT, DT6 6AH
3	Date: 30th September 2013
4	Transferor: ANTHONY STEPHEN DE SILVA FARMER  For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:  For overseas companies (a) Territory of incorporation:  (b) Registered number in England and Wales including any prefix:
5	Transferee for entry in the register: ANTHONY RUSSELL DIX and MARILYN ELIZABETH STEVENS  For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:  For overseas companies (a) Territory of Incorporation:  (b) Registered number in England and Wales including any prefix:
6	Transferee's intended address(es) for service for entry in the register: EBB HOUSE, DOWN HOUSE LANE, HIGHER EYPE, BRIDPORT, DT6 6AH
7	The transferor transfers the property to the transferee

Certified True Copy of the Original  
Alan Nlawi Kiles  
Advocate, Notary Public  
C/o ...

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

8 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

Four Hundred and Fifty Thousand Pounds (£450000.00)

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

9 The transferor transfers with

full title guarantee

limited title guarantee

10 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

Complete as necessary.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

11 Additional provisions

The Transferee covenants with the Transferor by way of indemnity only that he will at all times observe and perform the obligations of the Transferor contained in the Charges Register of the Property so far as they affect the Property and remain to be enforced and performed. For the purposes of this provision the singular shall include the plural and any covenants given by more than one party shall be joint and several

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

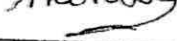
1 Execution

2 Signed as a deed by ANTHONY STEPHEN DE SILVA FARMER

Signature

x  x

in the presence of:

Signature of witness 

Name (in BLOCK CAPITALS) SYBIL ROFINA DE SILVA

Address PRIME FARM, WHITCHURCH  
CANONICORUM, BRIDPORT, DORSET DT6 6RP

Certified True Copy of the Original  
  
Alan Nlawi Kileo  
Advocate, Notary Public and  
Commissioner for Oaths.


**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

TITLE No. 100 247  
 REGISTERED 9-8-2006  
 AT 11:00 Am

*[Signature]*  
 Senior Asst. Registrar of Titles



Stamp Land Form No. 22  
 Stamp Duty Paid 100/-  
 and Revenue Receipt No. 08655860  
 15-7-2003  
*[Signature]*  
 Stamp Duty Officer

TANZANIA STAMP DUTY ACT.  
 Stamp Duty Paid 3,706/-  
 and Revenue Receipt No. 08655860  
 15-7-2003  
*[Signature]*  
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA 15-7-2003

THE LAND ACT, 1999  
 (NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No.: 100 247  
 L.O. No. 217319.  
 L.D. No./TM/MAG/12597.

The 28th day of March, Two thousand and six.

THIS IS TO CERTIFY that **GODFREY AYUMWI LYIMO** of P.O.Box 36519, DARE S SALAAM (hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **thirty three** years from the first day of April, **Two thousand and three** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2003, shall thereafter pay rent of shillings **seventy four thousand one hundred fifteen (Tshs.74,115/=)** only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
  - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.
  - (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
  - (iii) Maintain on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the **Temeke Municipal Council** (hereinafter called "the Authority");

TANZANIA

THE LAND ACT 1999

(NO. 4 OF 1999)

**CERTIFICATE OF OCCUPANCY**

(Under Section 29)

Date of Issue:

Title Number: 100247

Land Office Number: 217319

Land: PLOT NO. 583, 560 & 562 BLOCK 'G' MAGOGONI AREA IN  
DAR ES SALAAM CITY

Term: THIRTY THREE YEARS

Certified True Copy of the Original  
*Alan Alawi-Kileo*  
Advocate, Notary Public and  
Commissioner for Oaths.

- (iv) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner").
- (v) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority.
3. **USER:** The land an the existing building erected thereon shall be maintained and the same shall be used for **Residential** purposes only. Use Group 'A' use class (a) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
6. The President may revoke the right for good cause and in public interest.

#### SCHEDULE

JKULD  
ALL that Land known as Plot No.583, 560 and 562 Block 'G' situated at **Magogoni** in **Dar es Salaam City** containing **four thousand nine hundred forty one (4941) square metres** shown for identification only edged **red** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **35873** at the Office of the Director for Surveys and Mapping at Dar es Salaam.

Given under my hand and my official seal the day and year first above written.

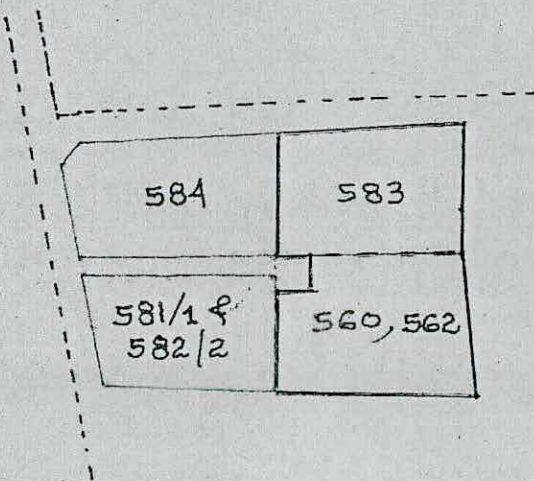
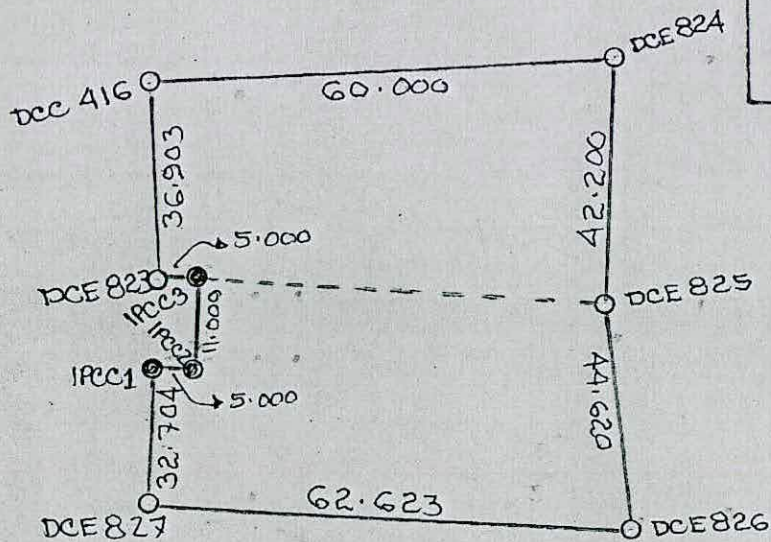
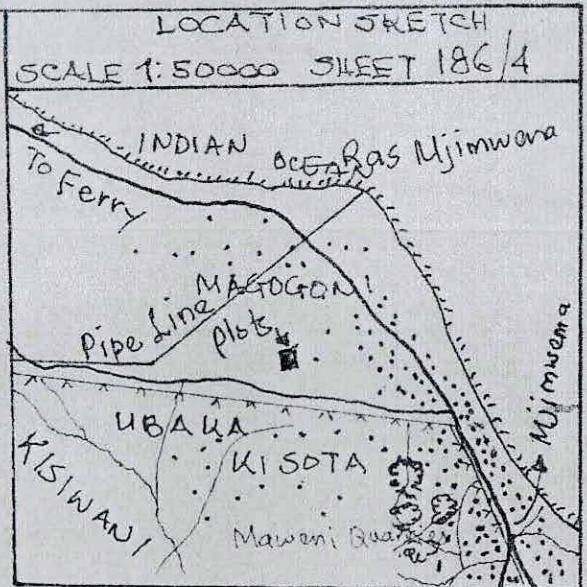
Certified True Copy of the Original  
Alan Nlawi Kileo  
Advocate, Notary Public and  
Commissioner for Oaths

  
COMMISSIONER FOR LANDS

# DAR ES SALAAM CITY



LOCATION	MAGOGONI
BLOCK	G
PLOT No.	583, 560 & 562
L.O. No.	217319
ARBA	4941 <span style="float: right;">SOM</span>



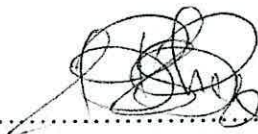
The issue of this plan implies the admission of title by the Government.

This plan prepared in accordance with Registered plan No. 35873 approved for purposes of the Land Revenue Ordinance. *Dijanga* Date 1/11/2005  
Ministry of Lands, Housing and Urban Development, Dar es Salaam

I, the within named **GODFREY AYUMWI LYIMO** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said )  
**GODFREY AYUMWI LYIMO** who is ) X  
known to me personally/identified to me by )  
**SANZEH PETER RAPHAEL** )  
the latter being known to me personally )  
in my presence this <sup>3<sup>rd</sup></sup> day of **AUGUST** )  
2006. )

Witness's:  
Signature.....

 )  
*Alan Njau*

Postal Address:.....

9230 )

**D SARAAKI** )

Qualification:.....

**LAND OFFICER** )

**Certified True Copy of the Original**  
*Alan Njau*  
**Alan Njau**  
Advocate, Notary  
Commissioner

**THE UNITED REPUBLIC OF TANZANIA  
BUSINESS REGISTRATIONS AND LICENSING AGENCY**  
(Offices: Co-operative Building Lumumba Street)

P. O. Box 9393,  
**DAR ES SALAAM.**

Telephone: +255-22-  
2180139/2181344,2180113/2180141  
D/L 2180048,2180385  
Fax: +255-22-2180371/2184727/2180411

**Email:** [mailto:](mailto:ipo@cats-net.com)

[ipo@cats-net.com](mailto:ipo@cats-net.com)  
[brela@cats-net.com](mailto:brela@cats-net.com)

**Website:** [www.brela-tz.org](http://www.brela-tz.org)



*(All Official communications should be  
addressed to the Chief Executive Officer not  
to individuals)  
In reply please quote:*

Ref: No: MIT/RC/83434/03

15<sup>th</sup> October, 2013

**Anthony Farmer and Associates Tanzania Limited,  
P.o.box 25256,  
Dar es salaam.**

**RE: THE COMPANIES ACT, 2002.  
: ANTHONY FARMER AND ASSOCIATES TANZANIA LIMITED.**

Reference is made to your letter dated 8<sup>th</sup> October, 2013.

Kindly be informed that the shareholders of the above named company are:

- Dr. Anthony Stephen De Silva Farmer - 1,000,000 shares.
- Anthony Farmer & Company Limited - 1,000,000 shares.

  
Noel J. Shani.

**ASSISTANT REGISTRAR OF COMPANIES.**

OUR Ref: EBLAPRESTIGE\10\10\2013\3

17<sup>th</sup> October 2013

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

Dear Sir,

**RE: CONFIRMATION OF ANTHONY STEPHEN DE SILVA FARMER**

This is to confirm that the above named customer maintains the following accounts with our Bank from 06<sup>th</sup> March 2012.

**Account No: 3001200003156 - USD**

**Account No: 3001200003156 – TZS**

**Account No: 3001200003156 - KES**

We consider the customer good for normal business transactions.

Please note that the above information is communicated to you in strict confidence for your private use only, without any guarantee and upon the express condition that neither this bank nor its officers shall be held in any way responsible.

Yours faithfully,



Nuru Magombe

Business Growth and Development Manager

Equity Bank, Prestige Branch



**AFFIDAVIT OF GODFREY AYUMWI LYIMO**

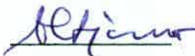
*(Signifying Consent for use of Land by Anthony Farmer & Associates Tanzania Limited)*

I, **GODFREY AYUMWI LYIMO**, male, adult, Christian and a resident of Dar es Salaam, Tanzania state on oath and swear as follows:-

1. That I am a lawful owner of plots number 560,562 and 583 which together have a total area of 4,941 square metres, situated in Block G Magogoni Area Dar es Salaam, well described in a certificate of occupancy number 100247 attached with this affidavit;
2. That I am a shareholder in a company operating as Anthony Farmer & Associates Tanzania Limited (the Company) which is dully registered by the Registrar of Companies;
3. That the Company has applied for a certificate of incentives from Tanzania Investment Centre;
4. That as a condition to be granted with the certificate, the Company must possess a land for investment purposes;
5. That I have wilfully agreed to let the Company use part of my land described in the certificate of occupancy number 100247 for its investment purposes;

That I swear this affidavit in support of the Company's application for certificate of incentive

Dated this 21<sup>st</sup> day of **October 2013** at Dar es Salaam



**Deponent**

**VERIFICATION**

That all what is stated above in paragraphs 1 to 5 inclusive is true to the best of my own knowledge.

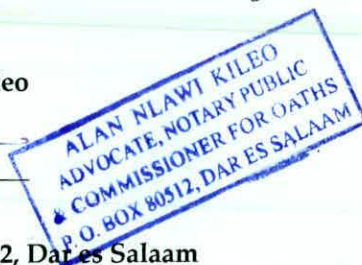
SOLEMNLY SWORN at Dar es Salaam by  
the said **GODFREY AYUMWI LYIMO**  
who is known to me personally  
this 21<sup>st</sup> day of **October 2013**

  
**Deponent**

**BEFORE ME:**

Name: **Alan Nlawi Kileo**

Signature: 



Address: **P O Box 80512, Dar es Salaam**

Title: **Commissioner for Oaths**



00220358

THE UNITED REPUBLIC OF TANZANIA

# Certificate of Incentives

*(Section 17 of the Tanzania Investment Act, 1997)*

042525

No: .....

## This is to certify that

ANTHONY FARMER AND ASSOCIATES TANZANIA LTD

P.O. BOX 36519

of address .....

DAR ES SALAAM

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

ANTHONY FARMER AND ASSOCIATES TANZANIA LTD

Which is located at .....

PLOT NO. 583, 560, 562 BLOCK G, MAGOGONI

KIGAMBONI, TEMEKE - 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

13TH SEPTEMBER 2013

Dated .....



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

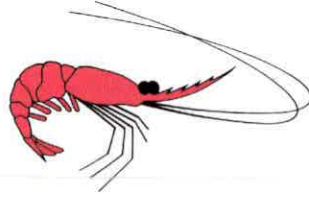
1. Shareholders
 

Shareholders	Nationality	Shareholding (%)
<b>Anthony Farmer &amp; Co. Ltd.</b>	<b>British</b>	<b>50</b>
<b>Anthony S.D. Farmer</b>	<b>British</b>	<b>50</b>
  
2. Proposed Activities: **To establish a specialist boat building yard for the production of high speed assault vessels and inshore marine protection vessels**
3. Sector: **Manufacturing** Subsector: **Boat Building**
  
4. Investment cost: Foreign **USD 0.625m.** Local **-** Total **USD 0.625m**
5. Project Financing: Equity **USD 0.625m.** Loans **-** Total **USD 0.625m.**
6. Source, terms and conditions of loan.....
  
7. Assets to be invested:
 

Capital items:	Foreign	Local	Total
	<b>USD 0.625m.</b>	<b>-</b>	<b>USD 0.625m</b>
  
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

COMMERCIAL IN CONFIDENCE



十葉  
-3A0CROA-

# **Anthony Farmer & Associates Tanzania Limited**

**[Anglo-Tanzanian Investments]**

## **BUSINESS PLAN**

prepared for and submitted to the

**Tanzania Investment Centre**

by

**Dr Anthony S D Farmer**

Plot 532 • Sea Cliff Village  
Toure Drive • Msasani Peninsula  
PO Box 36519 • Dar es Salaam  
United Republic of Tanzania

Tel: 0785 000 006

E-mail: [ASDF@anthonyfarmer.com](mailto:ASDF@anthonyfarmer.com)

Website: <http://www.anthonyfarmer.com>

**July 2013**

### **Important Notice**

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This document has been prepared specifically for the Tanzania Investment Centre for the purposes of seeking Government support and assistance in respect of the Group's activities in Tanzania. It does not constitute a prospectus, nor is it a solicitation or offer for the subscription of funds.

The copyright vested in this document is the personal property of Dr Anthony S D Farmer. Under no circumstances may this document be copied, reproduced, published or its contents otherwise disseminated or disclosed to any other party without the prior written consent of Dr Farmer.

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**© Anthony S D Farmer 2013**

## COMMERCIAL IN CONFIDENCE

### Contents

	<b>Page</b>
Important Notice	1
1. INTRODUCTION	3
2. BACKGROUND	3
3. CORPORATE STRUCTURE	4
3.1 Anthony Farmer & Associates Tanzania Limited	4
3.2 Trident Security Solutions Limited	5
3.3 Dokudami Limited	6
3.4 Anglo-Tanzanian Investments Limited	7
4. DEVELOPMENT & INVESTMENT COSTS	7
5. IMPLEMENTATION SCHEDULE	7
6. LOCATION OF OFFICES	8
7. ENVIRONMENTAL IMPACT	9
8. FINANCIAL ANALYSIS	9
9. EMPLOYMENT GENERATION	10
10. EMPLOYMENT POLICY	10
11. QUALITY ASSURANCE	10
12. IMPORTATION REQUIREMENTS	10
13. GOVERNMENT APPROVALS & ASSISTANCE	11
14. SOCIAL RESPONSIBILITY	12
POSTSCRIPT	12
ANNEXES 1-10	14

## COMMERCIAL IN CONFIDENCE

### 1. INTRODUCTION

I, Dr Anthony Stephen De Silva Farmer, am the sole promoter of this project. I am a British national by birth and was born in London on the 11<sup>th</sup> of June 1947. I am a marine scientist by profession and hold a doctorate of philosophy from the University of Liverpool having completed three years of post-graduate research at the Marine Biological Station in Port Erin in the Isle of Man from 1969 to 1972. Prior to that I read natural sciences (botany, geology and zoology) at the University of Exeter from 1966 to 1969.

From 1973 to 1976 I was employed by the British Overseas Development Administration (now the Department for International Development) and was responsible for establishing the Fisheries Bureau (now the Fisheries Directorate) of the Bahrain Ministry of Development and Engineering Services. I was simultaneously made the Deputy Director of Fisheries in Bahrain at the age of 25. In 1977 I joined the Kuwait Institute for Scientific Research as their most senior marine scientist and advisor. I was responsible for expanding and transforming the oceanographic and fisheries capabilities of the Institute into a world class centre, although sadly the facilities were ransacked when Iraq invaded Kuwait in August 1990.

In 1984 I established Anthony Farmer & Associates as an international consulting firm specialising in providing marine, fisheries and wildlife services and advice worldwide. To date almost 160 projects have been undertaken in 114 countries and autonomous territories (*vide* <http://www.anthonfarmer.com/>). The firm was incorporated as Anthony Farmer & Company Limited in 2003, but still trades under the name of Anthony Farmer & Associates.

From 1990 to 1994 I additionally held the Allied Irish Banks Professorship at the Queen's University of Belfast in Northern Ireland and taught the honours courses in applied ecology and fisheries biology.

### 2. BACKGROUND

Since 2003, I have been involved in providing fishery protection and maritime security advice to the Government of Tanzania. I personally represent Hyundai Heavy Industries Company Limited (HHI) in Tanzania and am currently negotiating the supply of fishery protection vessels to be deployed by the Tanzania Navy in the Indian Ocean and Lakes Victoria, Tanganyika and Nyassa (**Annexe 1**). HHI is not only the world's largest shipbuilder (16% of new vessels built worldwide), but also builds and manufactures offshore drilling and production platforms, industrial engines, power plants, refineries, chemical plants and factories, robotic factory production lines and construction equipment.

I first visited Tanzania in 2005, since when my visits have gradually become more frequent until the point when, in August 2011, I was spending more time in Tanzania than in the UK. As a result my primary residence became Tanzania. From 2007 until 2010 I represented two Omani oil companies in Tanzania (Oasis Energy

## COMMERCIAL IN CONFIDENCE

Company LLC and Medenergy Company LLC) for the purpose of establishing a national strategic fuel reserve and supplying refined petroleum products (unleaded petrol, diesel, kerosene and jet fuel) in bulk for the domestic market through COPEC and TPDC with the objective of driving down retail fuel prices through direct competition after the local oil companies failed to reduce pump prices after the abolition of VAT. This initiative was overtaken by events when PIC was established to co-ordinate the bulk importation of fuel.

From 2010 until early 2013, I provided management advice to MPS Oil Tanzania Limited and its sister logistics company Sengerema Motor Transport 1995 Limited. In the meantime I and the Chairman of MPS Oil and Sengerema Motors jointly established three new companies in Tanzania: Anthony Farmer & Associates Tanzania Limited; Trident Security Solutions Limited, and Dokudami Limited.

Early this year I realised that the new companies needed more of my time if they were to thrive and make a real contribution to the Tanzanian economy and also justify the development costs that I had borne since 2003. Therefore I decided to cease providing management advice to MPS Oil Tanzania Limited and Sengerema Motor Transport 1995 Limited in February 2013. The Chairman of MPS Oil Tanzania Limited and Sengerema Motor Transport 1995 resigned his directorship in each of the three companies and since his share allocations had not been paid up, his shares were declared forfeit and transferred to my consulting company in Britain. In addition new directors were appointed to replace him in order to meet the requirement that Tanzanian companies should have a minimum of two shareholders and a minimum of two directors. The transition was entirely amicable.

### 3. CORPORATE STRUCTURE

#### 3.1 *Anthony Farmer & Associates Tanzania Limited*

Anthony Farmer & Associates Tanzania Ltd is 50% owned by me personally and 50% by Anthony Farmer & Company Limited. The company was incorporated on the 25<sup>th</sup> of May 2011. There are currently three directors whose details are provided in **Annexe 2**. The company owns 50% of the shares in Trident Security Solutions Limited, Dokudami Limited and Anglo-Tanzanian Investments Limited and is therefore both a trading company in its own right, but also a holding company for Trident Security Solutions Limited, Dokudami Limited and Anglo-Tanzanian Investments Limited.

It is planned that all investment finance will be applied to Anthony Farmer & Associates Tanzania Limited on behalf of the group in the form of paid up shares rather than burdening the company with loans when the companies are at their most vulnerable.

Anthony Farmer & Associates Tanzania Limited is basically a Tanzanian extension of the consulting firm that I first established in the UK in 1984. In addition to supplying advice and technical services in respect of the sustainable development and management of natural resources including wildlife, the company specialises in providing marine and fisheries consulting services within Tanzania and generally throughout East Africa including the preparation of environmental impact

## COMMERCIAL IN CONFIDENCE

assessments and statements. Further details are provided in **Annexe 3**. Please note that for the time being all four companies share the same directors.

In addition to providing consultancy services, the company represents the Sovereign Charter Trust in Tanzania and East Africa. This is a wealthy family trust whose roots go back to 1647 when King Charles I constituted the trust for a period of 999 years. The Trust is able to arrange finance at highly competitive rates (much lower than commercial banks) and on better terms for selected humanitarian, empowerment and development projects in under-developed countries using a proprietary system called Reconomy.

Preliminary discussions have already taken place with regard to refinancing the Tanzania Women's Bank Limited and at a later stage establishing a Vijana Bank in Tanzania. There are also plans to finance and establish an integrated beef ranch of ca 25,000 ha for the production of high quality meat for both local consumption and export. Financing of new projects or the refinancing of existing projects may be done through either Anthony Farmer & Associates Tanzania Limited or alternatively the recently incorporated company Anglo-Tanzanian Investments Limited.

### **3.2 Trident Security Solutions Limited**

Trident Security Solutions Ltd is 50% owned by me personally and 50% by Anthony Farmer & Associates Tanzania Limited. The company was incorporated on the 29<sup>th</sup> of August 2012. There are currently three directors whose details are provided in **Annexe 2**.

Trident Security Solutions Limited has been incorporated with Ministry of Home Affairs approval to supply security services and equipment to: government agencies; merchant shipping companies; oil and gas exploration and production companies, and ship owners. In addition, the company plans to establish and operate an international maritime training centre to provide marine safety and small boat handling skills for operators in Tanzania, the region and ultimately across African continent. We also plan to establish a specialist boatyard to build high speed assault boats for inshore marine protection duties in Tanzania and neighbouring countries utilising existing designs owned by Anthony Farmer & Company Limited. Details of the boat are provided in **Annexe 4**.

In addition to using them ourselves, potential customers include the Tanzanian Navy, the Tanzanian Police, the Tanzanian Port Authority, The Ministry of Livestock and Fisheries, the Ministry of Natural Resources and Tourism and the Revolutionary Government of Zanzibar, plus the equivalent government departments and agencies in Mozambique, Kenya, Somalia, together with land-locked countries with access to the Lake Victoria and the Rift Valley lakes.

Trident Security Solutions has recently applied to the British Government to become an official agent and distributor of UK Hydrographic Office publications including navigational charts and tide tables for Tanzania and East Africa. The only other distributors for the Hydrographic Office throughout the African continent are located in Nigeria, Egypt and South Africa.

## COMMERCIAL IN CONFIDENCE

We plan to expand this to include British Ministry of Defence air charts at a later stage for civil and private aviation. Customers will include the Tanzanian Navy, other Tanzanian Government departments and agencies including SUMATRA, merchant ships visiting Tanzanian ports, amateur yachtsmen etc. The Hydrographic Office also offers consultancy services in relation to the Law of the Sea and provides professional advice on the demarcation of Exclusive Economic Zones. This compliments the range of services offered by Anthony Farmer & Associates Tanzania Limited and is an important service given the expanding exploration for oil and gas along the East African coastline.

### 3.3 *Dokudami Limited*

Dokudami Limited is 50% owned by me personally and 50% by Anthony Farmer & Associates Tanzania Limited. The company was incorporated on the 7<sup>th</sup> of May 2012. There are currently three directors whose details are provided in **Annexe 2**. Dokudami Limited has been established for two primary purposes: a) to become a distributor for Doulton and Berkefeld water filters, and b) to import and distribute selected herbal products with proven therapeutic properties.

Doulton and Berkefeld water filters have been in use for more than 175 years and were developed and manufactured by the world famous china company, Royal Doulton, since the eighteenth century (*vide Annexe 5*). They rely on the use of a ceramic filter with a life of six months or more. The standard filters remove sediment and more than 99.99% of pathogenic bacterial and disease-causing cysts to leave safe potable water.

Special filters can be used to additionally remove unpleasant tastes and smells, and poisonous heavy metals such as lead. The filter systems come in two basic forms: a) an inline filter which relies on the pressure of a piped water supply, and b) gravity filters which are ideal for schools, clinics and hospitals, eating places and homes in rural areas. I have personally used Doulton gravity filters since 1973 and have been using one to treat my piped DAWASCO water supply since August 2012. I no longer buy bottled water and have suffered no ill effects during the last 11 months.

Dokudami Limited is named after a medicinal plant with remarkable properties. A Thai company, Prolac Thailand Company Limited, was established by Mr Aswin Wattanapramote in 2005 to grow the dokudami plant and produce aqueous extracts of the plants for a range of Dokudami products including Dokudami, Yu Xing Cao, Dokudami soap and Dokudami coffee (*vide Annexe 6*). More than 200 ha are now under dokudami cultivation in Thailand. Dokudami is a natural food and dietary supplement that is especially helpful for those with HIV, cancer, rheumatoid arthritis and diabetes by stimulating and strengthening the immune system.

Dokudami Limited has been offered the sole distributorship for the entire range of Prolac/Dokudami products for the whole of Africa. Mr Wattanapramote is currently seeking professional advice on a possible IPO on the Hong Kong stock exchange and has asked me if I would consent to becoming one of the directors of the listed company. This will provide an even greater opportunity to open up the African market for Dokudami products and help to bring relief to those suffering from some of the most serious and commonest diseases affecting the continent.

### **3.4 *Anglo-Tanzanian Investments Limited***

Anglo-Tanzanian Investments Limited is 50% owned by me personally and 50% by Anthony Farmer & Associates Tanzania Limited. The company was incorporated on the 12<sup>th</sup> of July 2013. There are currently two directors (myself and Teresiah King'oo) whose details are provided in **Annexe 2**. Anglo-Tanzanian Investments Limited has been established as a vehicle with the specific purpose of financing or refinancing projects.

## **4. DEVELOPMENT & INVESTMENT COSTS**

The project that first introduced me to Tanzania was 10 years old in January this year, but in spite of my tenacity and determination, it has yet to be implemented. It is by far the largest project by value that I have undertaken to date and the most elusive. It did, however, open my eyes to Tanzania's vast natural resources which remain largely unexploited. Even though the patrol vessel project has been a major drain on my financial resources, I have continued to make a personal commitment to utilise my not inconsiderable experience in the development field to useful effect in and for Tanzania.

Whilst I have written off the development costs of the patrol vessel project that I have incurred to date for the purposes of this business plan, I have been preparing for the launch of one or more new companies in Tanzania since August 2010. The research and development costs of the four new companies which, over a period 30 months, are in the order of US\$650,000 including fees (or equivalent), accommodation, air tickets and associated expenses, but excluding the value of the design rights of various boats which it is planned to build in Tanzania. This figure represents approximately half of the authorised share capital of Anthony Farmer & Associates Tanzania Limited which is currently TSh 2.0 billion. The US\$650,000 investment in time and expenses has been treated as paid up share capital, rather than burdening the company unnecessarily by listing it from day one as a debt (repayable loan) on the company's balance sheet.

I plan to invest a further US\$400,000 or thereabouts in cash which, together with the value of the boat designs (US\$200,000), will bring the paid up share capital or equivalent to TSh2.0 billion ( $\approx$  US\$1.25 million). I propose to provide this additional capital investment from my own resources and am currently selling a house in the UK to provide the necessary liquidity. The house is valued at approximately GB£550,000 ( $\approx$  US\$834,000). The sale particulars for the house are provided in **Annexe 7**.

## **5. IMPLEMENTATION SCHEDULE**

Implementation of the project has already commenced, since the three companies were incorporated on the following dates:

- 25 May 2011                      Anthony Farmer & Associates Tanzania Limited

## COMMERCIAL IN CONFIDENCE

- 7 May 2012 Dokudami Limited
- 29 August 2012 Trident Security Limited
- 12 July 2013 Anglo-Tanzanian Investments Limited

None of the companies has started trading as yet. However, it is planned that all four companies will commence trading during the next few weeks. It is therefore important that the Certificate of Incentives for the holding company, Anthony Farmer & Associates Tanzania Limited, should be issued as soon as possible.

Project?

My long term objective for the "Anthony Farmer Group" is to seek one or more IPOs for the parent company and/or its subsidiaries on an internationally recognised stock exchange.

### 6. LOCATION OF OFFICES

I have already rented an initial 105 m<sup>2</sup> of office space on the first floor of Sea Cliff Village immediately adjacent to the Sea Cliff Hotel on the Msasani Peninsula with an option on a further 35 m<sup>2</sup>. This is a high profile and prestigious location with easy access to the city centre and all relevant government departments and offices. In addition to providing comfortable and serviced office accommodation, it can also act as an initial retail outlet for many of our products. I have already purchased desks, chairs, filing cabinets, safes computers, printers, copiers, scanners, a shredder and ancillary equipment. A copy of the lease agreement and selected photographs of the new offices are included in **Annexe 8**.

Whilst the offices in Sea Cliff Village will provide sufficient space initially, there are three major activities planned, which will in due course require a specialised site with direct access to the sea and the ability to launch and moor boats. These are:

- An operational base for high speed assault boats for marine securities duties for the increasing number of petroleum exploration and production companies.
- The establishment of a international maritime safety and small boat-handling training centre.
- A small boatyard for the construction of high speed assault craft for both local use and for export to neighbouring countries.

I have surveyed most of the coastline that is conveniently located to Dar es Salaam and our offices at Sea Cliff Village. There is one notable site which would be ideal for our purposes. It is the old TAFICO site on Kigamboni lying between the Mwalimu Nyerere Memorial Academy College and the Naval Base (*vide Annexe 9*). The buildings have been ransacked and the fish processing, freezing and storage and ancillary equipment removed and presumably sold.

An Oman-registered fishing boat (MV Tawariq 1) caught fishing illegally in Tanzanian waters on 8 March 2009 was moored alongside the TAFICO floating jetty, but has since sunk. The outline of the vessel can be made out in the more recent satellite image of the site (**Annexe 9**).

## COMMERCIAL IN CONFIDENCE

It is hoped that, given the future benefits that Trident Security Solutions Limited will bring to Tanzania both directly, but also through future export earnings, this derelict site could be made available to the holding company or Trident Security Solutions Limited on highly discretionary terms. During preliminary exploratory discussions with the Navy, the current Navy Commander, Maj-Gen Saidi Omar, was most enthusiastic at the prospect of having Trident Security Solutions Limited as his neighbour and fully supported the suggestion that we establish a Maritime Training Centre and assault boat production facility next to the Naval Base.

### 7. ENVIRONMENTAL IMPACT

Since none of the companies will be exploiting natural resources at this stage and due to the fact that the offices in Sea Cliff Village and the TAFICO site already exist, the environmental impact of the proposed activities will be negligible.

It is therefore my considered professional opinion, as someone who has personally prepared many environmental impact assessments and statements in the past, that no detailed environmental impact assessment is appropriate or necessary in respect of the proposed activities.

This does not include future new activities of a more intrusive nature, for example large scale beef ranching, which do not fall within the remit of this business plan.

### 8. FINANCIAL ANALYSIS

It is difficult to predict the full financial impact of the proposed investment since there are so many opportunities that will open up as we commence trading. The financial projections (**Annexe 10**) have therefore been restricted to the core activities of the first three companies and consequently represent a realistic view of the expected cashflow during the first five years. The assumptions made whilst preparing the cashflow projections are also included in **Annexe 10**.

Whilst the Anthony Farmer Group would normally expect to start generating a positive cashflow in the last quarter of Year 1, given the difficulties associated with working in Tanzania, it is probably more reasonable to expect the companies to start making a modest profit towards the end of Year 2 or beginning of Year 3 due to slippage. It is planned that most, if not all, of the profit generated in the first five years will be reinvested in order to provide the companies with a sound foundation for the future with a view to investing in new projects.

The cashflow projections indicate that the greatest exposure ( -US\$331,000) will occur in the second and third quarters of the first year. In practice there is likely to be some slippage in implementing the project. Even allowing 12-18 months slippage and a contingency sum of 10%, the imminent sale of the house in the UK will provide sufficient liquidity to ensure that the expenses of Anthony Farmer & Associates Tanzania Limited are covered before a sustainable profit has been generated.

## COMMERCIAL IN CONFIDENCE

### 9. EMPLOYMENT GENERATION

Whilst it is also difficult to predict with any accuracy the total number of new jobs that will be created by the new companies, however, it is conservatively estimated that with the full support of the Tanzania Investment Centre a minimum of 100 new jobs will be created within the first five years. The final figure is expected to be very much higher, when all the secondary activities come on stream.

### 10. EMPLOYMENT POLICY

All four companies will operate as '*Equal Opportunity Employers*' from day one, recruiting new staff based solely on the candidate's ability to meet the requirements of the job without regard to gender, age, race, religion or disability. We are already leading by example: our first four members of staff have an age range of 35-66 years and include both male and female, African and European, Christian and Muslim and a person with a disability.

### 11. QUALITY ASSURANCE

All four companies are committed to achieving excellence in everything they do and especially with regard to client/customer service. We are committed to implementing the following eight principles at all times:

- Honesty, integrity and transparency must be observed at all times.
- Clients and customers must always be treated as we ourselves would wish to be treated.
- If we do not look after our clients and customers properly, someone else will.
- We must always deliver what we promise - if in doubt, we should under-commit and over-deliver.
- Nothing is to be gained by winning an argument if we lose the client or customer in the process.
- Clients and customers must be told the truth at all times: a lie will never be forgotten nor will it be forgiven.
- It takes time and commitment to earn a good reputation, but it can be destroyed in an instant.
- The reputation of the entire company lies in the hands of every single employee.

We do not yet have a quality assurance programme in place, however, it is our intention to become ISO 9001 certified. We are already in the process of establishing management and accounting systems and operating manuals in preparation for this.

### 12. IMPORTATION REQUIREMENTS

Since the investment will be made through the parent company, Anthony Farmer & Associates Tanzania Limited, the importation of all essential equipment, goods and

## COMMERCIAL IN CONFIDENCE

materials will come through this company. We therefore request that the following items are specifically included under the Certificate of Incentives:

Item	Manufacturer	Description	Number of Units
1	Land Rover	Defender 90, 110 and 130	50
2	-	Rigid inflatable boats (RIBS)	20
3	-	Boat trailers for RIBS	20
4	-	Boat trailers for assault boats built in Tanzania	100
5	Suzuki or OMC	Outboard engines 140-300 hp	200
6	-	Workshop tools & equipment for TAFICO	-
7	-	Materials and fittings for building assault boats	-
8	-	Specialist materials and equipment for TAFICO	-
9	Fairy Industrial Ceramics	Water filters	for life
10	Prolac Thailand	Dokudami herbal products	for life

Since the water filters are intended to eliminate or at least greatly reduce water borne disease in Tanzania, especially in rural areas, we respectfully request that, in order to make them more readily available to those who need them, the filters should be exempt from customs duty and VAT on a permanent basis. The savings in terms of health care and economic losses due to ill health will far outweigh the reduction in revenue in respect of customs duty and VAT.

Since the Dokudami herbal products are intended to assist those members of the population who are suffering from some of the most prevalent and serious diseases afflicting the African continent, we additionally request that, in order to make them more readily available to those who need them, the Dokudami products should be exempt from customs duty and VAT on a permanent basis. The justification for the waiver is the same as that in respect of the water filters.

### 13. GOVERNMENT APPROVALS & ASSISTANCE

We specifically request the approval of residence permits for a minimum of seven (7) expatriates one of whom is an East African Citizen. These are required to ensure the training of trainers is undertaken to the highest possible international standards and to assist in the transfer and introduction of new boat building technologies in Tanzania.

We should also like to receive assistance with respect to the following:

- Issue of residence permits
- BRELA formalities and requirements
- TRA formalities and requirements
- TFDA formalities and requirements
- TCRA formalities and requirements
- Any other registration/licensing requirements

Finally and most importantly, we seek your assistance in acquiring the use of the TAFICO site for the proposed Maritime Training Centre and boat building activities.

## COMMERCIAL IN CONFIDENCE

If approved, we will also require permission to remove and dispose of the confiscated fishing boat (MV Tawariq 1) which has sunk adjacent to the TAFICO floating jetty and is effectively blocking its use. Since refurbishing the buildings and jetty and salvaging the sunken fishing boat will be a costly exercise for Trident Security Solutions Limited, it is hoped that the site can be made available on a concessionary basis.

### 14. SOCIAL RESPONSIBILITY

We believe that all companies should recognise their social responsibilities. Assuming that the establishment and operation of the proposed Maritime Training Centre is successful, we hope to establish a charitable organisation to buy and operate a lifeboat at the TAFICO site using a similar model to that of the Royal National Lifeboat Institution which was established in 1824 to protect and rescue seafarers around the shores of the British Isles and has saved more than 140,000 people since it was founded (see <http://rnli.org/>). Subject to the success of the Anthony Farmer Group, the level of public support and experience gained by operating the first lifeboat, it is hoped that others might be deployed at additional key locations along the coast of Tanzania in future.

### 15. POSTSCRIPT

Subject to the successful conclusion of the much needed patrol vessel project\*, it is my intention to invest at least part of the commission received from my principals (Hyundai Heavy Industries Company Limited) in Anthony Farmer & Associates Tanzania Limited and its current and future subsidiaries and therefore accelerate the expansion of the group's trading activities for the economic and social benefit of Tanzania and its people.

---

\* The news item included in **Annexe 9**, which illustrates the demise of MV Tawariq 1, reported that "*the World Bank estimated that Tanzania loses over 220 million US dollars per annum to illegal fishing vessels operating in its exclusive economic zone in the Indian Ocean*". For this reason alone, never mind the other security issues that are at stake and the economic benefits arising from and risks associated with offshore petroleum exploration and production, the conclusion of this seemingly expensive project is vitally important for the economy of the country as a whole.

HHI have offered the lowest price for new ships that meet the Tanzanian Navy's requirement and specification in full. The excellent quality of HHI's ships is recognised universally. Subject to the signing of a contract, the Tanzanian Government have been offered two second hand patrol vessels by the ROK Navy free of charge to provide cover whilst the four new ships are being built. Since the second hand vessels would represent a gift, the Tanzanian Navy would actually receive six ships to add to their tiny and aging fleet. The total cost of the four vessels is in the order of US\$500,000. We have additionally offered specialist patrol vessels for Lakes Victoria, Tanganyika and Nyassa for a small additional sum. Small high speed patrol vessels are also needed close inshore. We hope to build these at the TAFICO site.

## COMMERCIAL IN CONFIDENCE

We have obtained several offers of finance for the ships from conventional sources, should the Government so require. However, the most attractive offer is a self-liquidating loan which would involve paying interest of ~US\$25 million per year over 10 years with no principal to pay upon completion of the loan. This means that the Government of Tanzania would pay only US\$250 million for four ships costing US\$500 million. A conventional loan would cost in the order of US\$750 million (interest of US\$250 million and principal of US\$500 million).

No commercial bank would be prepared to offer these terms for reasons which must be obvious. This attractive financing facility has been offered by the Sovereign Charter Trust Group, who are also interested in helping us refinance the Tanzania Women's Bank and establishing a Vijana Bank.

**ANNEXES**

1. Details of the Offshore Patrol Vessels Offered on behalf of HHI
2. Short CVs of the Directors - Current & Proposed
3. Consultancy Services Offered by Anthony Farmer & Associates
4. Details of the Rapid Deployment Vessel
5. Brochure for the Doulton-Berkefeld Filter Systems
6. Information on Dokudami Products
7. Sale Particulars for Ebb House, Higher Eype, Bridport, Dorset, UK
8. Photographs & Lease for the Offices
9. Satellite Images & News Item in respect of the TAFICO Site
10. Financial Projections

**Annex 1**

**Details of the Offshore Patrol Vessels Offered  
on behalf of Hyundai Heavy Industries**

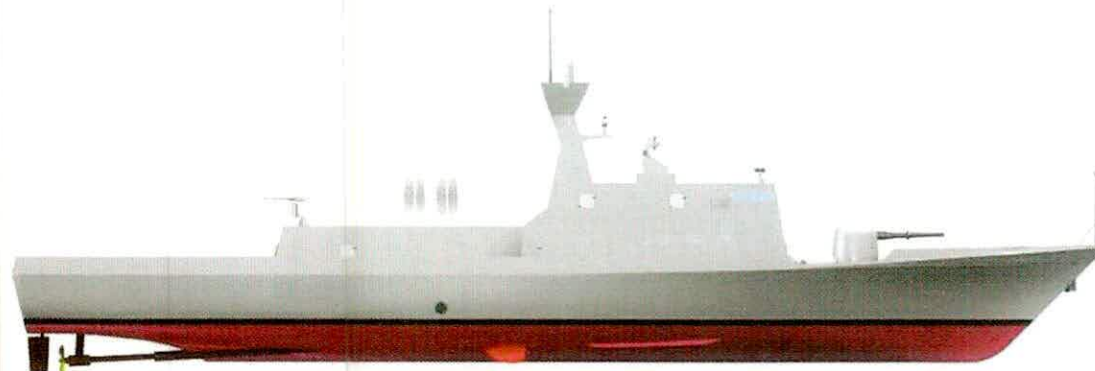
# HDS-500 Fast Attack Craft



# HDS-500

## HDS-500 Type Fast Attack Craft

HDS-500 combines advanced hull variation of HYUNDAI proven HDP-600 and new generation FAC design of ROK Navy(PKX) incorporating latest demands for this type of vessel. Employing stealth technology to enhance survivability, HDS-500 is highly sophisticated vessel armed with anti-ship missile and point defense system. She is designed to afford longer endurance and better comfortability with traditional advantage-high speed and devastating firepower.



HDS-500(Version2)

### Principal Mission

- Fast attack
- Escort & protection of the marine traffic
- Patrol
- Protection of EEZ

### Main Characteristics

- Length : 61M
- Displacement : 560Tonnes
- Max. Speed : 30Knots(39Knots)
- Cruising Speed : 15Knots (2,300n.m)
- Two marine diesel engines(CODAG)

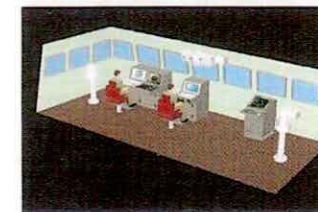
### Armament

- 1 x 76mm gun
- 1 x 20mm gun
- 1 x SSM(SAM) Launcher

*range 1,500 - 2,500 nm*



CIC



Pilot House

## **Annexe 2**

### **Short CVs of Key Personnel**

1. Dr Tony Farmer - Group Chairman & CEO
2. Major Bill Peart - Proposed Managing Director
3. Col Godfrey Lyimo - Operations Director
4. Teresiah Mueni King'oo - Finance Director

## COMMERCIAL IN CONFIDENCE

### **Dr Tony Farmer: Group Chairman and CEO**

British national

*Qualifications:* BSc, PhD, FLS, FIBiol, CBiol, ARPS, FMBAI, FSB

*Management training:* Batelle Memorial Institute, USA; London Business School, UK, and Management Centre Europe, Belgium

#### ***1984-present - Founder and Owner of Anthony Farmer & Associates***

Provision of consultancy and technical services in respect of the management, development of natural resources on a sustainable basis: coastal and marine resources management; fisheries protection and law enforcement; environmental impact assessment; wildlife conservation and management; wildlife protection and law enforcement; corporate management and institution building. To date more than 150 projects have been undertaken in 114 countries and autonomous territories worldwide. Currently a director and shareholder of six companies.

#### ***2010-2013 - Head of Corporate Development of the Duma Group***

Consultant providing financial, management and marketing advice to MPS Oil Tanzania Limited and Sengerema Motor Transport 1995 Limited, and the incorporation of The Duma Group Limited as a holding company to allow for a group brand image for marketing purposes and to pave the way towards a future flotation on the Dar es Salaam stock exchange.

#### ***1990-1994 - Allied Irish Banks Professor, The Queen's University of Belfast, Northern Ireland***

Responsible for teaching the honours courses in fisheries biology and applied ecology.

#### ***1977-1984 - Chief Marine Scientist, Kuwait Institute for Scientific Research***

Fisheries research, stock assessment and management and fishery protection for the Government of Kuwait and neighbouring countries. Responsible for increasing the capabilities of the Institute and its development into a world class centre of excellence.

#### ***1973-1976 - Deputy Director of Fisheries, Bahrain***

Fisheries research, stock assessment and management, and fishery protection for the Government of Bahrain.

## COMMERCIAL IN CONFIDENCE

### **Proposed Managing Director: Major Bill Peart (rtd)**

British national

*Military training:* Royal Marines Officer training 1969-1970; Army Junior Command and Staff Course 1977; Royal Naval Staff College, Greenwich 1987; command and control of amphibious operations; mountain and arctic warfare instructor; arctic survival instructor; military ski instructor; resistance to interrogation; unit emplaning; accounting and auditing

*Civilian training:* advanced craft handling and navigation; fast rescue craft coxswain; DOT/OPITO approved fast rescue craft coxswain instructor; DOT/OPITO approved fast rescue craft boatman instructor; MNBT approved sea survival and craftsmanship instructor; HSE approved first aid instructor; OPITO approved totally enclosed motor propelled survival craft instructor; OPITO approved helicopter underwater escape training (HUET) and emergency breathing systems instructor, and RYA powerboat coxswain

### **Civilian Appointments - 1993-2013:**

#### ***2003-present - Reach Engineering and Diving Services Limited***

Marine Operations manager responsible for planning and executing all waterborne operations including safety craft, work boats and diving tenders and teams of 12-15 divers and inspection technicians around the UK, including Ministry of Defence munitions bases, nuclear power stations and petrochemical refineries.

#### ***1993-present - Maritime Rescue Services Limited***

Manager and instructor responsible for conducting training in sea survival, boat handling and maintenance (lifeboats and fast patrol craft), navigation, helicopter underwater escape training (HUET) and emergency breathing systems for offshore platform workers of mixed nationality to international standards.

#### ***1993-present - Independent Defence Systems Consultant***

Preparation of a variety of business plans, financial projections, standard operating procedures for a variety of overseas maritime and security project including those for Anthony Farmer & Associates.

### **Military Appointments - 1969-1992:**

#### ***Chief Landing Craft Officer - Poole***

Commanding officer of the Royal Marines Landing Craft Base at Poole, Dorset. Direct responsibility for 120 personnel and the daily running of the base, comprising the operational deployment of men and boats, training of personnel and the maintenance of all craft including 110 ton logistical support craft, personnel and vehicle carriers, hovercraft, fast patrol boats, inflatable craft and sundry boats undergoing trials and testing from civilian manufacturers.

## COMMERCIAL IN CONFIDENCE

In addition to the direct command responsibilities listed above, Major Peart also had the wider remit of functional command and logistical responsibility for 350 men worldwide, including the executive responsibility for the development and implementation of operational policy and training doctrine; determining the requirement for, and production of, the design specification for all seagoing craft to be accepted into service with the Royal Marines and the extensive trials and testing of those craft prior to acceptance into operational service; planning, preparation and delivery of specialist demonstrations, lectures and briefings; preparation of committee briefs and minutes; financial planning and budgetary control with annual budget of £5m.

### ***Fighting Company Commander – 42 Commando***

Command of 110 men on commando and conventional military operations in NATO, specialising in mountain and arctic warfare and counter-terrorism. Motivation, control, training, testing, appraisal, interviewing, appointing, report writing and counselling.

### ***Adjutant – Royal Marines Reserve Tyne***

Senior regular officer responsible for discipline, administration, logistics, training, recruiting, selection and public relations.

### ***Staff Officer – Royal Marines Head Quarters***

Interim appointment writing the scripts for the official Royal Marines record of the South Atlantic Campaign.

### ***3rd Raiding Squadron Commander – Hong Kong***

Command of a squadron of fast pursuit craft on intensive operations, mostly at night, against armed Chinese triads engaged in smuggling illegal immigrants and commercial contraband from China into Hong Kong.

### ***1st Raiding Squadron Commander – 3 Commando Brigade***

Command of a squadron of fast pursuit craft, personnel carriers and heavy-duty logistics craft on operations in arctic Norway, Northern Ireland, the Baltic, Mediterranean and West Indies. Counter terrorist and covert operations from remote forward operating bases.

### ***Intelligence Officer – 42 Commando***

Counter terrorist operations in Northern Ireland. Commando and conventional operations in NATO area.

### ***Assault Squadron Commander – HMS Fearless***

Command of ship-borne landing craft on amphibious operations in the West Indies, Norway, Baltic and Mediterranean.

### ***Commando Instructor – Commando Training Centre***

Training recruits from induction to passing out for regimental duty in Royal Marines Commando Units.

**COMMERCIAL IN CONFIDENCE**

***Rifle Troop Commander – 45 Commando***

Command of 33 Royal Marines commandos on mountain and arctic warfare operations in northern Norway and counter-terrorist operations in Northern Ireland.

COMMERCIAL IN CONFIDENCE

**Operations Director: Colonel Godfrey Lyimo (rtd)**

Tanzanian national

*Military training:* navigation, naval officer training and senior management training at staff colleges in Tanzania, India and China

**2012-2013 - Head of Security for The Duma Group**

Responsible for all security matters within The Duma Group Limited and its subsidiaries (MPS Oil Tanzania Limited and Sengerema Motor Transport Limited).

**2008-2011 - General Manager of the Dar es Salaam Yacht Club**

Responsible to the Commodore for the day to day administration of all the activities of the club including the anchorage to the west of the Msasani Peninsula.

**2005-2007 - Commandant Navy School and Deputy Navy Commander**

Responsible to the Navy Commander on all matters pertaining to training, logistics, personnel requirement, operation and well-being of all Navy personnel. Maintain the Navy's task and capability of guarding Tanzanian territorial waters and 200 nautical mile Exclusive Economic Zone.

**2004-2005 - Staff Officer, General Headquarters**

Responsible for assisting the Chief of Defence Forces handle all complaints directed to the Tanzania People's Defence Forces.

**1996-2003 - Commandant Navy School**

Responsible for running the Navy School, its upkeep, and the provision and maintenance of Navy School property and materials.

**1984-1995 - Fleet Commander**

Responsible for the upkeep, operation and maintenance of all ships in the fleet to be ready for combat.

**1980-1983 - Squadron Commander 1980**

Responsible for the upkeep, operation and maintenance of all ships in the squadron to be ready for combat.

**1976-1979 - Flotilla Operations & Training Officer**

Responsible for training ships' company.

**1972-1975 - Patrol Boat Commanding Officer**

Responsible for the upkeep, operation and maintenance of the ship to be ready for combat.

COMMERCIAL IN CONFIDENCE

**Finance Director: Teresiah Mueni King'oo**

Kenyan national (EAC Citizen)

*Qualifications:* BCom (commerce, banking, accountancy, business administration)

***2010-2012 - Head of Administration for the Duma Group***

Purchasing and inventory control for the trading companies of The Duma Group (MPS Oil Tanzania Limited and Sengerema Motor Transport Limited).

***2006-2010 - National Executive for Anthony Farmer & Associates***

Business development and marketing of consultancy activities in Kenya and East Africa.

***2004-2006 - Front Office Manager of the Meridian Court Hotel, Nairobi***

In charge of the front office and reservations department of a 91-room three star hotel. Additionally responsible for: the IGAD Secretariat accounts and administration for the Somali National Reconciliation Conference delegates; daily staff attendance records; guest correspondence; e-mail communications, and executive assistant to the Managing Director (owner) and to the General Manager.

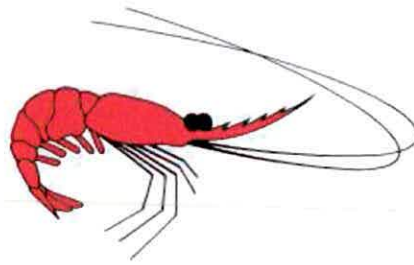
***2003-2004 - Receptionist, Meridian Court Hotel, Nairobi***

***2003 - Trainee clerk, Meridian Court Hotel, Nairobi***

**Annexe 3**

**Details of Consultancy Services Offered by  
Anthony Farmer & Associates**

Mission Statement



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- Sustained economic growth and, ultimately, our very survival as a species are dependent on long-term global environmental management.
- **Anthony Farmer & Associates** are dedicated to the sustainable exploitation and development of renewable natural resources through the application of ecologically sound management practices.
- We believe that this philosophy is just as relevant to private enterprise as it is to the public sector.
- With this in mind, we are committed to the pursuit of innovation and excellence in all that we do.
- Our aim is to provide a superior quality product and service that consistently exceeds the expectations of our clients.

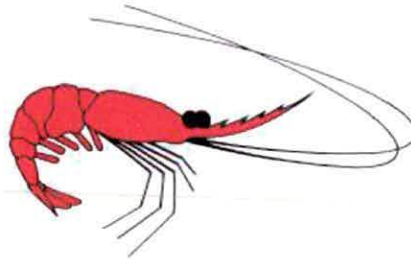


Freshwater fish hatchery in the Netherlands.

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Project Management

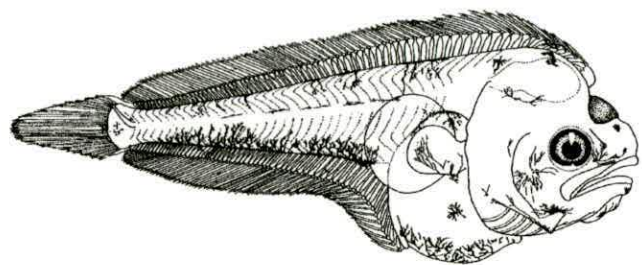


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In response to the challenges created by the sustainable economic exploitation and management of natural resources, **Anthony Farmer & Associates** are able to offer a wide range of planning, design, management and technical services to both the private and public sectors. These include:

- Sectoral master plans.
- Development plans.
- Socio-economic studies.
- Marketing studies.
- Technical and financial feasibility studies.
- Project evaluation.
- Business plans.
- Management plans.
- Project commissioning and management.
- Organisation and management manuals.
- Technology transfer.
- Research and development.
- Institution and capacity building.
- Staff recruitment and training.
- Equipment specification and selection.
- Management information systems.
- Documentary films.
- Technical and illustrative photography.
- Technical writing, editing and publishing.
- Provision of expert witnesses.

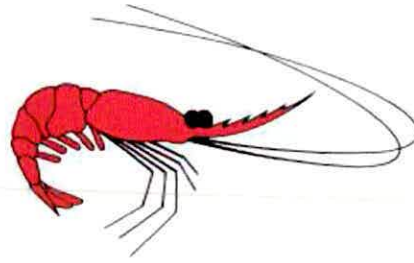


Fish larva (Soleidae) from the Arabian or Persian Gulf.

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Fisheries Management



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**Anthony Farmer & Associates** are able to offer the following services in respect of the development, sustainable exploitation and management of fisheries and other aquatic resources:

- Resource surveys and stock assessment.
- Identification of new resources.
- Statistical data collection systems.
- Market sampling.
- Resource management strategies.
- Fisheries and biological surveys.
- Taxonomy and species identification.
- Oceanographic and ecological surveys.
- Design of fishing and research vessels.
- Fishing fleet management.
- Research vessel management.
- Fishing gear design.
- Product handling, processing and storage.
- Marketing.
- Legislation and enforcement measures.
- Fisheries protection and coastguard services.

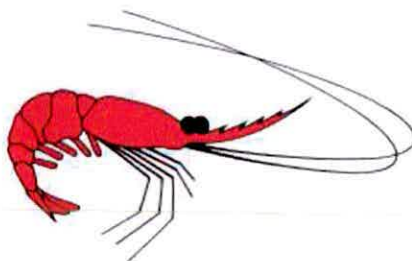


Lake (baor) management in Bangladesh.

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Aquaculture



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Anthony Farmer & Associates are able to offer the following services in respect of the commercial cultivation of fish, shellfish and other aquatic organisms:

- Site surveys and selection.
- Species selection.
- Farm design and specification.
- Hatchery design and specification.
- Environmental impact assessment.
- Construction supervision and commissioning.
- Farm management and husbandry.
- Integrated agriculture and aquaculture.
- Water use management.
- Water quality management.
- Nutrition and feed production.
- Stock health and pathology.
- Disease prevention strategies.
- Product handling, processing and storage.
- Marketing.
- Legislation and enforcement measures.
- Farm security.

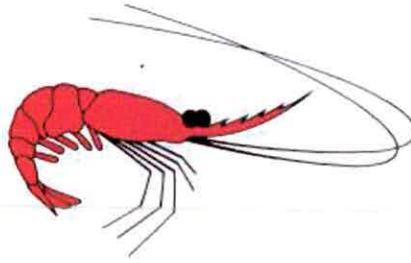


Integrated fish and duck farming in Egypt.

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Environmental & Wildlife  
Management



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**Anthony Farmer & Associates** are able to offer the following environmental and wildlife management services:

- Rural development and land use planning.
- Natural resource assessment and management.
- Landscape conservation and management.
- Integrated coastal zone management.
- Land rehabilitation and restoration.
- Bioremediation.
- Conservation of historic and ancient sites.
- Environmental protection and conservation of biodiversity.
- Wildlife conservation and management.
- Designation and establishment of conservation areas.
- Management of national parks, wildlife sanctuaries and nature reserves.
- Public aquarium design and management.
- Conservation and educational facilities.
- Legislation and enforcement measures.
- Species and habitat protection.

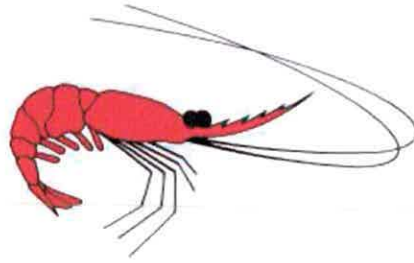


Cloud forest in Kinabalu National Park, Sabah, Malaysia.

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Ecological Studies &  
Environmental Impact Assessment



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& Farmer  
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**Anthony Farmer & Associates** are able to offer the following ecological and environmental impact assessment services:

- Environmental surveys.
- Ecological surveys.
- Biodiversity studies.
- Environmental auditing.
- Taxonomy and species identification.
- Environmental impact assessment.
- Preparation of environmental impact statements.
- Water quality assessment and management.
- Pollution monitoring, management and prevention.
- Legislation and enforcement measures.
- Environmental protection.

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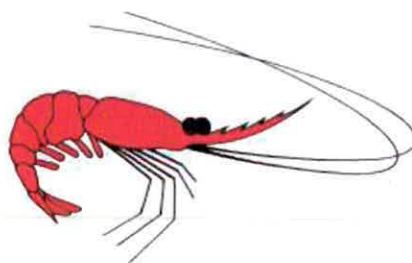


Highly endangered snail species (*Cochlicella barbara*) in Dorset, UK.

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Maps of Somaliland



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**Anthony Farmer & Associates** are the exclusive source of topographic and geological maps produced by the British Directorate of Overseas Surveys for Somaliland (former Somaliland Protectorate), having acquired the entire remaining stock from the British Ordnance Survey.

Four series are available, three topographic and one geological:

- DOS 539 (DCS 39) - Topographic 1:125,000 (series Y625) 1952-1957.
- DOS 427 (DCS 27) - Topographic 1:50,000 (series Y721) 1952.
- DOS 339 - Topographic 1:25,000 (series Y823) 1959-1960.
- DOS 1076 - Surface geology 1:125,000 1959-1960.

Given the current political situation in Somalia, these maps are unlikely to be reprinted or superseded in the foreseeable future.

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Otolith (literally ear bone) used for ageing fish. Viewed using transmitted light.

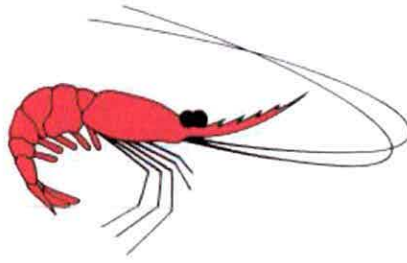
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**Annexe 4**

**Details of the Rapid Deployment Vessel**

Quahog



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# Quahog

Military, Paramilitary, Commercial & Sport Boats of Distinction

- Quahog is a trading subsidiary of Anthony Farmer & Associates (Anthony Farmer & Co Ltd) established to handle the production of the Quahog range of glass-reinforced plastic (GRP) inshore craft.
- The name 'Quahog' was chosen for the product range of high speed marine craft due to the exceptional strength and durability of their hulls due to their 'double shell' construction. Quahog is a type of edible clam (*Arctica islandica*) occurring along northern Atlantic coasts and renowned for the strength of its shells. The word originates from poquauhock, the Narraganset (North American) Indian name for these molluscs.
- In 1989 the British Ministry of Defence invited four boat building firms to compete for the design and production of a replacement for the Rigid Raiding Craft (or Rigid Raider) which had been in service with British and other countries' commando and special forces units for 25 years. The first production model of the Rapid Deployment Vessel (RDV) was delivered to the Ministry of Defence in January 1990 to compete in punishing trials in Arctic Norway during the Royal Marines annual winter exercises.
- The RDV was up against stiff competition from the builder of the original Rigid Raiding Craft (RTK Marine), Task Force and Boston Whaler, Inc which had supplied similar craft to the US Marine Corps and US Coastguard Service. The prototype RDV won the competition outright as a result of exhaustive trials conducted in Arctic Norway during two consecutive winters

lasting more than six months in total. In the meantime a range of leisure craft was developed for civilian use. This included the 3.0 m Bambino, the 4.8 m Seaskate and the 6.5 m Reefrunner, the last having been developed as a civilian version of the RDV.

- Even though the original prototype RDV had won the Royal Marines' winter trials outright in January 1991 and again in January 1992, the Ministry of Defence did not place its first order until November 1992. Production of the RDV was licensed to a contractor with Ministry of Defence AQAP approval.
- Various versions of the RDV are in service with the British Royal Marines and overseas special forces units.



RDV in service with the Royal Marines during winter exercises in Arctic Norway.

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# Quahog

## 6.5 metre Rapid Deployment Vessel or RDV



Developed for the Royal Marines, the RDV possesses exceptional handling characteristics and is fully operational at sea state 5 (Beaufort scale). Although fitted with a self-draining deck, the craft provides a dry and soft ride at high speed with excellent surf capabilities. The RDV has a low visual profile for covert operations and a generous payload for specialist equipment when required. The craft is capable of being run up a beach at speed for rapid deployment of troops with the aid of a ramp built into the bow. The deck is covered throughout with Treadmaster™ for improved grip. Due to its foam-filled, double skin GRP construction, the craft is virtually unsinkable even when holed. The RDV is fitted with a single point lift to facilitate loading/unloading or deployment by helicopter. The craft can be easily towed by light cross-country vehicles. The RDV can be powered by twin outboard engines (up to 200 hp each) mounted on a Gil™ or transom bracket, or an inboard engine with stern leg or jet drive. Typical applications include: covert and assault operations; commando deployment; surveillance and interception; coastguard; coastal and offshore installation protection; customs, and policing duties in temperatures of -35°C to +50°C. Specifications can be modified to suit individual customers' requirements.

### Principal Particulars:

Length overall	6.50 m - <i>excluding engines</i>	Speed	50 knots - <i>light</i>
Beam overall	2.40 m		35 knots - <i>laden</i>
Draft	0.56 m - <i>with outboard engines</i>	Complement	2 crew + 8 troops (max 2 + 16)
	0.34 m - <i>with jet drive</i>	Payload	1,500 kg
Fuel capacity	300 litres/60 gallons	Weight	1,330 kg - <i>excluding engines</i>
Range	100 nautical miles		1,620 kg - <i>including 2 x 140 hp engines</i>
Endurance	3 hours		

## Quahog

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Quahog

Military, Paramilitary, Commercial & Sport Boats of Distinction

**Historical Development of the  
6.5 m RDV or Rapid Deployment Vessel  
for the Royal Marines**

## **Background**

In 1989 the British Ministry of Defence invited four boat building firms to compete for the design and production of a replacement for the Rigid Raiding Craft (or Rigid Raider) which had been in service with British and other countries' commando and special forces units for 25 years. The first production model of the 6.5 m Rapid Deployment Vessel was delivered by Composite Industries Ltd to the Ministry of Defence in January 1990 to compete in punishing trials in Arctic Norway during the Royal Marines annual winter exercises.

The RDV was up against stiff competition from the builder of the original Rigid Raiding Craft (RTK Marine), Task Force, and Boston Whaler Inc (a supplier of similar craft to the US Marine Corps and US Coastguard Service). The prototype RDV won the competition outright as a result of exhaustive trials conducted in Arctic Norway during two consecutive winters lasting more than six months in total.

Even though the original prototype RDV had won the Royal Marines' winter trials outright in January 1991 and again in January 1992, the Ministry of Defence did not place its first order until November 1992. As a result Composite Industries Ltd suffered financial problems and went into receivership. The intellectual property rights were acquired by Dr Tony Farmer who licensed production of the RDV in the UK to a contractor with Ministry of Defence AQAP approval. Various versions of the RDV continue to be built for the British Royal Marines and other special forces overseas. Due to high labour costs in the UK, each RDV can cost £60,000 (ca US\$120,000) or more depending on the final specification.

### **6.5 m Rapid Deployment Vessel (RDV)**

The RDV was specifically developed for the Landing Craft Branch of the Royal Marines as a replacement for the smaller Rigid Raiding Craft Mk 1, which has been in service for 25 years. The first order for the RDV was placed by the Ministry of Defence in November 1992 and the Royal Marines took delivery of the first 30 craft between January and June 1993.

The RDV fitted with twin outboard engines has since been designated the Rigid Raiding Craft Mk 2 by the Ministry of Defence.

During the evaluation of the four competing craft to replace the Rigid Raiding Craft Mk 1, the RDV was the only boat which handled superbly under all conditions during extensive trials in arctic Norway during January to March 1990. All the other boats were either declared unsafe or were found to be totally unsuitable for operational service with the Royal Marines.

When the trials were repeated the following January, the original RDV prototype continued to be evaluated against a new craft submitted by one of the other three manufacturers. Despite this apparent disadvantage, the RDV again won the competition outright and was completely unscathed after a total of six months of exercises under extremely demanding conditions during the Royal Marines' exercises in arctic Norway during in 1990 and again in 1991.

The dimensions and principal characteristics of the original 6.5 m RDV are summarised below, although it should be noted that there is considerable scope for variation in the specifications to meet individual needs.

**Dimensions and specifications:**

Length overall	6.50 m excluding Gil bracket and engines
Beam overall	2.40 m
Draft (operational)	0.56 m
Draft (engines raised)	0.34 m
Weight	1,330 kg
Speed (light)	50 knots
Speed (laden)	35 knots
Fuel capacity	270 l
Endurance	3 hours or 100 nautical miles
Payload (max)	1,500 kg
Engines	2 x 140 hp (max 200 hp) long shaft outboard engines 1 x 200-300 hp inboard engine with stern drive 1 x 200-300 hp inboard engine with jet drive
Complement	2 crew + 8 personnel (max 2 + 16)
Construction	foam-filled, double shell GRP

**Operating characteristics:**

- fast assault or patrol craft
- high speed, soft riding hull design
- exceptionally stable
- fully operational in sea state 5 (Beaufort scale)
- unsinkable even if holed
- excellent surf and beaching capabilities at speed
- self-draining dry deck
- low visual profile
- stackable
- single point lift for transportation by helicopter etc
- can be legally transported by road on a trailer

When fitted with outboard engines, these are mounted on a stern bracket (Gil bracket) to provide increased performance, improved handling and savings in space. A modified version of the RDV has now been built powered by an inboard Yamaha diesel engine and stern leg. This variant has been designated the Rigid Raiding Craft Mk 3 by the Ministry of Defence and is gradually replacing the Mk 2.

The RDV is suitable for the following service duties: military, police, customs, fire service, harbour patrol and coastguard.

Due to the flexibility of the design, the RDV can be easily adapted to take an enclosed cabin, self righting gear, long range fuel tanks etc at minimal additional cost. Due to its width, not only can the RDV be towed legally on a trailer on the road, but the craft has the capacity to carry a payload of up to 1,500 kg. This makes the RDV a highly adaptable craft for the deployment of personnel, equipment and supplies.

# Quahog

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**Annexe 5**

**Brochures for Doulton-Berkefeld Ceramic Filters**



**Doulton**  
world class ceramic filters



**British Berkefeld**  
world class ceramic filters

# Drinking Water Filters



healthy water  
HEALTHY LIFE



QUALITY CERAMIC  
FILTERS MADE IN  
ENGLAND

- Bottled water quality on tap in your own home.
- Long-life filters. Great value for money.
- Simple to install, use and maintain.
- No power required. Low running costs.
- Eco-friendly, reusable filter cartridges.
- 175 years experience. A proven brand you can trust.



In 19th Century England, the River

Henry Doulton discovered that filtering water through a porous ceramic could stop people becoming sick from cholera and other water-borne diseases.

This was a **revolution** in water treatment.



Fast forward 175 years and the ceramic filtration technology has advanced a long way, but the principles of our ceramic filters remain the same - providing safe, healthy, great-tasting drinking water wherever and whenever you need it. From a mud hut in Uganda to an office block in Utah, Doulton® and British Berkefeld® filters are working round-the-clock to provide millions of people with water they can enjoy and trust.



Manufactured in England by Fairey Industrial Ceramics Limited under ISO conditions to ensure product consistency and reliability, Doulton® and British Berkefeld® filters regularly undergo rigorous testing both in our own laboratory facilities and by independent laboratories to ensure that our customers receive first class products every time.

Independent quality control approvals such as the NSF International standard 42 and 53, and WRAS approval ensures that product performance claims are verified to the highest level.



# Healthy water healthy life

## Experience the difference that drinking healthy water could make to you

Doulton® and British Berkefeld® filters offer you bottled water quality on tap 24 hours a day. Our unique ceramic filtration technology produces drinking water of unrivalled quality. All our filter grades remove >99.99% of pathogenic bacteria and disease causing cysts. Most grades also remove chlorine and improve the taste and odour of the water, while others are also capable of taking out heavy metals such as toxic lead.

## Healthy water that doesn't cost the Earth

Bottled water is expensive to buy, produces a lot of plastic waste, and the carbon footprint of transporting those bottles of water is enormous.

Installing a filter system in your home offers a much greener as well as cheaper alternative way of drinking good quality water. However, even most filter systems require frequent replacement of plastic cartridges / housings, which can itself generate a considerable amount of plastic waste. Our approach is different. By using long-life reusable filter housings fitted with long-life reusable filter elements made from natural materials, we are able to cut down on waste as well as giving you better value for money.

The secret is that the ceramic shell of our Doulton® and British Berkefeld® filter elements can be scrubbed clean many times, extending the life of the filter element and meaning that you do not have to replace your filter so often. Good water without the environmental or financial cost.

## The right solution for you

We aim to provide a drinking water solution suitable for every situation; whether you need a filter unit fitted underneath your sink, in the back of your water cooler, sitting on your counter top, or mounted on your wall. You can even take our gravity filters to places where there is no running water at all.



# Filter Housings

## Filter Elements Colour Code


	Sterasy™
	Super Sterasy™
	ATC Super Sterasy™
	Supercarb™
	Ultracarb™

## Under-Counter Filters



<b>Connections</b>	3/8 inch push fit inlet & outlet suitable for 3/8 inch flexible plastic pipe
<b>Filter Candle Grade</b> (see colour code)	Any 
<b>Filter Candle Type</b>	10 inches (254mm) long x 2 inches (49mm) in diameter with short threaded mount
<b>Number of filter candles</b>	1
<b>Output</b>	Approximately 300 litres per hour at 3 bar (45psi) pressure*




<b>Connections</b>	3/8 inch push fit inlet & outlet suitable for 3/8 inch flexible plastic pipe
<b>Filter Candle Grade</b> (see colour code)	Any 
<b>Filter Candle Type</b>	10 inches (254mm) long x 2 inches (49mm) in diameter with short threaded mount
<b>Number of filter candles</b>	2
<b>Output</b>	Approximately 300 litres per hour at 3 bar (45psi) pressure*




<b>Connections</b>	3/8 inch push fit inlet & outlet suitable for 3/8 inch flexible plastic pipe
<b>Filter Candle Grade</b> (see colour code)	Any 
<b>Filter Candle Type</b>	10 inches (254mm) long x 2 inches (49mm) in diameter with short threaded mount
<b>Number of filter candles</b>	1
<b>Output</b>	Approximately 300 litres per hour at 3 bar (45psi) pressure*

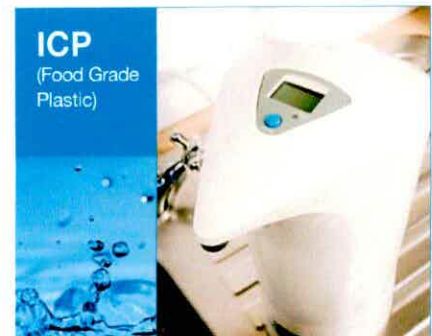



<b>Connections</b>	1/2 inch BSP threaded inlet & outlet
<b>Filter Candle Grade</b> (see colour code)	Any 
<b>Filter Candle Type</b>	10 inches (254mm) long x 2 inches (49mm) in diameter with short threaded mount
<b>Number of filter candles</b>	1
<b>Output</b>	Approximately 300 litres per hour at 3 bar (45psi) pressure*

## Counter-Top Filters



<b>Connections</b>	Diverter valve fits onto most common threaded kitchen mixer taps
<b>Filter Candle Grade</b> (see colour code)	Any 
<b>Filter Candle Type</b>	10 inches (254mm) long x 2 inches (49mm) in diameter with short threaded mount
<b>Number of filter candles</b>	1
<b>Output</b>	Approximately 300 litres per hour at 3 bar (45psi) pressure*



<b>Connections</b>	Diverter valve fits onto most common threaded kitchen mixer taps
<b>Filter Candle Grade</b> (see colour code)	Any 
<b>Filter Candle Type</b>	212mm long x 2 3/4 inches (67mm) in diameter with double O-ring mount
<b>Number of filter candles</b>	1
<b>Output</b>	Approximately 300 litres per hour at 3 bar (45psi) pressure*

\*Please refer to filter performance table for flow rates for specific candle grades.




## Wall-Mounted Filters

**HBA MkI**  
(Nylon Coated Aluminium)



Connections	1/2 inch BSP threaded inlet & outlet
Filter Candle Grade	Any
Filter Candle Type	10 inches (254mm) long x 2 inches (49mm) in diameter with long threaded mount
Number of filter candles	1
Output	Approximately 300 litres per hour at 3 bar (45psi) pressure*

**HBA MkII**  
(Food Grade Plastic)



Connections	1/2 inch BSP threaded inlet & outlet
Filter Candle Grade	Any
Filter Candle Type	10 inches (254mm) long x 2 inches (49mm) in diameter with long threaded mount
Number of filter candles	1
Output	Approximately 300 litres per hour at 3 bar (45psi) pressure*

## Gravity Filters

**LP2**  
(Food Grade Plastic)

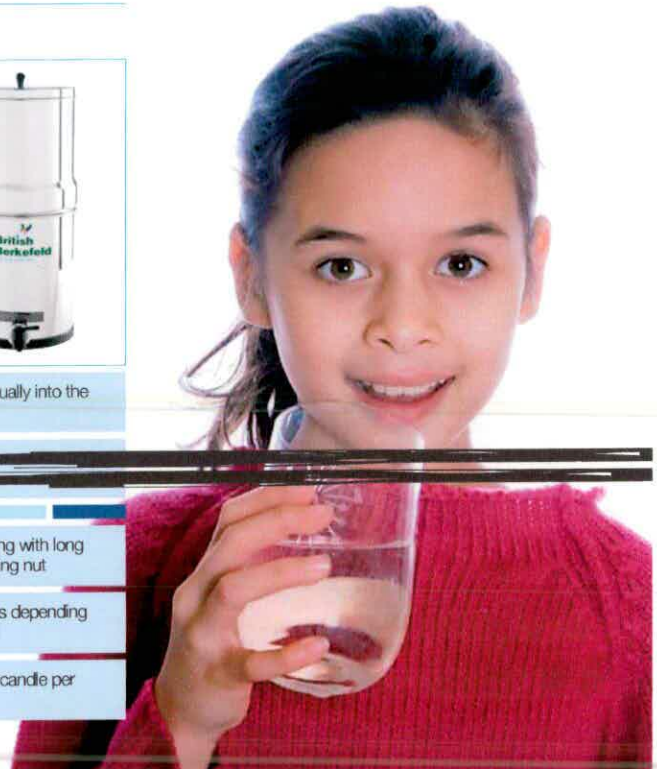


Connections	Water is poured manually into the upper chamber
Filter Candle Grade	(see colour code)
Filter Candle Type	7 inches (178mm) long x 2 inches (49mm) in diameter with long threaded mount & wing nut
Number of filter candles	2
Output	Approximately 20 litres per candle per 24 hour period

**SS**  
(Stainless Steel)



Connections	Water is poured manually into the upper chamber
Filter Candle Grade	(see colour code)
Filter Candle Type	7 inches (178mm) long with long threaded mount & wing nut
Number of filter candles	2, 3 or 4 filter candles depending on flow rate required
Output	Approximately 20 litres per candle per 24 hour period



\*Please refer to filter performance table for flow rates for specific candle grades.

# Filter Elements

## Which grade of ceramic filter do I need?

Doulton® and British Berkefeld® ceramic filter elements are available in 5 grades:

- Sterasyl™
- Super Sterasyl™
- ATC Super Sterasyl™
- Supercarb™
- Ultracarb™

All of these grades combat pathogenic bacteria and cysts. The grade you ultimately choose will depend on which other contaminants you want to remove from the water.



	Sterasyl™	Super Sterasyl™	ATC Super Sterasyl™	Supercarb™	Ultracarb™
PATHOGENIC BACTERIA, CRYPTOSPORIDIUM, GIARDIA ETC.	✓	✓	✓	✓	✓
PARTICLES DOWN TO 0.5 MICRONS (RUST ETC.)	✓	✓	✓	✓	✓
CHLORINE (IMPROVE TASTE AND ODOUR)	✗	✓	✓	✓	✓
ORGANICS	✗	✓	✓	✓	✓
LEAD AND HEAVY METALS	✗	✗	✓	✗	✓

## Which format of ceramic filter element do I need?

There are three ceramic filter formats: **Candle**, **Cartridge**, and **Rio 2000 module**. The filter format you need will depend on the type of filter housing you are using and the flow rate you require.

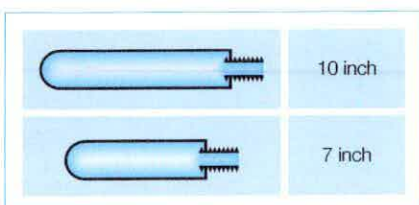
### Candle

Candles have a domed end and a plastic mount on the top to fix them into the filter housing. The type of mount as well as the length and diameter of the candle will be dictated by the filter housing.

All Doulton® and British Berkefeld® filter housings use candle format filter elements. Please see Filter Housings section for more details.

### Candle Dimensions

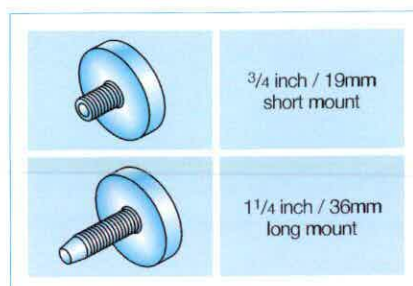
Candles are available in 2 standard lengths: 10 inch and 7 inch. Bespoke lengths can be accommodated subject to minimum runs.



Candles are also available in 2 standard diameters: Slimline (2 inches or 49mm) and Imperial (2 3/4 inches or 67mm).

### Candle Mounts

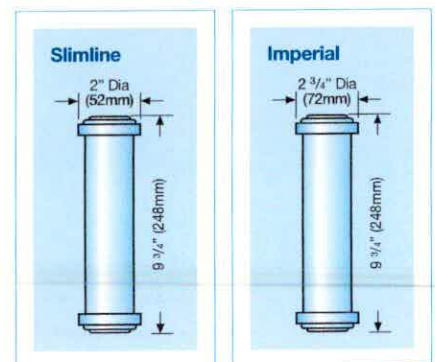
Candles are manufactured as standard with 1/4 inch BSP threaded long or short mounts.



Other types of mount can be manufactured to match specific filter housings. Details are available on request.

### Cartridge

Cartridges (OBEs) have a plastic mount and rubber washer at both ends. They are designed to fit industry standard 10 inch filter housings.



# Rio 2000 High Flow Module








The Rio 2000 is a proprietary module designed to fit an industry standard 10 inch jumbo housing. The module is reusable so that only the 6 incorporated mini Sterasyl™ filter candles need to be replaced.

The increased ceramic surface area available for filtration of these multiple candles offers superior flow rates - approximately 1500 litres (390 US gallons) per hour at 4 bar (60 psi) pressure.

**Doulton**  
world class ceramic filters

**British Berkefeld**  
world class ceramic filters

## Filter Performance (verified by independent laboratories)

Candle Grade 49mmø Selection of the most appropriate grade of candle allows filter performance to be matched to the requirements of the local water conditions.			 *Sterasyl™ Silver impregnated ceramic microfilter	 *Super Sterasyl™ Sterasyl microfilter plus granular activated carbon	 *ATC Super Sterasyl™ Sterasyl microfilter plus granular activated carbon and heavy metal removal media	 *Supercarb™ Sterasyl microfilter plus carbon block core	 *Ultracarb™ Sterasyl microfilter plus carbon block core and heavy metal removal media
Filtration Rating (% particulate filtration efficiency)	Absolute (defined as >99.99%)		0.9 micron	0.9 micron	0.9 micron	0.9 micron	0.9 micron
	Nominal (defined as >99.9%)		0.5 to 0.8 micron	0.5 to 0.8 micron	0.5 to 0.8 micron	0.5 to 0.8 micron	0.5 to 0.8 micron
Working Pressure (for pressure filter use)	Minimum		10 psi	10 psi	N/A	10 psi	10 psi
	Maximum		125 psi	125 psi	N/A	125 psi	125 psi
Working Parameters	Working Temperature Range		5 - 38 (°C)	5 - 38 (°C)	5 - 38 (°C)	5 - 38 (°C)	5 - 38 (°C)
	Working pH Range		5.5 - 9.5	5.5 - 9.5	5.5 - 9.5	5.5 - 9.5	5.5 - 9.5
	Suitable for use in Gravity Filters		YES	YES	YES	NO	NO
	Recommended Change Frequency		12 months	6 months	6 months	6 months	6 months
Flow Rate	Unrestricted Flow at 3 Bar Pressure	Litres per minute	5	4.5	N/A	3.7	3.3
		US gallons per minute	1.33	1.2	N/A	1	0.9
	To achieve maximum performance	Litres per minute	N/A	1.5	1.2 l/hr under gravity	1.9	1.9
		US gallons per minute	N/A	0.4	0.3 g/hr under gravity	0.53	0.53
Capacity	Before replacement to guarantee performance	Litres	10,000	2000	1500	3740	2244
		US gallons	2600	535	400	1000	600
Quality Approval	NSF approved version available		YES	NO	NO	YES	YES
	WRIS approved		YES	YES	NO	YES	YES
	Turbidity reduction to NSF std. 53		>98%	>98%	>98%	>98%	>98%
Pathogenic Organisms	% Bacteria Removal	E. Coli / Cholera / Shigella / Typhoid / Klebsiella Terrigena	>99.99%	>99.99%	>99.99%	>99.99%	>99.99%
	% Cyst Removal	Cryptosporidium	>99.99%	>99.99%	>99.99%	>99.99%	>99.99%
		Giardia	>99.99%	>99.99%	>99.99%	>99.99%	>99.99%
Trace Organics Removal	Insecticides	Lindane @ 0.1ppb presence	N/A	NO DATA	>80%	>85%	>85%
	Herbicides	Atrazine @ 1.2ppb presence	N/A	NO DATA	>80%	>85%	>85%
	Phenols	TCP @ 1.2ppb presence	N/A	NO DATA	>80%	>50%	>50%
	Polyaromatic Hydrocarbons	PAH's @ 0.2ppb presence	N/A	NO DATA	>80%	>95%	>95%
	Trihalomethanes	Chloroform @ 150ppb presence	N/A	NO DATA	>66%	>50%	>50%
Inorganics Removal	Free Chlorine Removal	2mg cl/l challenge	N/A	Under Gravity >95% Under Pressure >50%	>95% under gravity >94% under gravity	>97% NSF Class 1 std. 42	>97% NSF Class 1 std. 42
	Lead Removal	@ pH 6.5 after 2,244L	N/A	N/A	N/A	N/A	98.3% NSF std. 53
		@ pH 8.5 after 2,244L	N/A	N/A	N/A	N/A	98.3% NSF std. 53

\*Please note that these products are not available for sale in California. For products that are for sale in California please refer to our website [www.faireyceramics.com](http://www.faireyceramics.com)

## Why a ceramic filter?

The small and complex pore structure of Doulton<sup>®</sup> and British Berkefeld<sup>®</sup> ceramics makes them an ideal filter medium for drinking water:



### High Efficiency Filter:

Doulton<sup>®</sup> and British Berkefeld<sup>®</sup> filters are capable of removing more than 99.99% of pathogenic bacteria, disease causing cysts such as Cryptosporidium and Giardia, and particles.



### Long Life/Value for Money:

As confirmed by the user instructions supplied with the product, the outer shell of Doulton<sup>®</sup> and British Berkefeld<sup>®</sup> ceramic drinking water filters may be cleaned in order to prolong the life of the product. In this way, the filter can be re-used rather than replaced, giving it a much longer life-span than many other products on the market, saving you money. On average, a Doulton<sup>®</sup> or British Berkefeld<sup>®</sup> filter candle will remain effective for at least 6 months (depending on usage and water quality) before it will need to be replaced.



### Anti-Bacterial Action:

inhibit microbiological growth, meaning that there is no need to sterilise Doulton<sup>®</sup> or British Berkefeld<sup>®</sup> ceramic filters.



### Retains Essential Minerals:

Doulton<sup>®</sup> and British Berkefeld<sup>®</sup> ceramic filters keep those minerals in the water, which are beneficial to health.



### No Power Required:

Doulton<sup>®</sup> and British Berkefeld<sup>®</sup> drinking water filters do not require electricity to function, which means that they are cost-effective to run, are not vulnerable to interruption of power supplies, and can be used where there are no power supplies.

## Multistage filtration in one filter cartridge:

### Stage 1

Outer Shell - Micro Filtration

### Stage 2

Anti-Bacterial formula within the ceramic matrix kills pathogens

### Stage 3

improving taste and odour

### Stage 4

contains heavy metal removal media, which takes out toxic lead



Distributed by:

Due to a policy of continuing product development Fairey Industrial Ceramics Limited reserves the right to change any information without prior notice.

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Due to state regulations, the only products available for sale in California, Iowa, Massachusetts, and Wisconsin are the HIP/Ultracarb NSF filtration system, HIP/Ultracarb Inline NSF filtration system, and Ultracarb NSF replacement filter elements.

# BRITISH BERKEFELD®

## Gravity Water Filters

*British Berkefeld water filters were first manufactured in the early years of the twentieth century and quickly gained a reputation as a dependable and cost effective means of providing safe drinking water. As the reputation of these products spread across the world, the British Berkefeld name became synonymous with high quality and reliability.*

*Today the British Berkefeld name is still the preferred choice for water purification products in world-wide locations where outbreaks of illness are associated with unreliable water supplies.*

Safe drinking water is often taken for granted, yet in many parts of the world reliable supplies of clean water are at a premium. In many circumstances a piped supply is not available and surface water from rivers, streams or water holes present the only source of water. In this case the water may appear unclear and have an unpleasant taste, but more importantly is often a source of disease. Even clear and apparently fresh water may be polluted with disease causing pathogens.

Model: SS



This model is manufactured in high grade, polished Stainless Steel for maximum corrosion resistance and is hygienic, durable and easy to clean.

Model: LP



Manufactured in food quality, high density polypropylene, the LP model is lightweight, durable and virtually unbreakable.

### Independently tested by the following institutions

Hyder (Formerly Acer/Altwell)  
Cheshire, UK  
Spectrum Labs Minnesota, USA  
WRc Buckinghamshire, UK  
Clare Microbiological  
Suffolk, UK  
NSP Michigan, USA  
Loughborough University  
Leicestershire, UK  
University of Arizona USA  
Thresh, Beale & Suckling  
Birmingham, UK  
WRc Gwent, UK

Both filters are compact, portable and simple to operate. Requiring no external plumbing, each filter takes only minutes to assemble and can provide up to 80 litres or 20 US gallons of safe drinking water each day.

This ease of operation combined with a proven effectiveness at eliminating water-borne diseases such as cholera and typhoid, has led to the filter being specified for field operations by many of the world's major aid and emergency relief organisations.

## How the filter works

Cleanable ceramic for extended life when filtering contaminants from turbid water.

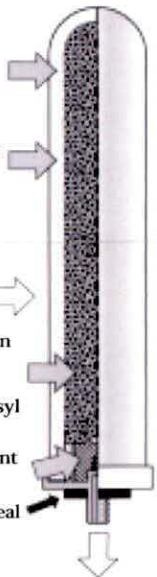
Sterasyll Ceramic - silver impregnated ceramic the optimum technology to reduce Cryptosporidium and other cysts and reduce suspended particles and turbidity.

### WATER FLOW

Granular activated carbon reduces the level of chemical and organic compounds (Super Sterasyll grade only)

Final filter stage to prevent passage of carbon fines.

Easy fitting with reliable seal



FILTERED AND TREATED WATER

The filter consists of two containers. The upper container is filled with untreated water which then filters down into the lower container, through a number of ceramic elements. These ceramic elements are available in STERASYLL and SUPER STERASYLL grades.

Sterasyll ceramic elements consist of a fine microporous structure, which forms a complete barrier to all particles larger than 0.9 microns in size (1 Micron = 1,000th of a millimetre). All particles above this size become trapped on the surface and within the ceramic. Fine particles of silver are evenly dispersed within the structure of sterasyll, which prevents the growth of bacteria.

Super Sterasyll ceramic elements contain an additional activated carbon filling, which removes chemical and organic compounds from the water and improves its taste. Safe filtered water then collects in the lower chamber, to be drawn off from a tap.

The structure of the ceramic material is designed to be cleanable and regular cleaning of the element, will allow its filtration efficiency to become regenerated, a number of times before replacement becomes necessary.

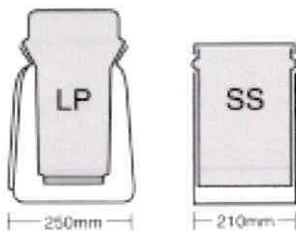
## What the filter will remove

A rigorous programme of both in-house and independent testing of British Berkefeld water filters ensures complete verification of all product performance claims:

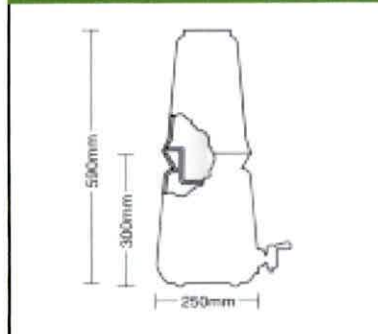
- Absolute filtration efficiency to 0.9 microns
- For particles from 0.5 to 0.8 microns filtration efficiency is greater than 99.99%
- Reduces turbidity by an efficiency greater than 99.7%
- Independently tested to remove the following parasites and pathogenic bacteria

Escherischia Coli	>99.99%
Klebsiella	>99.99%
Cholera	>99.99%
Shigella	>99.99%
Salmonella	>99.99%
Guinea Worm	100%
Giardia Lamblia	100%
Cryptosporidium	100%

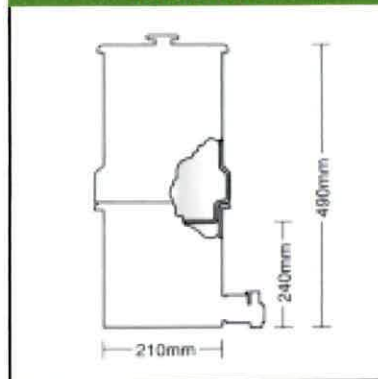
## Filters telescoped for shipping



## Model: LP



## Model: SS



## Technical Details

Model	SS2	SS3	SS4	LP2
No. of Elements	2	3	4	2
Capacity (litres)	9	9	9	10
Output/24hrs (litres)	40	60	80	40
Height (mm)	490	490	490	590
Diameter (mm)	210	210	210	250
Empty weight (kg)	2.5	2.5	2.5	0.9

## Shipping Specifications

Model	SS2	SS3	SS4	LP2
Quantity per pack	4	4	4	4
Net weight (kgs)	11	13	15	7
Gross weight (kgs)	12	14	16	8
Measurements(cm)	49x49x37			47x47x42

Distributed by:



**Fairey**  
Industrial Ceramics Ltd.

Item:	Product Date Sheet - PDS/2
Ref:	Berkefeld - Gravity Filters
Issue:	PDS/2 - 3/98

**Annexe 6**  
**Information on Dokudami Products**

Dokudami Interview

# Dokudami

Immunomodulatory herbal extraction for supportive treatment of cancer, viral infection, autoimmune and severe chronic disease



“Dokudami is a natural dietary supplement, and one bottle consists of approximately 330 ml of active herbal extract. The main ingredients of the product are: Houltuynia cordata thumb extract 99.3% and sugar cane powder 0.7%. Artificial flavourings and preservative are not present in the preparation. The normal daily dosage is 5-15 ml before meals and at bed time. Once opened, Dokudami should be kept in the fridge with its lid tightly closed” he advised.

**A**s the popularity and user base of Dokudami has grown in Thailand, a significant degree of international recognition has developed for not only Dokudami, as a unique dietary supplement, but also for Thailand’s main producer of Dokudami, Aswin Wattanapramote, as an innovative corporate leader.

To date, Dokudami has been distributed primarily in Thailand through 400 outlets, with 120,000 users who also promote the products in their local areas. Annual sales are 3 million-plus units per year. Prolac (Thailand) Co., Ltd is an eight-year-old company that has annual revenues exceeding US\$55 million. The company has an annual net growth in excess of 25 percent.

Prolac International Corp.’s management believes the benefits of Dokudami should be shared with people throughout the world. In order to achieve that goal, on November 6, 2011, Prolac (Thailand) Co., Ltd., the producer of Dokudami, granted Prolac International Corp. an exclusive license to market Dokudami and all of the related natural products that are developed and produced by Prolac (Thailand) Co., Ltd., on a global basis outside of Thailand.

Phuketindex.com recently met with “Aswin Wattanapramote” President of Prolac Thailand and Founder of Dokudami. We spoke to Aswin to find out more about why Dokudami is a miracle health product...

“When we honor the earth we honor our essential health.”



### Benefits:

The herbal components of Dokudami can promote overall body health and balance and have the following properties.

- Increases energy
- Antibacterial and antiviral activity
- Anti-inflammatory activity
- Improves immune defense mechanisms

### Manufacturing:

Our herbal ingredients are processed in an anaerobic process (meaning in the absence of air) that retains the proactive essence of the plant prior to fermentation. This special process stimulates the “probiotic response”.

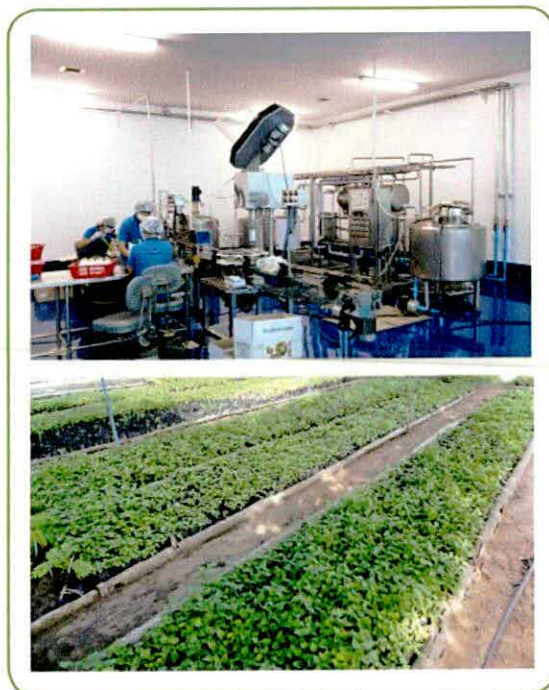


### *Sustainable Farming for a Sustainable World:*

Our farm in Thailand's Lopburi Province is the central growing center for the natural herbs and plants that are used in Dokudami liquid supplements. Chainarai Farm has been set up both as a center for teaching sustainable farming methods to Thai farmers and as an innovative center for biosynergistic farming methods. Over 30 different herbs are grown on the land. The cultivation process uses all sustainable methods, with an emphasis on keeping the land and wildlife in a natural state. Patches of forest break up the growing fields, and many of the herbs for the Dokudami mixture are harvested in these wild terrains throughout the year.



Aswin Wattanapramote  
President of Prolac Thailand and Founder of Dokudami



**Friends telling friends** - That's how many people begin the life-changing journey with Dokudami. As a natural herbal liquid supplement Dokudami helps bring your body into balance. We believe that good health is the foundation for a good life.

### **"TEA SPOON IN THE MORNING AND 1 TEA SPOON BE FOR BED."**

HIV and Cancer are heartbreaking diseases with a high impact not only on patients but their loved ones. Patients who use Dokudami often experience more robust health during routine prescribed treatments for diseases like HIV, cancer, and diabetes. Some effects are as follows:

- Helps maintain patients' general immunity and overall vitality during chemotherapy treatments.
- Has successfully killed HeLA cancer cells in vitro trials.
- Has raised CD4 numbers in HIV patients after sustained use.
- The Dokudami donation programs with HIV patients have helped restore health to many users.

# Beauty & Wellness

## Dokudami Interview

This program is endorsed by Dr. Somsong Ruggao, MD, former Director General Medical Science Dept/ Communicable Diseases Control Dept in Thailand.

### Philanthropy:

If each person would do one small act of kindness every day, our world would be a different place. Prolac International's core ethic is to improve people's lives



in large and small ways. Our ongoing philanthropy programs are central to how we share with the world.

Over half a million people in Thailand are living with HIV. The Dokudami Donation Program has been active since 2005. The focus is patients with extreme diseases and HIV/AIDS. Our outreach has included treatment programs at Plapak Hospital in Nakornphanom Province.

### Awards:

Prolac International continues to break ground with awards for our outstanding service, commercial distinction and humanitarian efforts. Here a just a handful of some of the awards which Prolac International have won to date.



**The Asia Pacific Best City Business Leader Supreme Award 2009**  
awarded by The Asia Pacific Best City Forum (ESCAP) Bangkok, Thailand.



**The Majestic Five Continents Award for Commercial Prestige 2011**  
Otherways Management Association, Rome, Italy.



**International Golden Award for Commercial Prestige 2011**  
Trade Leaders Club, Madrid, Spain.



**Golden Europe Award for Quality and Excellence 2011**  
Otherways management Association, Paris, France.



**Best Person of The Year 2011**  
The Science and Technology Council Foundation of Thailand, Bangkok, Thailand



**Best Enterprise 2012 and Best Manager of The year 2012**  
Europe Business Assemble, London, UK.



**The Golden Europe Award for Quality and Commercial Prestige 2012**  
Global Trade Leaders Club, Madrid, Spain.



**Star Award for Quality and Management 2012**  
Business Initiative Direction Club, Geneva, Switzerland.



**Rakang Thong Award Best Person of The Year 2012**  
Broadcaster and Journalist's Assembly of Thailand, Bangkok, Thailand



**Sing Thong Award 2012 Leadership for Good Governance**  
His Excellency Air Chief Marshal Kamthon Sindhvananda, Bangkok, Thailand



**DokudamiHealing.com**

Increases energy ~ Antibacterial, antiviral and anti-inflammatory activities ~  
Strong antioxidant properties ~ Potent immune enhancer

[JOIN OUR REFERRAL PROGRAM](#)

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[Q & A](#)
[Referral Program](#)
[Order Online](#)
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## About Dokudami

- [Dokudami for cancer](#)
- [Dokudami for HIV-AIDS](#)
- [How to take Dokudami?](#)

### DOKUDAMI liquid herbal supplement activates natural PROBIOTIC RESPONSE:

**DOKUDAMI** is an all-natural liquid herbal supplement that strengthens and activates your body's immune system. The mixture is made of carefully selected indigenous natural ingredients, including Houttuynia Cordata Thunb and naturally occurring probiotics.

A native of South Asia, Dokudami is found in Japan, China and Southeast Asia. Its scientific name, Houttuynia, comes from the name of a Dutch doctor, and cordata means "heart - shaped" in Latin.

This flower has a particularly strong odour and many people find this flower unpleasant. Decanol acetaldehyde, one of the substances found in Dokudami and the cause of this odour, has been found to have antibacterial properties, and is effective as a preventative of skin afflictions and suppuration. Quercitrin and Isoquercitrin function to strengthen capillaries, forestall aging and purify blood.

In addition, this flower is rich in the minerals potassium, magnesium, and sodium, which are effective in controlling high blood pressure and diuresis.

### Nourishment. Balance. Health

Dokudami is not by any means ordinary or like other liquid herbal supplements. Its unique fermentation process yields a supplement that can bring the body back into balance through activating its natural PROBIOTIC RESPONSE. This helps create an optimum environment for receiving essential nutrients and cultivating good health.

### What HARVARD MEDICAL SCHOOL Family Health Guide says about PROBIOTIC RESPONSE:

"A growing body of scientific evidence suggests that you can treat and even prevent some illnesses with foods and supplements containing certain kinds of live bacteria... Gut-dwelling bacteria keep pathogens (harmful micro-organisms) in check, aid digestion and nutrient absorption, and contribute to immune function."

[Click here to read complete article](#)

### Dokudami's "Probiotic Response" benefits:

- ✓ Antibacterial and antiviral properties
- ✓ Improvement in the body's defence mechanisms
- ✓ Anti-inflammatory actions.

**Dokudami has been used as a supplemental health enhancement treatment for patients with:**



- ✓ HIV-AIDS
- ✓ Cancer patients on chemotherapy
- ✓ Diabetes.

**In addition, Dokudami can help to:**

- ✓ Increase energy
- ✓ Improve digestion
- ✓ Improve skin health.

**Your Body's Probiotic Response:**

Dokudami is a liquid herbal supplement that works directly with your body's ability to regain its natural balance and health. In the stomach it can help to increase the assimilation of nutrients and increase healthy probiotic activity.

In essence, Dokudami helps clear the blockages that prevent your stomach from taking in the vital nutrients you receive from other supplements and foods.

For users this helps stimulate a boost in natural energy and a body system that is able to cleanse itself of the toxins that can lead to lethargy and ill health.

**Product**



**The herbal liquid supplement**

Dokudami, an all natural herbal liquid supplement, is a unique synergy of indigenous herbs including **HOUTTUYNIA CORDATA THUNB**

Our mixture also includes naturally occurring probiotics

**Manufacturing:**

Our herbal ingredients are processed in an anaerobic process (meaning in the absence of air) that retains the proactive essence of the plant prior to fermentation. This special process stimulates the "probiotic response".

Watch our manufacturing process in action:



**Sustainable Farming for a Sustainable World:**

Our farm in Thailand's Lopburi Province is the central growing center for the natural herbs and plants that are used in Dokudami liquid supplements. Chainarai Farm has been set up both as a center for teaching sustainable farming methods to Thai farmers and as an innovative center for biosynergistic farming methods. Over 30 different herbs are grown on the land. The cultivation process uses all sustainable methods, with an emphasis on keeping the land and wildlife in a natural state. Patches of forest break up the growing fields, and many of the herbs for the Dokudami mixture are harvested in these wild terrains throughout the year.

Chainarai's 30-plus farmers are trained in sustainable farming methods, a combination of modern science and native wisdom we call biosynergism. Farmers live in homes provided for them within walking distance of the farm. Meals are taken together at harvest time with members of the Prolac International team from Bangkok or Chiang Mai, who often come to Chainarai to participate in the process and enjoy the good food.

Dokudami natural herbal supplement is the result of the care and attention that is given to its ingredients from the very first planting. At Chainarai, we are gaining skills that we can use to sustain life and nourish ourselves and the planet.

**Product Benefits:**

- ✓ Enhanced brain function
- ✓ Improved immune function
- ✓ Antiviral / Anti fungal / Antibacterial effects
- ✓ Improved cell repair
- ✓ Radiation protection
- ✓ Detoxification
- ✓ Anti inflammatory support
- ✓ Antioxidant support
- ✓ Stronger circulation
- ✓ Better heart function
- ✓ Relief from allergies
- ✓ More energy
- ✓ Relief from skin diseases, especially acne and eczema (use directly on infected area)

**How to take Dokudami?**

1. For people with life threatening diseases (such as last stage cancer and HIV/AIDS)  
Take twice daily in the morning 15 minutes before breakfast and at bedtime. Start with 1 ml per time and gradually increase the dosage over a period of 2 weeks up to 5 ml per time.
2. For people with other sicknesses or to maintain the health  
Take each time 5 ml twice daily in the morning 15 minutes before breakfast and at bedtime.

**How to keep Dokudami?**

Dokudami is best kept at room temperature away from direct sunlight.

[Top](#)

Dokudami Healing is the e-commerce site for Prolac (Thailand) Co., Ltd.

[Privacy](#) | [Disclaimer](#)Website Development & System Design by [Blue D Zine](#)

**Annexe 7**

**Sale Particulars for Ebb House, Higher Eype,  
Bridport, Dorset DT6 6RP, UK**

chesteron  
SINCE 1805  
humber's

Ebb House  
Down House Lane, Higher Eype, Bridport, Dorset DT6 6AN



**Ebb House  
Down House Lane  
Higher Eype  
Bridport  
Dorset DT6 6AH**

**An attractive and spacious detached chalet style residence with lovely coastal views across open countryside and along the Jurassic Coast in the highly sought-after hamlet of Higher Eype**

- 3-4 Bedrooms, Ensuite Bathroom, Shower Room
- 2-1 Reception plus Reception Landing / Breakfast / Dining Room
- Balcony / Veranda; Kitchen, Utility / Study, Cloakroom
- Large Integral Garage / Workshop, External Basement Store, Driveway
- South East Facing Gardens; in all about 1/5 Acre
- Lovely Coastal Views along the Jurassic Coast to Portland
- Enlargement Potential
- Very Special Highly Protected Coastal Area
- EPC Rating E

---

**Viewings by appointment  
Guide Price £550,000**



#### PROPERTY

**3-4 Bedrooms, Ensuite Bathroom, Shower Room, Sitting Room, Balcony / Veranda, Dining Room / Bedroom 4, Reception Landing / Breakfast / Dining Room, Kitchen, Utility / Study, Cloakroom, Reception Hall, Oil Fired Central Heating, Part Replacement UPVC Sealed Unit Windows, Large Integral Garage / Workshop, External Basement Store, Driveway and Parking, Gardens; in all about 1/5 Acre.**

Ebb House is an attractive and spacious detached chalet style residence in a very special coastal hamlet. It was individually built for the current family in 1976 and is of traditional construction with reconstituted stone faced elevations. The property has been generally well maintained over the years and there is oil fired central heating with recently replaced boiler and mainly UPVC sealed unit windows. The accommodation has been cleverly designed to take advantage of the coastal aspect; in particular the sitting room features large picture windows and there is a good sized balcony / veranda. General updating is now ideally required and there is excellent potential for enlargement within the existing footprint.

The property stands elevated and in a plot extending to about 1/5 acre with laid out front gardens, driveway and a large integral garage / workshop plus useful external basement store.

The location is very special and in a highly protected area. It lies within an Area of Outstanding Natural Beauty, forms part of the World Heritage coast and much of the surrounding land is owned by the National Trust or is common land.

***The availability onto the market of Ebb House represents a very rare opportunity.***

#### Agents Note

A section of Down House Lane is currently in poor condition although it is understood repairs will be carried out this spring.

#### The Accommodation

(for approximate dimensions please refer to the floor plan)

**Reception Hall** UPVC front door. Ceramic tiled floor. Radiator. Stairs to first floor.

**Cloakroom** WC and vanity basin with cupboards under. Port-hole window. Ceramic tiled floor.

**Utility / Study** Stainless steel sink with cupboards under. Plumbing for washing machine. Radiator. Large understairs alcove. Door to garage.





**First Floor**

**Reception Landing / Breakfast / Dining Room** Extensive coastal views. Radiator.

**Sitting Room** Large picture window. Extensive coastal views. Large Hamstone open fireplace. Radiator. Sliding patio doors onto:

**Balcony / Veranda** Extensive coastal views

**Dining Room / Bedroom 4** Views over Eype Down. Radiator. Serving hatch from kitchen.

**Kitchen** Extensive fitted units. Work surfaces. Stainless steel sink. Radiator. Alcove (with redundant flue). UPVC outside door.

**Inner Hall** Airing cupboard. Trap to roof space. Trap to large basement storage area (restricted head height).

**Bedroom 1** Extensive coastal views. Radiator. Built-in wardrobes.

**Ensuite Bathroom** Panelled bath, pedestal basin and WC. Radiator.

**Bedroom 2** Views over Eype Down. Radiator. Built-in wardrobes.

**Bedroom 3** Extensive coastal views. Radiator. Built-in wardrobe.

**Shower Room** Shower with Mira mains mixer, pedestal basin and WC. Radiator. Strip light and shaver point.

**GROUND AND GARDENS**

Ebb House is set well back from the lane and approached through double 5-bar gates onto a long driveway leading to a parking / turning area and:

**Integral Garage / Workshop** Remote control up-and-over door. Power and light. Side window. Worcester oil fired central heating boiler.

**External Basement Store**

The gardens mainly lie to the front being attractively arranged over various levels and well stocked. At the rear is a small lawned garden and greenhouse with views over Eype Down.

**SURROUNDING AREAS**

Down House Lane is a private no-through lane in the coastal hamlet of Higher Eype. The immediate locality is designated as one of Outstanding Natural Beauty and also World Heritage coast. Much of the farmland and woodland is owned or controlled by the National Trust and the property virtually backs onto Eype Down which is common land. The property enjoys an elevated position with fine views to the south east over open farmland towards the village of Eype and along the coast as far as the Isle of Portland which lies about 20 miles away.

Although the position is very peaceful and idyllic it is far from isolated being within only a few miles of the market town of Bridport and some 10 miles from Lyme Regis. Dorchester, the county town of Dorset, is about 17 miles to the east with a mainline rail service to London Waterloo.

**DIRECTIONS**

From our office in Bridport proceed down South Street and through traffic lights to the roundabout. Take the fourth exit along the A35 onto the Bridport bypass. After 1 mile turn left signed Eype. After a short distance turn right signed Higher Eype and proceed down the lane. Turn left into Down House Lane; follow the lane virtually towards the end and Ebb House will be seen on the right.



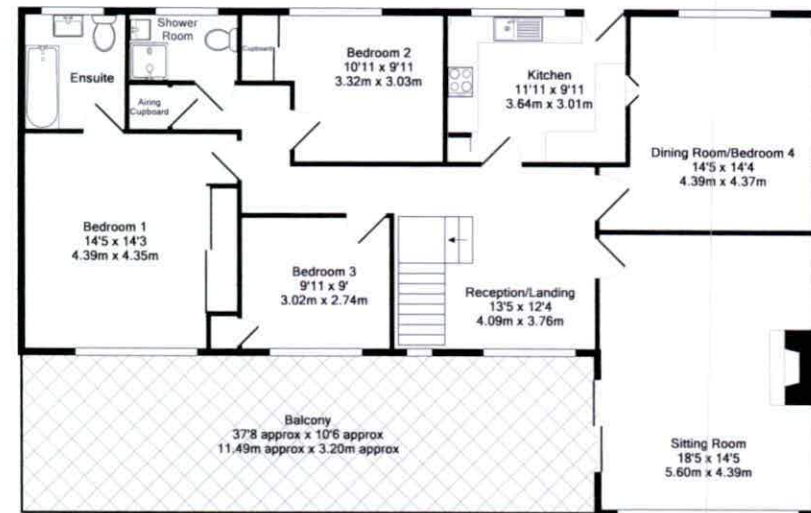
**Chesterton Humberts Bridport**

Martin Bowen-Ashwin MRICS MNAEA  
 bridport@chestertonhumberts.com  
 chestertonhumberts.com  
 32 South Street, Bridport, Dorset DT6 3NQ  
 01308 422215

Energy Efficiency Rating		
	Current	Potential
Very energy efficient - lower running costs		
(92+) <b>A</b>		
(81-91) <b>B</b>		
(69-80) <b>C</b>		76
(55-68) <b>D</b>		
(39-54) <b>E</b>	40	
(21-38) <b>F</b>		
(1-20) <b>G</b>		
Not energy efficient - higher running costs		
England, Scotland & Wales	EU Directive 2002/91/EC	



ENTRANCE FLOOR  
APPROX. FLOOR  
AREA 799 SQ. FT.  
(74.2 SQ. M.)



1ST FLOOR  
APPROX. FLOOR  
AREA 1309 SQ. FT.  
(121.6 SQ. M.)  
EBB HOUSE, HIGHER EYPE, BRIDPORT DT6 6AH  
TOTAL APPROX. FLOOR AREA 2108 SQ. FT. (195.9 SQ. M.)  
Measurements are approximate. Not to scale. Illustrative purposes only.  
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**Annexe 8**

**Photographs and Lease for the Offices  
at Sea Cliff Village**





## LEASE AGREEMENT

**THIS LEASE** made this 4th day of April 2013 **BETWEEN SEA CLIFF VILLAGE** of P. O. Box 3030, Dar es Salaam (hereinafter referred to as "the **Lessor**") of the one part and Dr. Tony Farmer. of P.O. Box 36519 Dar es Salaam (hereinafter referred to as the "**Lessee**" of the other part).

### WHEREAS

The **Lessor** is the operator of the property known as Plot No 532 at Msasani Peninsula Dar es Salaam (hereinafter referred to as the "demised premises").

### **AND**

The **Lessee** has agreed to lease the premises for commercial purposes on the terms and conditions hereinafter appearing.

### NOW THIS AGREEMENT WITNESSETH as follows:

1. **IN CONSIDERATION** of the rent and the Lessee's covenants hereinafter reserved and contained the Lessor **HEREBY DEMISES** unto the Lessee **ALL THAT** property herein above referred to as the demised premises which is a commercial premises **TO HOLD** the demised premises unto the Lessee for a term of Two years from the 15<sup>th</sup> day of April 2013, **YIELDING AND PAYING** an annual rent of United States Dollars Thirty Five Thousand Two Hundred and Eighty Only (USD 35,280) payable in Twelve (12) installments per year and subject to the rent revision clause herein contained.

2. The **Lessee** will pay an advance rent of United States dollars Two Thousand Nine Hundred and Forty Only (USD 2,940) excluding VAT, subject to deduction of Withholding Tax being monthly rent at the execution of this agreement and thereafter to be paid monthly in advance or as may be agreed upon from time to time.

3. The **Lessee** shall hold the premises for a term of **Two** years effective from **15<sup>th</sup> April 2013 to 14th April 2015.**

4. **Lessor** will grant to the **Lessee** vacant possession of the demised premises at the execution of this agreement.

5. The Lessee shall pay an amount of United States Dollars Four Hundred and Twenty Only (USD 420) excluding VAT as service charge per month which will cover the public lighting, water, security, general cleaning and refuse removal. Service charge being paid quarterly in advance.

**LESSEE HEREBY CONVENANTS** with the Lessor as follows:

(a) To pay all charges for electricity and telephone in respect of the demised premises during the said term;

(b)all times to keep the interior of the demised premises and the appurtenances thereof including doors, windows and other fixtures, fittings water drains and other pipes and sanitary and water apparatus therein and the painting and decoration thereof in good substantial repair and condition;

(c)To use and maintain all furniture and accessories found in the demised premises in good order and condition.

(d)To keep the ground outside of the premises in good order and condition;

(e)Not to make any alteration or addition to the demised premises without first obtaining the written consent of the **Lessor**;

(f)Not to assign, underlet or part with the possession of the demised premises or any part thereof without the written consent of the **Lessor** such consent however, not to be unreasonably withheld, but may be given subject to such conditions as the **Lessor** may in its absolute discretion wish to impose.

(g)Not to use the demised premises in a way which would create annoyance or nuisance or any danger to the public, neighbours or adjoining tenant(s);

(h)To permit the **Lessor** or his agent at all reasonable times during the day by prior appointment to enter upon the demised premises for the purposes of taking inventories of the Lessor's fixtures (if any) therein;

(i)Not to carry on any offensive trade on the demised premises;

(j)The **Lessee** shall not do or permit its employees to do anything which may reasonably be deemed to cause or be a nuisance or annoyance to other tenants in the Shopping Complex or the Lessor. No noxious trade or activity shall be permitted on the property hereby leased. On the expiration or soon after the determination of the term hereby granted to deliver up the demised premises to the **Lessor** with all locks, keys and fasteners and all furniture and accessories found in the demised premises to the **Lessor** complete in good tenable repair and condition (reasonable wear and tear and damage by fire, earthquake and lightning exempted) and having been repainted in a workman like manner; and

(k)To use the demised premises for commercial purposes only.

**THE LESSOR HEREBY CONVENANTS** with the **Lessee** as follows:

(a)The **Lessor** shall be obliged to supply a metering devise to the unit. The consumption, control and payment of electricity will however, remain the sole responsibility of the **Lessee**.

(b)In event of loss of Tanesco power, the **Lessor** will provide full generator back up, provided the fuel costs for the running hours will be proportionately borne between

the **Lessee** and other tenants occupying the demised premises based on an individual KVA consumption.

(c)The **Lessor** shall be obliged to provide an air-conditioning unit at no charge to the **Lessee**. The units will be serviced by the **Lessor** subject to the normal routine services.

(d)The **Lessor** shall be obliged to provide a telephone point. TTCL applications and formalities and the payment of telephone bills are to be the responsibility of the **Lessee**.

(e)The **Lessor** or its nominee or agent shall at all times have the right to inspect the demised premises to ensure that the **Lessee** is observing the terms of this Agreement.

(f)The **Lessor** will provide and manage an enclosed garbage collection area. The **Lessee** will be required to drop off the said garbage at a time to be agreed upon convenient for the well being of the village.

(g)Any indulgence shown or extension of time given by the **Lessor** to the **Lessee** or any right waived by the **Lessor** whether relating to payment of rent or any other matter herein shall in no way operate as an estoppel against the **Lessor** or otherwise limit, modify, or alter its rights hereunder.

(h)No agreement at variance with any terms of this Agreement shall be binding upon either the **Lessor** or the **Lessee** unless reduced to writing and signed by both parties.

(i)The **Lessor** shall be liable for the insurance of the building, while the **Lessee** undertakes to insure the furnishings and equipment kept on the premises together with all plate glass on the premises, as well as to take out a policy against public liability regarding the premises.

(j)To keep the exterior and main structure of the demised premises in good tenantable repair and on receipt of notice from the **Lessee** remedy imposition during the currency of the said term;

(k)To pay all site rates land rent or other impositions during the currency of the said term.

(l)The **Lessee** paying the rent hereby reserved and observing and performing the several covenants and stipulations herein contained on the part of the **Lessee** shall peacefully hold and enjoy the demised premises during the term created without interruption by the **Lessor** or any person claiming under or in trust for the **Lessor**.

(m)The cost involved in the preparation of the Agreement shall be borne by the **Lessor**.



**PROVIDED ALWAYS** and is hereby agreed and declared:

(a) Any defects to the interior of the demised premises are to be brought to the **Lessor's** attention in writing by the **Lessee** within seven (7) days from the date of taking possession failing which, the **Lessee** acknowledges that the interior of the premises are in good order and condition and undertakes to keep them in the same good order and condition throughout the period of this Lease and any renewal thereof, including any redecoration or repainting that may be required or any repairs to electric light or plumbing fittings which become necessary due to misuse or negligence.

(b) The **Lessee** shall be entitled to erect in the premises such fixtures and fittings subject to **Lessor's** approval as may be required in the course of the conduct of the **Lessee's** business but in doing so undertakes that no damage will be caused to the interior of the premises. At the conclusion of this Lease the **Lessee** shall be entitled to remove such fixtures and fittings and to make good any damages caused by such removal. If the **Lessee** fails to remove the said fixtures and fittings, the **Lessor** shall be entitled either to retain them without compensation to the **Lessee** or to require the **Lessee** to make arrangements for their removal at the **Lessee's** cost.

(c) The premises are leased to the **Lessee** for carrying on of a '**Anthony Farmer & Associates Ltd**', '**Dokudami Ltd**', '**Trident Security Solutions Ltd**' and such other business as are normally conducted in conjunction therewith, and shall not be used for any other purpose without the written consent of the **Lessor**, which consent shall not be unreasonably withheld.

(d) The **Lessee** shall not be entitled to cede or assign this Agreement, sublet or otherwise part with possession of the leased premises or any portion thereof without the written consent of the **Lessor** having been obtained, which consent shall not be unreasonably withheld but may be given subject to such conditions as the **Lessor** may in its absolute discretion wish to impose.

(e) In the event of counsel being instructed through any default on the part of the **Lessee** to collect any amount payable by the **Lessee**, or to take any other action against the **Lessee** arising from this Agreement, then the **Lessee** shall be obliged to pay any resulting collection commission and any other legal costs arising therefrom.

(f) If the **Lessee** fails to pay all the dues within fourteen (14) days or commits any other breach within ten (10) days of a written notice calling upon it to do so, then the **Lessor** without prejudice to any other rights which it may have, shall be entitled forthwith to cancel this Agreement without notice to the **Lessee** and to retake possession of the premises leased hereunder.

(g) The **Lessee** shall not do or permit its employees to do anything which may reasonably be deemed to cause or be a nuisance or annoyance to other tenants in the

Shopping Complex or the **Lessor**. No noxious trade or activity shall be permitted on the demised premises.

(h) If and whenever during the said term the said rent hereby reserved or any part thereof shall be unpaid for fourteen days (14) days or there shall be a breach of any of the covenant(s) on the **Lessee's** part herein contained shall not be performed or observed then in any of the said cases it shall be lawful for the **Lessor** at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and then this Lease Agreement shall absolutely determine but without prejudice to any rights or remedies which may have accrued to either party against the other in respect of antecedent breach of any of the covenants herein contained without notice to the **Lessee**;

(i) The **Lessee** fulfilling all the terms and conditions of this lease shall have the option of renewing the same for a further period of the duration of the lease hereby created subject to such conditions as may be agreed upon.

(j) Any notice under this Lease Agreement shall be in writing and any notice to the **Lessee** shall be sufficiently served if left addressed to him on the demised premises or sent to him by registered post and any notice to the **Lessor** shall be sufficiently served if sent to him by registered post at his aforesaid address.

(k) The rent herein shall be subject to annual revision to accommodate changes in the market, any increase in land rent, service charge, administrative costs, taxes assessment, duties imposition, outgoings and burdens whatsoever which are at present or in future levied or become payable on the demised premises.

(m) All expenses in respect of the lease other than advocate's fees shall be borne by the **Lessee**.

(n) The lease agreement may be terminated by either party giving two (2) months notice.

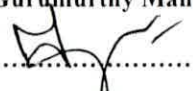
Notwithstanding anything to the contrary herein contained the provisions of this lease may (subject to the provision of any law in force to the contrary) be modified by an exchange of letters between the parties hereto and shall after such exchange of letters be read and construed as so modified.

IN WITNESS WHEREOF the parties have executed these presents on the day and in the year and manner hereinafter appearing.

Sealed with the Common Seal of the said  
**SEA CLIFF VILLAGE** and **DELIVERED**  
In the presence of us this ..... day of  
.....2013..

HOTEL SEA CLIFF LTD.  
P. O. Box 3080  
DAR-ES-SALAAM

Name: ...Mr. Gurumurthy Mahalingam.....

Signature:.....

Postal Address: ...P O Box 3030.....

...Dar Es Salaam....

Qualification: ...Director Finance...

Name: ...Rakesh Brahmhatt.....

Signature:.....

Postal Address: ...DSM.....

.....

Qualification: ...Manager Admin....

Sealed with the Common Seal of the said  
**Dr. Tony Farmer** and  
DELIVERED in the presence of us  
this.....31st.....day of.....April.....2013.  
(If the tenant is not corporate you will  
need only one signature)

Name: Dr. Toney Farmer.....

Signature:.....

Postal Address: P O BOX 25256... 36519

...Dar Es Salaam...

Qualification: Director.....

Name: ...Godfrey Ayumi Kyimo.....

Signature:.....

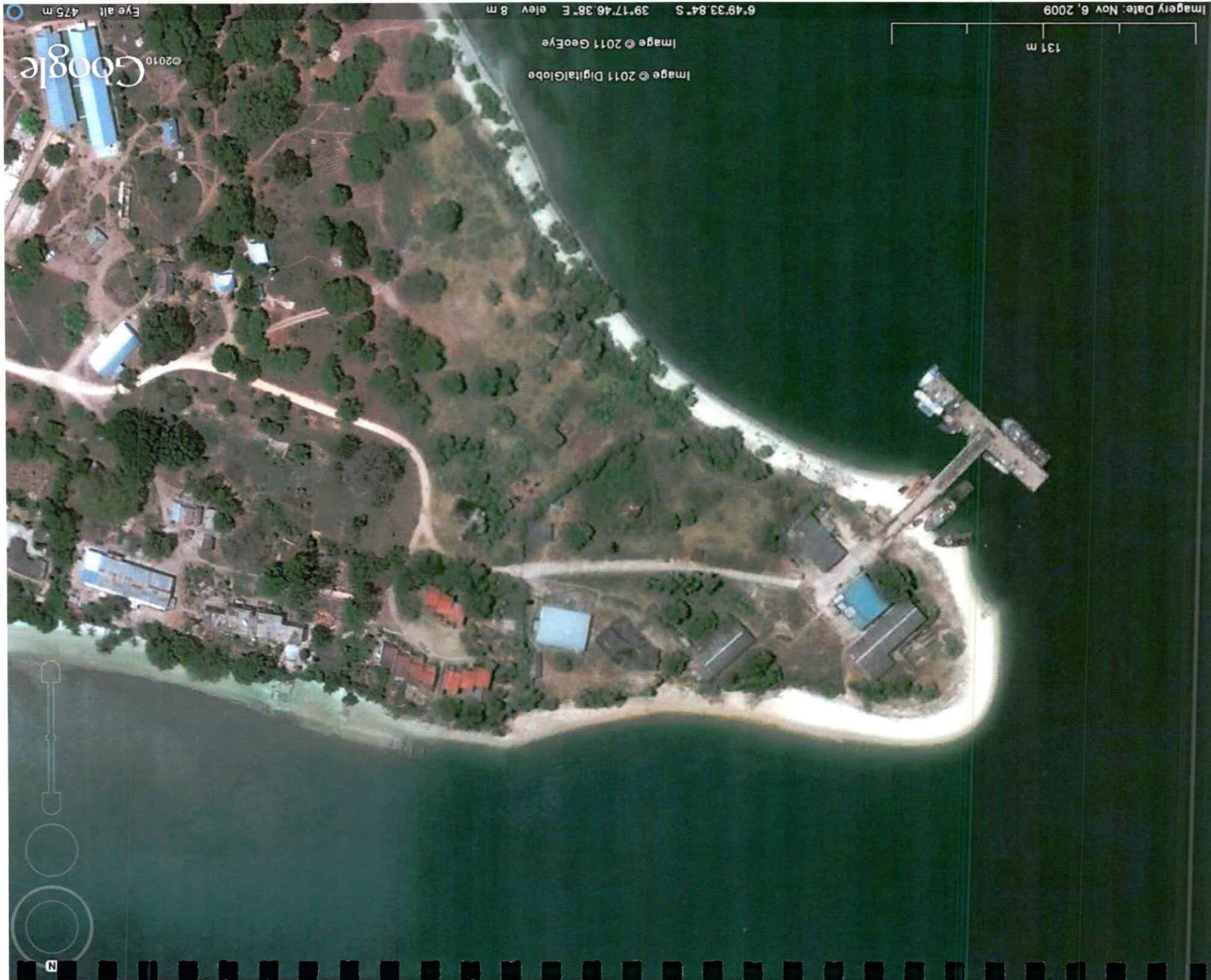
Postal Address: ...P.O. Box 36519 DSM.....

Qualification: ..... Director of Operations

100

**Annexe 9**

**Satellite Images and News Item  
regarding the TAFICO Site**



Imagery Date: Nov 6, 2009

131 m

Image © 2011 DigitalGlobe  
Image © 2011 GeoEye

6°49'33.84" S 39°17'46.38" E elev 8 m

Eye alt 475 m

©2010 Google



2004

Imagery Date: 5/8/2013 6°49'34.71" S 39°17'46.89" E elev 10 m eye alt 442 m

Google earth

Image © 2013 DigitalGlobe



## BUSINESS

# Doors open to ground Tawariq fleet

Like

One person likes this. [Sign Up](#) to see what your friends like.



Tweet 1

Details Published on Tuesday, 13 March 2012 04:32  
Written by FINNIGAN WA SIMBEYE Hits: 1320

AFTER the captain and agent of MV Tawariq 1 were found guilty and sentenced to 20 years in prison or pay 1bn/- fine with the ship nationalised following a High Court verdict last February,

the government can now notify the Indian Ocean Tuna Commission (IOTC) for all vessels of the same company to be blacklisted.

The IOTC Executive Secretary, Mr Alejandro Anganuzzi said in Dar es Salaam over the weekend that the family of MV Tawariq 1, which belongs to an Oman company, Mohammed Almoslimani Trade EST has a history of illegal fishing as Japan had also complained against its vessels in 2007.

Mr Anganuzzi said the country can seek the blacklisting of the Oman registered vessels by submitting its complaint to the IOTC's compliance committee. "The Secretariat cannot make those types of decisions. It is the 28 member states who decide.

The Secretariat is responsible for helping the members to communicate with each other, but cannot make decisions for the members," Mr Anganuzzi noted while responding to Business Standard questions as to why MV Tawariq vessels are not being blacklisted. The IOTC Executive Secretary said the right institution to advance the country's case would have been the Deep Sea Fishing Authority (DSFA).

The World Bank estimated that Tanzania loses over 220 million US dollars per annum to illegal fishing vessels operating in its exclusive economic zone in the Indian Ocean. MV Tawariq 1 was arrested in 2009 by a Southern African Development Community (SADC) joint patrol boat led by South Africa with over 70 tons of tuna fish. The Kisutu Resident Magistrate Court released several crews but jailed the captain and the ship's agent after finding them guilty of illegally fishing in the country's waters.

"If a boat is removed by the members it means that the vessel cannot fish in the Indian Ocean, cannot unload fish in ports of the IOTC members, cannot be licenced by IOTC members and fish caught by such a vessel should be traded by members," Mr Anganuzzi said.

The High Court sentenced MV Tawariq 1 Captain, Hsu Chin Tai and its agent, Zhao Hanguing to pay the fines or go to jail for 20 years. Mr. Tai was also fined 20bn/- for pollution. When the vessel was arrested in 2009, three other vessels



MV Tawariq at the Dar es Salaam port. The government has been advised to raise alarm against the owners of ships belonging to the same company about their illegal fishing practices. (File photo)

belonging to the same company escaped. In 2007, Japan sought IOTC members' approval to blacklist the Oman family of vessels which are notorious for illegal fishing after detaining one within its Exclusive Economic Zone (EEZ).

But Mr Anganuzzi said before Japan court filed its complaint with IOTC members, Oman came to the defence of its registered vessels and the tw

**Annexe 10**  
**Financial Projections and**  
**Notes and Assumptions**

# Anthony Farmer Associates Tanzania Ltd

Year 4				
Q1	Q2	Q3	Q4	Q1
150	150	150	150	150
1,950	2,100	2,250	2,400	2,550
600	800	800	1,000	1,000
250	300	350	400	450
250	300	350	400	450
120	130	140	150	160
8	9	9	10	10
1,350	1,500	1,650	1,800	1,950
<b>4,678</b>	<b>5,289</b>	<b>5,699</b>	<b>6,310</b>	<b>6,720</b>
140	160	180	200	200
525	600	675	750	825
200	400	400	400	400
250	300	350	400	450
100	125	150	175	200
80	150	200	250	290
10	12	14	16	18
1,050	1,200	1,350	1,500	1,650
<b>2,355</b>	<b>2,947</b>	<b>3,319</b>	<b>3,691</b>	<b>4,033</b>
<b>7,033</b>	<b>8,236</b>	<b>9,018</b>	<b>10,001</b>	<b>10,753</b>
5				5
10				10
360				360
80				80
200				200
40				40
4				4
<b>699</b>				<b>699</b>
6	6	7	7	9
300	300	350	350	450
300	350	400	450	500
300	350	400	450	500
180	220	250	300	350
12	14	16	18	20
<b>1,098</b>	<b>1,240</b>	<b>1,423</b>	<b>1,575</b>	<b>1,829</b>



# Anthony Farmer Associates Tanzania Ltd

ITEM	Year 1			
	Q1	Q2	Q3	
<b>INCOME</b>				
<b>Domestic Sales</b>				
Natural resources consultancy				20
Security for exploration & production oil companies (US\$2,500/day)				225
High speed inshore patrol boats complete (US\$200,000 each)				
Potable water filters				10
Security & communications equipment				10
Herbal health products				7
Admiralty charts, pilots & tide tables		1		2
Maritime Training Centre fees (US\$1,000/day)				
<b>Sub-total</b>		1		274
<b>Export Sales</b>				
Natural resources consultancy services				10
Security for exploration & production oil companies (US\$2,500/day)				
High speed inshore patrol boats complete (US\$200,000 each)				
Potable water filters				10
Security & communications equipment				
Herbal health products				
Admiralty charts, pilots & tide tables				1
Maritime Training Centre fees (US\$1,000/day)				
<b>Sub-total</b>				21
<b>TOTAL INCOME</b>	0	0		295
<b>EXPENDITURE</b>				
<b>Pre-incorporation, Start-up Costs &amp; Introduced Assets</b>	650			
<b>Capital Purchases</b>				
Office furniture	10	5		
Office equipment	10			
Sales vehicles				
Land Rovers (US\$45,000 each)		90		
RIBS for interception (US\$30,000 each)		60		
Boat trailers (US\$10,000 each)		20		
Outboard engines 140 hp (US\$25,000 each)		50		
Workshop equipment				
Refurbishment of TAFICO site				
Training centre equipment & teaching aids				
Marine and security equipment		10		
Uniforms etc		1		
<b>Sub-total</b>	20	236		
<b>Purchase of Stock for Sale</b>				
Boat trailers (US\$10,000 each)				
Outboard engines 140 hp (US\$25,000 each)				
Potable water filters		10		15
Security & communication		10		15
Security & communications equipment		5		10
Admiralty charts, pilots & tide tables		1		1
<b>Sub-total</b>		26		41
<b>Purchase of Boat Construction Materials</b>				



## Quarterly Cashflow Projections Years 1-5 (US\$ x 1,000)

		15	15	30	45	45	60	60
		30	30	60	90	90	120	120
		10	10	20	30	30	40	40
		2	2	4	6	6	8	8
		<b>57</b>	<b>57</b>	<b>114</b>	<b>171</b>	<b>171</b>	<b>228</b>	<b>228</b>

24	24	24	24	24	24	24	24	24
9	9	9	9	9	9	9	9	9
	9	9	9	9	9	9	9	9
9	9	9	9	9	9	9	9	9
		15	30	45	45	45	45	45
2	2	3	3	3	6	6	6	9
	3	3	3	3	6	6	6	9
2	2	4	4	0	8	8	8	12
2	2	4	4	4	4	4	4	4
1	2	3	3	3	5	5	5	5
0	2	3	3	3	3	3	3	3
2	2	3	3	3	3	3	3	3
6	6	12	12	12	12	24	24	24
8	8	18	18	18	18	36	36	36
		6	6	6	6	6	6	6
3	6	6	6	6	6	6	6	6
		15	15	15	15	15	15	15
		6	6	6	6	6	6	6
		6	6	6	6	6	6	6
		4	4	4	4	4	4	4
<b>68</b>	<b>86</b>	<b>162</b>	<b>177</b>	<b>188</b>	<b>204</b>	<b>234</b>	<b>234</b>	<b>244</b>

2	2	3	3	3	3	3	3	3
2		6				4		2
3	3	6	6	6	6	6	6	6
1	1	1	2	2	2	2	2	2
2	2	4	4	4	4	4	4	4
4	4	12	12	12	12	12	12	12
20	20	20	20	20	20	20	20	20
10	10	30	30	30	30	30	30	30
2	2	6	6	6	6	6	6	6
1	1	2	2	2	2	2	2	2
	1	1	1	1	1	1	1	1
	1	1	1	1	1	1	1	1
	1	1	1	1	1	1	1	1
3	6	6	6	6	6	6	6	6
<b>50</b>	<b>54</b>	<b>99</b>	<b>94</b>	<b>94</b>	<b>94</b>	<b>98</b>	<b>94</b>	<b>96</b>

<b>345</b>	<b>503</b>	<b>692</b>	<b>523</b>	<b>1,011</b>	<b>1,265</b>	<b>1,063</b>	<b>1,588</b>	<b>1,442</b>
<b>8,220</b>	<b>486</b>	<b>749</b>	<b>1,525</b>	<b>1,858</b>	<b>2,272</b>	<b>3,534</b>	<b>3,751</b>	<b>4,849</b>
<b>153,67</b>	<b>553</b>	<b>1,302</b>	<b>2,827</b>	<b>4,685</b>	<b>6,957</b>	<b>10,491</b>	<b>14,242</b>	<b>19,091</b>

# Anthony Farmer Associates Tanzania Ltd

Resin, glass fibre matting etc			
Fittings and ancillaries			
Navigation equipment			
Paint, livery etc			
<b>Sub-total</b>			
<b>Salaries</b>			
Group Chairman & Chief Executive (US\$10,000)			
Group Managing Director (US\$8,000/month)			
Group Operations Director (US\$3,000/month)			9
Group Commercial Director (US\$3,000/month)			
Group Finance Director (US\$3,000/month)			9
Trainers x 3 (US\$5,000/month)			
Sales managers x 1-3 (US\$1,000/month)	1	1	2
Accountants x 1-3 (US\$1,000/month)			
Salesmen x 3-6 (US\$750/month)			
Secretaries x 1-3 (US\$500/month)			2
Clerical staff x 2-6 (US\$400/month)			1
Receptionists x 2 (US\$400/month)			0
Office helpers/cleaners x 4 (US\$300/month)			1
Coxwains x 2-16 (US\$1,000)			6
Crew x 4-32 (US\$750/month)			8
Divers x 2 (US\$1,000/month)			
Drivers x 4 (US\$500/month)			3
Boat building manager x 1 (US\$5,000/month)			
Pattern maker x 1 (US\$2,000/month)			
Moulders x 2 (US\$1,000/month)			
Labourers x 4 (US\$300/month)			
<b>Sub-total</b>	<b>1</b>	<b>1</b>	<b>41</b>
<b>Administration &amp; Logistics Costs</b>			
Legal and professional fees	2	2	2
Work permits		4	
Buildings, employee & public liability insurance	3	3	3
Vehicle insurance	1	1	1
Medical insurance			1
Air tickets	0	2	2
Office rental		12	16
Expatriate accommodation	5	5	5
Electricity	1	1	1
Telephones	1	1	1
Servicing vehicles			
Servicing boat engines			
Fuel/oil/lubricants			
Contingencies		3	3
<b>Sub-total</b>	<b>13</b>	<b>34</b>	<b>35</b>
<b>TOTAL EXPENDITURE</b>	<b>34</b>	<b>297</b>	<b>117</b>
<b>NET INCOME (PROFIT/LOSS)</b>	<b>-34</b>	<b>-297</b>	<b>17</b>
<b>CUMULATIVE CASHFLOW</b>	<b>-34</b>	<b>-331</b>	

## Quarterly Cashflow Projections Years 1-5 (US\$ x 1,000)

120	135	135	
240	270	270	
80	90	90	
16	18	18	
<b>456</b>	<b>513</b>	<b>513</b>	
			Expatriate
24	24	24	Expatriate
9	9	9	
9	9	9	
9	9	9	Expatriate
45	45	45	Expatriates
9	9	9	
9	9	9	
12	12	12	
4	4	4	
5	5	5	
3	3	3	
3	3	3	
72	72	72	
108	108	108	
6	6	6	
6	6	6	
15	15	15	Expatriate
6	6	6	
6	6	6	
4	4	4	
<b>364</b>	<b>364</b>	<b>364</b>	
3	3	3	
4		2	
6	6	6	
2	2	2	
4	4	4	
2	2	2	
20	20	20	
30	30	30	
6	6	6	
2	2	2	
1	1	1	
1	1	1	
1	1	1	
6	6	6	
<b>88</b>	<b>84</b>	<b>86</b>	
<b>2,887</b>	<b>3,141</b>	<b>3,298</b>	
<b>9,060</b>	<b>9,568</b>	<b>10,386</b>	
<b>60,765</b>	<b>70,333</b>	<b>80,719</b>	

# Anthony Farmer Associates Tanzania Ltd

90	90	105	105	120
180	180	210	210	240
60	60	70	70	80
12	12	14	14	16
<b>342</b>	<b>342</b>	<b>399</b>	<b>399</b>	<b>456</b>
24	24	24	24	24
9	9	9	9	9
9	9	9	9	9
9	9	9	9	9
45	45	45	45	45
9	9	9	9	9
9	9	9	9	9
12	12	12	12	12
4	4	4	4	4
5	5	5	5	5
3	3	3	3	3
3	3	3	3	3
24	48	48	48	48
36	72	72	72	72
6	6	6	6	6
6	6	6	6	6
15	15	15	15	15
6	6	6	6	6
6	6	6	6	6
4	4	4	4	4
<b>244</b>	<b>304</b>	<b>304</b>	<b>304</b>	<b>304</b>
3	3	3	3	3
	6			
6	6	6	6	6
2	2	2	2	2
4	4	4	4	4
12	12	12	12	2
20	20	20	20	20
30	30	30	30	30
6	6	6	6	6
2	2	2	2	2
1	1	1	1	1
1	1	1	1	1
1	1	1	1	1
6	6	6	6	6
<b>94</b>	<b>100</b>	<b>94</b>	<b>94</b>	<b>84</b>
<b>2,477</b>	<b>1,986</b>	<b>2,220</b>	<b>2,372</b>	<b>3,372</b>
<b>4,556</b>	<b>6,250</b>	<b>6,798</b>	<b>7,629</b>	<b>7,381</b>
<b>23,647</b>	<b>29,897</b>	<b>36,695</b>	<b>44,324</b>	<b>51,705</b>

## Cashflow Projections - Notes and Assumptions

1. Whilst every effort has been made to obtain and use accurate estimates, the cost of imported equipment and materials may fluctuate wildly and without warning. For this reason, the cashflow projections have been prepared exclusively in US dollars.
2. Whilst the cashflow projections include estimates for the refurbishment of the TAFICO site, these figures may need to be revised substantially once a full survey of the site has been undertaken and plans drawn up for the proposed Maritime Training Centre and boat-building facility.
3. No provision has been made for the salvage and removal of the Omani-registered fishing vessel, MV Tawariq 1, which had been arrested and confiscated for fishing illegally inside Tanzania's Exclusive Economic Zone.
4. No provision has been made for the repair and reinstatement of the floating pontoon against which the MV Tawariq 1 had been moored. It should be noted that the sinking of the MV Tawariq 1 has caused the floating pontoon to move and that it and/or the footbridge may have been damaged in the process.
5. **The number of expatriates (seven) listed as requiring residence permits under a Certificate of Incentives is an absolute minimum. Ideally six trainers are needed for both training students and also training locally employed trainers. This would bring the total number of residence permits required to 10.**
6. The cost of airfares and accommodation for personnel enrolled at the proposed Maritime Training Centre have been omitted, since these plus any other expenses will be charged to the their employers and therefore have a neutral impact on the cashflow projections.
7. **None of the estimates used in the preparation of the cashflow projections include customs duty or VAT.**
8. No provision has been made in respect of interest payable on borrowings, if any, or interest earned on income held on deposit.
9. As the effective sole owner of the companies at these stage, no provision has been made in respect of director's fees for the Chairman and CEO.
10. No allowance has been made for any non-executive directors that the shareholders may wish to appoint in future.
11. **Given the level of personal investment, the medium and long term economic benefits of the Group's proposed activities and the cost of repairing and refurbishing the TAFICO site, it has been assumed that it will be made available to the Group without charge.**

THE COMPANIES ACT, 2002

(ACT NO. 12 OF 2002)

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

ANTHONY FARMER AND ASSOCIATES

TANZANIA LIMITED

Incorporated this *25<sup>th</sup>* day of *May* 2011

DRAWN BY:

ANTHONY STEPHEN DE SILVA FARMER (SUBSCRIBER)

P.O. Box 25256

DAR ES SALAAM

THE COMPANIES ACT, 2002

(ACT NO. 12 OF 2002)

-----  
 PRIVATE COMPANY LIMITED BY SHARES  
 -----

MEMORANDUM OF ASSOCIATION

OF

**ANTHONY FARMER AND ASSOCIATES TANZANIA  
 LIMITED**

1. The name of the Company shall be **Anthony Farmer and Associates Tanzania Limited.**
2. The Registered office of the Company shall be situated in United Republic of Tanzania.
3. The objects for which the Company shall be established are:-
  - (1) To carry out the business of promotion and sales of products from various international organisations to government institutions and private businesses;
  - (2) To establish, a defence and security contractor company, and carry out the business of promoting and selling defence products to government and private institutions;
  - (3) To establish and carry out business of promoting and sales of alternative energy products to the local market;
  - (4) To establish, consult, and manage a real estate development business catering for the hotel, lodges, apartment, residential and office markets;
  - (5) To carry on the business of planters, growers, cultivators, horticulturists, arboriculturists, rice growers, agriculturists and buyers of every kind of grain, fruit, vegetables and other

TANZANIA  
 5000/=

Must fully Shs. 5000/-  
 PAID ON RECEIPT  
 15536

20/05/2011

15536

James

TANZANIA  
 2500/=

11/2/2011

15536

James

and buyers of every kind of grain, fruit, vegetables and other products of the soil; to prepare, preserve, process cure, blend, refine, treat, manufacture and render marketable any such produce and to sell, dispose of and deal in any such produce in its prepared, manufactured, raw or other state and either by wholesale or retail;

- (6) To promote proper food husbandry in the region and to buy such food from local growers;
- (7) To employ and pay agricultural, veterinary, farming, industrial and mining experts, agents and other persons, partnerships, companies or corporations and to equip research expeditions and stations for prospecting, reporting or surveying, working, developing and improving lands, crops, estates, and farms and properties whether the same are the property of the Company or not;
- (8) To manufacture, buy, sell and generally deal in any plant, machinery, tools, goods or things of any description which in the opinion of the Company may be conveniently dealt with by the Company in connection with any of its objects;
- (9) (i) To buy, underwrite, invest in, subscribe for, acquire and hold shares, stocks, debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any company or body, corporate or unincorporate, or by any Government, state, dominion, sovereign ruler, public body or authority, supreme, federal, regional, state, local, municipal or district and to sell deal in or turn to account the same and exercise and enforce all rights and powers concerned by or incidental to the ownership thereof;  
  
(ii) To act as trustee of any deed constituting or securing any debentures, debenture stock or other security or obligation, and to execute and undertake any other trust, either gratuitously or for remuneration;
- (10) To purchase, take on lease, option or licence, exchange or otherwise acquire in any part of the world, ranches, farms, lands, concessions, estates, plantations and properties, and to cultivate, improve, manage, develop or otherwise turn to account, deal with or dispose of the same, in any manner whatsoever, and likewise to acquire and deal with any agricultural, ranching, grazing, plantation, forest, fishing and

trading grants, licences, concessions, options, rights or privileges;

- (11) To build, erect, construct, lay down; purchase, take on lease option, licence, exchange or otherwise acquire in any part of the world any abattoirs, freezing works, cold stores, cooling stores, preserving and packing plants, tanneries, refineries, and any plants or works, or other establishments for the manufacture, getting, extracting, and preparing for market, or animal vegetable and fisheries products, by-products, and of produce and merchandise of all kinds and descriptions, and operate, improve, manage or otherwise turn to account, and deal or dispose of the same in any manner whatsoever;
- (12) To purchase, take on lease, option or licence, exchange or otherwise acquire in any part of the world prospecting rights and contracts, leases, options, mineral properties, grants, concessions, charters, privileges, licences, or authorities of and over mines, lands and minerals or other properties either absolutely or conditionally;
- (13) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to otherwise grants and deal with the resources and buildings, and rights for the time being of the Company in such manner and for such consideration as the Company may think fit, and in particular by clearing, irrigating, draining, fencing, plantation, building, improving, farming, grazing, pasturing, and by promoting immigration, establishing towns, villages and settlements;
- (14) To establish, manage and carry on the trades or businesses of farmers, stock farmers, cattle rearers, graziers, dairymen, livestock and poultry breeders, planters, cultivators, fruit and vegetable growers, fishermen, foresters, hunters, trappers, fishmongers, tanners, food manufacturers, whether by wholesale or retail, in coal, grain, timber, foodstuffs, meat and offal, hides and skins, fats, tallow, grease and oils, and produce and merchandise of all kinds;
- (15) To establish manage and carry on the trades or businesses of slaughtermen, butchers, cold and cooling stores and freezer operators, ice manufacturers, manufacturers of cold, iced and frozen products of all kinds, builders and contractors for the construction of works, both public and private, chemical, plastics, soap, detergent, glass, match, textile and cement manufacturers, manufacturers of articles, and foods of every

kind, millers, foundrymen, electrical mechanical refrigeration, insulation, chemical heating, mining, experimental and general engineers, chemists, dredgers, quarrymen, miners, quarry and mine proprietors, brick and tile makers, timber growers, timber and lumber merchants, and dealers in cement, sand, lime, bricks and building materials;

- (16) To prospect and to search for, mine, get, quarry, excavate, raise, win, crush, smelt, refine, calcine, manipulate and prepare for market, gold, precious and base metals, atomic materials, minerals of every kind, precious and semi-precious stones, oils, and other mineral substances, and to buy, sell or deal thereof and carry on anything, drilling or metallurgical operations whatsoever;
- (17) To examine, investigate and otherwise to acquire information relating to any property or rights which the Company may acquire, or become interested in, and to employ, equip abattoir and refrigeration, experts, food technologists, fishery and food experts, and other for the purposes of making surveys and investigations of any nature whatsoever;
- (18) To carry on the business and to act as merchants, importers, exporters, bankers, printers, publishers, tenderers, brokers, dealers and commission agents;
- (19) To erect, construct, fit up, furnish, enlarge, carry on, maintain, improve, alter, manage, work, operate, control and superintend iron and steel foundries and works, factories, offices, houses, housing estates, establishments, stores, mills, warehouses, godowns, places of entertainment, hotels, flats and buildings, of all descriptions, and to let, dispose of, or run to account any or all of the same on such terms as the Company may think fit, and to contribute to or subsidise the erection, construction, fitting up, furnishing, enlargement, maintenance, improvement, alterations, management, working, operation and superintendence of any of the above;
- (20) To erect, construct, lay down, enlarge, carry on, maintain, improve, alter, manage, work, operate, control, and superintend any roads, railways, tramways, sidings, reservoirs, dams, waterworks, watercourses, wells, pipelines, bridges, piers, waterways, docks, harbours, airfields, sawmills, and other mills, hydraulic works, furnaces, factories, gas works, refineries, laboratories, buildings, communications, coalways, telephone and telegraph system works, plants, tools and

machinery, irrigation, reclamation and sewage systems, and to contribute to, subsidise, the erection, construction laying down, enlargement, working, operation and superintendence of any of the above, and to let on hire, dispose of or otherwise deal with all or any of the same, in such manner and on such terms as the Company may think fit;

- (21) To generate and accumulate steam, electricity, electromotive, atomic and other sources, of heat, light or power, and to distribute and sell or otherwise dispose of the same in such manner and on such terms as the Company may think fit;
- (22) To purchase, charter, hire, build or otherwise acquire ships, vessels, vehicles, and aircraft of all descriptions, and to employ the same for any purpose, and to carry on the business of ship, aircraft and vehicle owners, and operators, charterers, and brokers, travel agents, transport contractors or agents, general carriers, whether by land, sea or air, barge owners, lightermen, stevedores and warehousemen;
- (23) To buy, sell and deal in bullion and specie, coin and precious metals and currency of any kind;
- (24) To buy, sell, manufacture, prepare for market and deal in goods and food products, goods, provisions, clothing, store drugs, medicinal and pharmaceutical preparations, tobacco, wines, beer, spirits, liquors of every description, and all conveniences or necessities of life which may be used or required for workmen or others employed by the Company;
- (25) To carry on any other business whether manufacturing or otherwise which may profitably or usefully be combined with any of the said businesses, which may seem to the Company capable of being carried on in connection with, or in combination with all the aforementioned objects, or calculated directly or indirectly to enhance the value of or render profitably any of the Company's property or rights;
- (26) To acquire, hold and deal with any of the following classes of property:
  - (i) The whole or any part of the business, goodwill, property, booklets, assets, and liabilities of any corporation, company, firm or person carrying on any business which the Company is authorised to carry on or possessed of

property which can be used for the purposes of the Company;

- (ii) Plant, machinery, tools and utensils of all description;
- (iii) Land of every tenure, buildings, easements, rights and liabilities over or arising from or out of or in any way related to land of any description;
- (iv) Charters, concessions, licences, patents, patent rights or inventions, copyright, designs, trade marks, or secret processes;
- (v) To pay all the costs, charges and expenses, incidental to, the promotion and establishment of the Company, and to remunerate any parties for services rendered in or about the promotion and establishment of the Company;
- (vi) To draw, accept and negotiate bills of exchange, promissory notes and other negotiable or transferable instruments or securities;
- (vii) To borrow money on deposit either without security or secured by such debentures, debentures stock (perpetual or terminable), bonds, mortgages, liens, or other securities as the law for the time being allows charged on the undertakings or on all or any of the assets of the Company, both present and future, including its uncalled capital and issued upon such terms as to priority or otherwise and in such manner and in such amounts as the Company shall think fit, and to purchase, redeem or pay off any such securities;
- (viii) To guarantee or become liable for the payment of money, or for the performance of any obligation by any governments, companies, firms or persons, and generally to transact all kinds of guarantee business;
- (ix) To lend money with or without security and to invest money of the Company in such manner other than in the shares of the Company as the Directors think fit, and from time to time to vary or realise such securities of investment;
- (x) To enter into arrangements for partnership or any arrangement of the nature of partnership, joint working

in business, or for amalgamation with any government, company, firm or person carrying on any business within the objects of this Company;



- (xi) To procure the Company to be registered, incorporated or otherwise duly constituted or recognised according to the law in any dominion, any region, territory, district, dependency, country, state or place;
- (xii) To apply for the grant of and to obtain, register, perfect, guarantee, exercise and comply with all rights, privileges, licences, concessions, permissions and consents for any purpose connected with any business which the Company is authorised to carry on, and to oppose the grant of any similar rights, privileges, licences, concessions, permissions and consents;
- (xiii) To promote corporations, syndicates and partnerships;
- (xiv) To sell or otherwise dispose of, or deal with the undertaking and all or any of the property of the Company for cash, or for stock, shares (fully or partly paid) or securities of any other corporation or for any other consideration;
- (xv) To provide for the welfare of persons employed or formerly employed by the Company or by any predecessors in business or in title of the Company, and wives, widows and families of such persons, by the grants of money or other said, or by the promotion, formation and contribution of money to provident benefits, pensions, and other welfare of benevolent schemes or by the establishment and contribution of money to funds, institutions, clubs, societies, and hotels or otherwise as the Company shall think fit;
- (xvi) To build own and stock fossil fuels and distribute fuels including diesel, petrol, kerosene and other petroleum products in Tanzania or elsewhere;
- (xvii) To distribute in specie assets of the Company properly amongst the members;
- (xviii) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, trustees, or otherwise and by or through

trustees, agents, or otherwise and either alone or in conjunction with others.

And it is hereby declared that the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires in anyway be limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample manner and shall be construed in as wide a sense as if each of the said paragraphs was a separate distinct and independent object.

4. The liability of the Members shall be Limited.
5. The initial share capital of the Company is TShs. 2,000,000,000/= (two billion only) divided into 2,000,000 ordinary shares of TShs. 1,000/= (one thousand only) each and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions, or conditions.:-

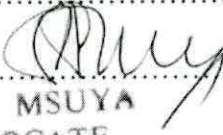
We, the several persons whose names and addresses are subscribed hereunder are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take shares indicated against our respective names:-

Name, Postal Address and Occupation of Subscribers	Number of Shares Taken by Each	Signatures of Subscribers
Dr. Anthony Stephen De Silva Farmer P.O. Box 25256 Dar es Salaam	1,000,000	
Mr. Amran Mohamed Talib P.O. Box 25256 Dar es Salaam	1,000,000	

Dated this ..... 20th ..... day of ..... MAY ..... 2011

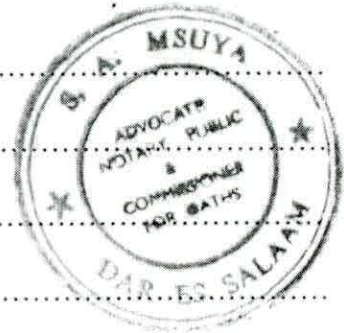
**WITNESS** to the above signatures:

Full Name .....

Signature ..... 

Postal Address .....  
 S. A. MSUYA  
 ADVOCATE  
 P. O. Box 32369  
 DAR. ES. SALAAM

Qualification .....



5000/-  
30/05/2011  
15536  
Farmer

2500/-  
20/05/2011  
1553  
Farmer

THE COMPANIES ACT, 2002  
(ACT NO. 12 OF 2002)

-----  
PRIVATE COMPANY LIMITED BY SHARES  
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ARTICLES OF ASSOCIATION  
OF  
ANTHONY FARMER AND ASSOCIATES TANZANIA LIMITED

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PRELIMINARY

1. The regulations in Table A in the First Schedule to the Companies Act, 2002 shall not apply to the Company except so far as the same are repeated or contained in these Articles.

INTERPRETATION

In these Articles, unless the subject or context otherwise requires, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof.

WORDS AND MEANINGS

"Articles"	these Articles of Association as originally framed or as altered from time to time by special resolution.
"Articles"	means these Articles of Association of <b>Anthony Farmer and Associates Tanzania Limited</b> .

"Board"	means the board of Directors of the Company or the Directors present at a duly convened meeting of Directors at which a quorum is present.
"Company"	shall mean <b>Anthony Farmer and Associates Tanzania Limited.</b>
"Month"	shall mean a calendar month.
"A Shareholder"	Any holder from time to time of the shares.
"The Directors"	The Directors for the time being of the Company present at a duly convened meeting of the Directors at which a quorum is present.
"The Office"	The registered office for the time being of the Company.
"The Act"	The Companies Act 2002 and every statutory modification and re-enactment thereof for the time being in force.

2. The Company shall be a private company and accordingly, no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

The Company may pay to any person a commission in consideration of his subscribing or agreeing to subscribe, whether absolute or conditional, for any shares in the Company, provided that such commission shall not exceed 10 per cent of the price at which such shares are issued, or an amount equivalent to such percentage and the requirements of Section 56 of the Act shall be observed.

3. (a) The Directors may subject to Article 48 hereof allot, grant options over, or otherwise deal with or dispose of any relevant securities of the Company in accordance with the provisions of these Articles and the Act to such persons and generally on such terms and conditions as the Directors think fit.

(b) The general authority conferred by paragraph (a) of this Article shall be conditional upon due compliance with Article 48 hereof and shall extend to the amount of the authorised share capital of the Company upon its incorporation.

(c) The Directors shall be entitled under the general authority conferred by paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority.

4. If two or more persons are registered as joint holders of any shares any one of such persons may give effectual receipts for any dividends or other moneys payable in respect of such shares.
5. No person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required to recognise equitable, contingent, future or partial interest in any share or any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder, except as by these Articles otherwise expressly provide or as required by law.

#### **SHARE CAPITAL**

6. The authorised share capital of the Company shall be TSh. 2,000,000,000/= (two billion only) divided into 2,000,000 (two million) ordinary shares of TSh. 1,000/= (one thousand only) each, each with such rights, privileges or conditions as may be determined by or in such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.

#### **SHARES**

7. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the capital of the Company may be issued with such preferred, differed or other special rights or such restrictions, whether in regard to dividend, voting return of capital or otherwise as the Company may from time to time by ordinary resolution determine.

8. Subject to the provisions of the Companies Act 2002, any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are or at the option of the Company are liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by special resolution determine.
9. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed not to be varied by the creation or issued of further shares ranking *pari passu* therewith.
10. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless or otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of the three fourths of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting provisions of this Article relating to general meetings shall apply *mutatis mutandis*, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.
11. Every person whose name is entered as member in the register of members shall without payment, be entitled to one certificate under the common seal of the Company specifying the share or shares held by him and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the Company shall be bound to issue more than one certificate and delivery of certificate of shares to one of several joint holders shall be sufficient delivery to all.
12. If a share certificate is defaced, lost, or destroyed, it may be renewed on payment of such fee, if any, not exceeding one thousand shillings, and on such terms, if any as to evidence and indemnity as the Directors think fit.

#### **LIEN**

13. The Company shall have a lien on every share for all moneys (whether present payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a lien on all shares standing registered in the name of a single person for all moneys presently payable by him/her or his/her estate to the

Company, but the Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

14. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the shares or the person entitled by reason of his death or bankruptcy to the share.
15. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he/she shall not be found to see to the application of the purchase money nor shall his/her title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.
16. The proceeds of sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue shall be held (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) by the Company on behalf of the person entitled to the shares at the date of the sale.

#### **CALLS ON SHARES**

17. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares and each member shall (subject to receiving at least fourteen days notice specifying the time or times of payment) pay to the Company at the time or times specified the amount called in his shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.
18. The joint holders of shares shall be jointly and severally liable to pay all calls in respect thereof.
19. If sum called in respect of a share is not paid before or on the date appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at bank rate prevailing from

time to time from the day appointed for payment thereof to the time of actual payment, but the Directors shall be at liberty to waive payment of the interest wholly or in part.

20. The provisions of these Articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of shares, becomes payable at a fixed time, whether on account of the amount of the shares, or by way of premium, as if the same has become payable by virtue of a call duly made and notified.
21. The Directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.
22. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same would but for such advance, become presently payable) pay interest at such rate (not exceeding, without the sanction of the Company in general meeting) the bank rate existing from time as may be agreed upon between the member paying the sum in advance and the Directors.

#### **TRANSFER AND TRANSMISSION**

23. Subject to the provisions hereinafter continued shares in the Company shall be transferable by written instrument in the common form signed by both the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.
24. The Directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of shares to any person whom they do not approve not being already a member of the Company and may also decline to register any transfer of share on which the Company has a lien. The Directors may also suspend the registration of transfers during the fourteen days immediately proceeding the ordinary general meeting in each year. The Directors may decline to recognise any instrument of transfer unless:-
  - (a) A fee not exceeding shillings two hundred and fifty is paid to the Company in respect thereof, and

- (b) The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

If the Directors refuse to register a transfer of any shares, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

25. The personal representatives of a deceased sole holder of a share shall be the only person recognised by the Company as having any title to the share. In the case of shares registered in the names of two or more holders, the survivors or survivor, or the personal representatives of the deceased survivor, shall be the only persons recognised by the Company as having any title to the share.
26. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the Directors, have the right, either to be registered as a member in respect of the shares or, instead of being registered himself/herself, to make such transfer of the share as the deceased or bankrupt person could have made; but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of transfer of the share by the deceased or bankrupt person before the death or bankruptcy.
27. Except as hereinafter provide no share in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
28. Every member or other person referred to in Article 26 hereof who intends to transfer shares (hereinafter called the vendor) shall give notice in writing to the board of his intention. The notice shall constitute the board as his agent for the sale of the said shares in one or more lots at the discretion of the board to members of the Company at a price to be agreed upon by the vendor and the board, and in default of agreement, at a price which the auditor of the Company for the time being shall certify, by writing under his hand, to be in his opinion, the fair selling value thereof as between a willing vendor and a willing purchaser.
29. Upon the price being fixed as aforesaid the board shall forthwith give notice to all the members of the Company other than holders of employees' shares of the number and price of the shares to be

sold and invite each of them to state in writing within twenty one days from the date of the said notice whether he is willing to purchase any, and if so, what maximum number, of the said shares.

30. At the expiration of the said twenty-one days the board shall allocate the said shares to or among the member or members who shall have expressed his or their willingness to purchase as aforesaid, and (if more than one) so far as may be pro rata according to the number of shares already held by them respectively, provided that no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid. Upon such allocation being made the vendor shall be bound on payment of the said price to transfer the shares to the purchaser or purchasers. If he default in so doing the chairman for the time being of the Directors of the Company or failing him one of the Directors duly nominated by resolution of the board for that purpose shall forthwith be deemed to be duly appointed attorney of the vendor with full power to execute, complete and deliver in the name and on behalf of the vendor a transfer of the shares to the purchasing member and the board may receive and give a good discharge for the purchase money on behalf of the vendor and enter the name of the purchaser in the register of members as holder by transfer of the shares purchased by him.
31. In the event of the whole of the said shares not being purchased under Article 28, the vendor may, at any time within six calendar months after the expiration of the said twenty-one days, transfer the shares not sold to any person (subject to Article 17) and at any price.
32. Articles 25, 26, 27, 28 and 29 hereof shall not apply to a transfer to a person who is already a member of the Company, nor to a transfer merely for the purpose of effecting the appointment of new trustees, nor to a transfer by personal representatives to a legatee under the will of, or to the husband, wife or next of kin of a deceased member, nor to a transfer by trustee to a beneficiary, provided that it is proved to the satisfaction of the board that the transfer is bona fide and falls within one of these exceptions.

#### **FORFEITURE OF SHARES AND EXPROPRIATION OF SMALL HOLDINGS**

33. If a member fails to pay any call or instalment of a call, on the day appointed for payment thereof, the Directors may at any time thereafter during such time as any part of such call or instalments

remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

34. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.
35. If the requirements of any such notice as aforesaid are not complied with, any shares in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect and such forfeiture shall extend to any dividends in respect of any shares so forfeited not actually paid at the date of the said notice.
36. Forfeited shares may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
37. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall notwithstanding, remain liable to pay to the Company all moneys which, at the date of the forfeiture, were presently payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company receive payment in full of the nominal amount of the shares.
38. The holders for the time being of four-fifths of the issued shares in the Company shall be entitled at any time to purchase ex dividend all or any of the shares held by any member of the Company at a price equal to the sum paid up thereon and upon the tender of that price by the holders of four fifths of the issued shares to any other member for the shares held by him that member shall execute transfer of the shares to the members by whom the tender is made or their nominees in such shares and proportions as they shall direct. If the member to whom the tender is made neglects or refuses to accept the sum tendered or to execute transfers of the shares the Company may on proof of his neglect or refusal accept and give a good discharge for the moneys tendered on behalf of the member to whom the same shall have been tendered, and the provisions of Article 23 shall apply to the execution of transfer of

the shares and the registration of the members by whom the tender was made or their nominees as owners of the said shares.

39. A statutory declaration in writing that the declarant is a Director of the Company and that a share in the Company has been duly forfeited or expropriated on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the shares in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any nor shall his title to the share be affected by any irregularity or invalidity in the proceeding in reference to the forfeiture or expropriation, sale or disposal of the share.
40. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which by terms of issue of share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### **ALTERATION OF CAPITAL**

41. The Company may, from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount as the resolution shall prescribe.
42. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of share capital, all new shares shall, before issue be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as early as the circumstances permit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time or on receipt of an intimation from the person to whom the offer is made that he/she declines to accept the shares offered the Directors may dispose of the same in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares cannot in the opinion of the Director, be conveniently offered under this Article.

43. The new shares shall be subject to the same provisions with reference to payment of calls, lien, transfer, transmission, forfeiture, expropriation and otherwise as the shares in the original share capital.
44. The Company may by any ordinary resolution:
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than existing shares;
  - (b) Sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association, subject, nevertheless, to the Companies Act;
  - (c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and
  - (d) May by special resolution reduce its share capital and any capital redemption reserve fund in any manner and with, and subject to, any incident authorised and consent required by law.

#### **GENERAL MEETINGS**

45. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one annual general meeting and that of the next. Provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and at such place as the Directors shall appoint.
46. All general meetings other than the annual general meeting shall be called extraordinary general meetings.
47. The Directors may, whenever they think fit, convene an extraordinary general meeting. If at any time there are not within the United Republic of Tanzania sufficient Directors capable of acting to form a quorum, any Director or any one member of the Company may convene an extraordinary general meeting in the same manner as early as possible as that in which meeting may be convened by the Directors.

**PROCEEDINGS AT GENERAL MEETINGS**

48. An annual general meeting and a meeting called for the passing of special resolution shall be called by twenty-one days' notice in writing at the least and all other meetings by fourteen days' notice in writing at least. Such notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of the business shall be given in the manner hereinafter mentioned, or in such other manner, if any as may be prescribed by Company in general meeting to such persons as are under these Articles, entitled to receive such notices from the Company, but with the consent of all the members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.
49. The accidental omission to give notice to or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at any meetings.
50. All business shall be deemed special that is transacted at an extraordinary general meeting and all that is transacted at an annual general meeting, with the exception of sanctioning a dividend, the consideration of the accounts and balance sheet and the ordinary report of the Directors and auditors, the election of Directors in the place of those retiring by rotation, and the appointment and fixing of the remuneration of the Directors.
51. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business, same as herein otherwise provided two members personally present shall be a quorum.
52. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved and any other case it shall stand adjourned to the same day in the next week, at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
53. The chairman, if any, of the board of Directors shall preside as chairman at every general meeting of the Company.

54. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the members present shall choose someone of their members to be chairman.
55. The chairman may, with the consent of any meeting, at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty or more days, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting.
56. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one member entitled to vote present in person or by proxy and unless a poll is so demanded, a declaration by the chairman that the resolution has, on a show of hands, been carried or carried unanimously, or by particular majority or lost and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
57. If a poll is duly demanded it shall be taken in the same manner as the chairman directs and the result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.
58. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.
59. A poll demanded on the election of a chairman, or in a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.
60. Any ordinary resolution of the Company determined on without any general meeting and evidenced by writing under the hands of all the Directors or a sole Director and of members of the Company holding three-fourths of the issued shares of the Company shall be

as valid and effectual as an ordinary resolution duly passed at a general meeting of the Company duly convened and held.

#### **VOTES OF MEMBERS**

61. On a show of hands every member present in person shall have one vote. On a poll every member shall have one vote for each shares of which he is the holder.
62. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the register of members.
63. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee a curator bonus, or other person in the nature of a committee or curator bonus appointed by that court and any such committee, curator bonus, or other person may, on a poll, vote by proxy.
64. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him/her in respect of shares in the Company have been paid.
65. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
66. On a poll votes may be given either personally or by proxy.
67. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing, or if the appointer is a corporation, either under the common seal, or under the hand of an officer or attorney so authorised. A member shall not be entitled to appoint more than one proxy to attend on the same occasion nor may a proxy vote except at a poll.
68. The instrument appointing a proxy and the power of attorney or other authority, if any under which it is signed or a naturally certified copy of that power or authority shall be deposited at the registered office of the Company not less than forty-eight hours

before the time for holding the meeting, or adjourned meeting, or taking of the poll at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.

69. An instrument appointing a proxy may be in the following form, or in any other form which the Directors shall approve:

**Anthony Farmer and Associates Tanzania Limited**

"I ..... of, *act.* being a member of Anthony Farmer and Associates Tanzania Limited, hereby appoint ..... of, *act.* As my proxy to vote for me and on my behalf at the ordinary (or extraordinary, as the case may be) general meeting of the Company to be held on the ..... day of ..... and at any adjourned meeting thereof.

Signed this ..... day of ..... 20.... "

70. Any corporation which is a member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

**DIRECTORS**

71. The first Directors shall be not less than two in number and shall be appointed by the subscribers to the Memorandum of Association. Unless and until otherwise determined by the Company by ordinary resolution, the number of Directors shall not be less than two.
72. The names of the first Directors of the Company shall be as follows:
1. Dr. Anthony Stephen De Silva Farmer, P.O. Box 25256, Dar es Salaam, and
  2. Mr. Amran Mohamed Talib, P.O. Box 25256, Dar es Salaam.

73. (1) The remuneration of the Directors shall from time to time be determined by the Company in general meeting.
- (2) In addition to their usual remuneration the Directors shall also be paid such travelling, hotel and other expenses as may reasonably be incurred by them in the exercise of their duties, including any such expenses incurred in connection with their attendance at meetings of Directors.
74. Any Director may in writing appoint any person, who is approved by the majority of the Directors to be his proxy and to represent him in meetings, which he/she is unable to be present. Every such Alternate shall be entitled to a notice of a meeting of the Directors and to attend and vote there at as a Director when the person appointing him is not personally present, and where he/she is a Director, to have a separate vote on behalf of the Director he is representing in addition to his own vote. A Director may at any time in writing revoke the appointment of an Alternate appointed by him. Every such Alternate shall be an officer of the Company and shall not be deemed to be the agent of the Director appointing him/her. The remuneration of such Alternate shall be payable to the Director appointing him/her and the proposition thereof shall be agreed between them. An Alternate Director need not hold any share qualification.
75. A Director and Alternate Director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate meeting of the holders of any class of shares in the Company.
76. The Company may by extraordinary resolution remove any Director before the expiration of his period of office, and may by an ordinary resolution appoint another person in his/her stead. A vacancy occurring in the board of Directors may be filled up by the Company by an ordinary resolution.

#### **POWERS AND DUTIES OF DIRECTORS**

77. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in forming and registering the Company, and may exercise all such powers of the Company as are not, by the Companies Act 2002 or any statutory modification thereof, for the time being in force, or by these Articles, require to be exercised by the Company in general meeting subject nevertheless to the provisions of these Articles and of the said Act and the exercise of such powers shall be subject to control of any

general meeting of the Company specially convened for the purpose, but no resolution of the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that resolution had not been passed.

78. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such term and at such remuneration (whether by way of salary or commission or participation in profits, or partly in one way and partly in another) as they may think fit. The office of Managing Director shall be subject to determination ipso facto if he ceases from any cause to be a Director, or if the Company in general meeting resolves that his/her tenure of the office of Managing Director or Manager be determined.
79. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property, uncalled capital, or any part thereof and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
80. The Directors shall duly comply with the provisions of the Companies Act 2002 or any statutory modification thereof for the time being in force, and particular with the provisions in regard to registration of the particulars of mortgages and charges affecting the property of the Company, or created by it, and to keeping a register of the Directors and secretaries and to sending to the Registrar of Companies an annual list of members, and a summary of particulars relating thereto, and notice of any consolidation or increase of share capital, or conversion of shares into stock, and copies of special and extraordinary resolutions, and a copy of the register of Directors and notification of any changes therein.
81. The Directors shall cause minutes to be made in the books provided for the purpose:
  - (a) Of all appointments of officers made by the Directors;
  - (b) Of the names of the Directors present at each meeting of the Directors and of any committee of the Directors, and
  - (c) Of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors and every Director present at any meeting of

Directors shall sign his/her name in a book to be kept for that purpose.

#### **DISQUALIFICATION OF DIRECTORS**

82. The office of any Director shall be vacated, if the Director:
- (a) Resigns his office by notice in writing to the Company; or
  - (b) Becomes bankrupt in this Territory or in any other territory which is declared to be a reciprocating territory under section 147 of the Bankruptcy Ordinance; or
  - (c) Is found to be lunatic or becomes of unsound mind; or
  - (d) Is punished with imprisonment of a term exceeding six months without the option of fine; or
  - (e) Is requested in writing by all his/her co-Directors to resign.
83. Any Director or any company or firm of which a Director is a member, may enter into contracts with the Company and any Director may vote as a Director or shareholder in respect of such contract and retain for his own use profits made by him under any such contract, provided always that unless he be at the time sole Director he must disclose his interest to his co-Directors before the contract is entered into by the Directors, and if he be at the time the sole Director the contract must be entered into by the Company in general meeting, and before the contract is entered into the Director or Directors must disclose his or their interest to the meeting.

#### **PROCEEDINGS OF DIRECTORS**

84. The Directors may meet together for the dispatch of, adjourn and otherwise regulate their meetings, as they think fit, questions arising at any meeting shall be decided by a majority of votes. In case of any equality of votes the chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.
85. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two.

86. The continuing Directors may act notwithstanding any vacancy in the body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the quorum of Directors, the continuing Director may act for the purpose of increasing the number of Directors to that number, or summoning a general meeting of the Company, but for no other purpose.
87. The Directors may elect a chairman of their general meeting and determine the period for which he is to hold office, but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of their meeting.
88. The Directors may delegate any of their powers to committees consisting of such members of their body as they think fit, any committee so formed shall in the exercise of the powers so delegated conform to any regulation that may be imposed on them by the Directors.
89. A committee may elect a chairman of their meeting, if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose any of their number to be chairman of the meeting.
90. A committee may meet and adjourn as they think fit. Questions arising at any meeting shall determine by a majority of votes of the members present, and in the case of any equality of votes the chairman shall have a second or casting vote.
91. All acts done by any meeting of the Directors or of a committee of Directors, or any person acting as a Director, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed to be a Director.
92. A resolution determined on without any meeting of Directors and evidenced by writing under the hands of all Directors, or sole Director, or of all members of a committee, or of sole member of a committee, shall be as valid and effectual as resolution duly passed at meeting of the Directors or of such committee.

**MANAGING DIRECTOR**

93. The Directors may from time to time appoint a Managing Director who may not necessarily be out of their body for such a period and on such terms as they think fit, and subject to the terms of agreement entered into in any such particular case, may revoke such an appointment.
94. The Managing Director shall receive such remuneration as the Directors may determine.

**SECRETARY**

95. The Directors shall appoint a Secretary of the Company on such terms, at such remuneration and upon such conditions, as they may think fit, and they may remove the Secretary appointed by a Director's board resolution.

**THE SEAL**

96. The Secretary shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or of a committee of the Directors or of a committee of the Directors authorised by the Directors in their behalf, and every instrument to which the Seal shall be applied by Secretary or by a Director or by some other person appointed by the Directors for the purpose but so that the Directors may by resolution determine, either generally or in any particular case, that the signature of any Director may be affixed by some mechanical means to be specified in such resolution, provided that the use of such means is by such restricted to certificates which have first been approved for sealing by the auditors, transfer auditors, transfer agents or bankers of the Company in writing.

**DIVIDENDS AND RESERVE**

97. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.
98. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company.
99. No dividends shall be paid otherwise than out profits.

100. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid on the shares, but if and so long as nothing is paid up on any of shares in the Company dividends may be declared and paid according to the amount of the shares. No amount paid on a share in advance of call shall, while carrying interest, be treated for purpose of this Article as paid on the share.
101. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for meeting contingencies, or for equalising dividends, or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at their discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit.
102. If several persons are registered as joint holders of any share anyone of them may give effectual receipts for any dividends payable on the shares.
103. No dividend shall bear interest against the Company.

#### **ACCOUNTS**

104. The Directors shall cause proper books of accounts to be kept with respect to:
  - (1) All sums of money received and expended by the Company, and the matters in respect of which the receipt and expenditure takes place, and
  - (2) All sales and purchases of goods by the Company and the assets and liabilities of the Company. Proper books of account means such books as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
105. The books of accounts shall be kept at the registered office of the Company, or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
106. The Directors shall from time to time determine whether and to what extent and at what time and places and under what conditions or regulations the accounts and books of the Company

or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

107. The Directors shall from time to time in accordance with Section 153 of the Companies Act 2002 or any statutory modification thereof for the time being in force, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.
108. A copy of every balance sheet (including every document required by the law to be annexed thereto) which is to be laid before the Company in general meeting before the date of the meeting together either a copy of the auditors report, shall not less than twenty one days be sent to every member of, and every holder of debentures of, the Company and to every person registered under Article 119. Provided that this shall not require a copy of those documents to be sent to any member whose address the Company is not aware of or to more than one of the joint holders of any shares or debentures.

#### **CAPITALISATION OF PROFITS**

109. The Company in general meeting may upon the recommendation of the Directors resolve that it be desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled there to distributed by law of dividend and in the same proportions on conditions that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed, credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in one way and partly in another, and the Directors shall give effect to such resolution.

Provided that a shares premium account and capital redemption reserve fund may, for the purpose of this regulation, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

110. Whenever such resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issue of fully paid up shares or debentures, if any, and generally shall do all acts and things to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares of debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, or any other shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company or their behalf, by the application thereto of their respective proportions of the profits of resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effectively and binding on all such members.

#### **AUDIT**

111. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by an auditor.
112. The Directors shall appoint the first auditor who will hold office until the first annual general meeting.
113. The Directors may fill up any casual vacancy in the office of auditor.
114. The remuneration of the auditor shall be fixed by the Company in general meeting, except that the remuneration of any auditor appointed by the Directors may be fixed by the Directors.

#### **NOTICES**

115. A notice may be given by the Company to any member either personally or by sending it by post to him or to his registered address or, if he has no registered address in Tanzania, to the address, if any, within Tanzania supplied by him to the Company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed effected by properly addressing, prepaying and posting a letter containing the notice

and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

116. If a member has no registered address in Tanzania and has not supplied to the Company an address within the United Republic of Tanzania for the giving of notices to him, a notices to him, a notice addressed to him/her, and displaced in the registered office of the Company, shall be deemed to be duly given on the day on which it is so displayed.
117. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder named first in the register in respect of the share.
118. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or the title of representatives of the deceased, or trustees of the bankrupt, or by any like description, at the address, if any in the United Republic of Tanzania supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
119. Notice of any general meeting shall be given in the same manner hereinbefore authorised to:
  - (a) Every member of the Company except those members who (having no registered address within the United Republic of Tanzania) have not supplied to the Company an address within the United Republic of Tanzania for the giving of notices to them,
  - (b) Every person entitled to a share or shares as a consequence of death or bankruptcy of a member, who, but for his death or bankruptcy, would be entitled to receive notice of the meeting and
  - (c) The auditors for the time being of the Company.

No other person shall be entitled to receive notices of general meetings.

**WINDING UP**



120. If the Company shall be wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Companies Act 2002 divide amongst the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such decision shall be carried out as between the members or different classes of members. The Liquidator may, with sanction, vest the whole or any part of the assets in trustees up on such trusts for the benefit of the contributors as the liquidator, with the like sanction shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

**INDEMNITY**

121. Subjected to the provisions of the Companies Act, 2002 every Director, Managing Director, agent, auditor, Secretary and other officer for the time being of the Company shall be indemnified in any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted.

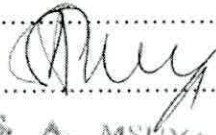
**ALTERATIONS OR ADDITIONS**

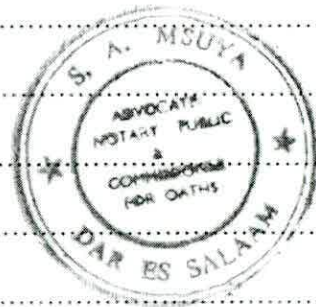
122. Subject to the provisions of the Act and to those contained in the Memorandum of Association, the Company may by special resolution make alterations or additions to the Articles of Association and any such alterations or additions as made shall be as valid and effectual as if originally contained in these Articles and be subject in like manner to alteration by special resolution.

Name, Postal Address and Occupation of Subscribers	Number of Shares Taken by Each	Signatures of Subscribers
Dr. Anthony Stephen De Silva Farmer P.O. Box 25256 Dar es Salaam	1,000,000	
Mr Amran Mohamed Talib P.O. Box 25256 Dar es Salaam	1,000,000	

Dated this ..... 20th ..... day of ..... MAY ..... 2011

**WITNESS** to the above signatures:

Full Name .....  
 Signature .....   
 Postal Address .....  
 ..... S. A. MSUYA  
 ..... ADVOCATE  
 ..... P. O. Box 32369  
 ..... DAR ES SALAAM  
 Qualification .....



# ANTHONY FARMER AND ASSOCIATES TANZANIA LIMITED

COMPANY NO. 83434

## EXTRACT COMPANY RESOLUTION

On the 22<sup>nd</sup> day of March 2013 the members of ANTHONY FARMER AND ASSOCIATES TANZANIA LIMITED ("the Company") at their extraordinary general meeting of the Company RESOLVED the following:-

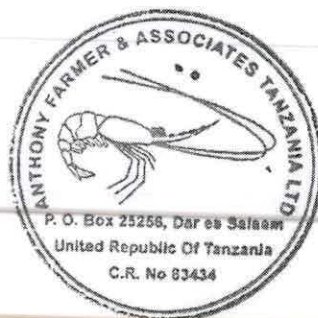
1. That **Mr. Amran Mohamed Talib** to pay to the company on or before 15<sup>th</sup> April 2013 the sum of **Tanzania Shillings One Billion (1,000,000,000)** being the amount due from him in respect of the call to be made on him in respect of **One Million (1,000,000)** shares of **Tanzanian Shillings One Thousand (Tshs.1000)** each held by **Mr. Amran Mohamed Talib**.
2. That failure by **Mr. Amran Mohamed Talib** to effect the said payments, **ONE MILLION (1,000,000) ordinary shares** which are being held by him be forfeited forthwith;
3. That the **ONE MILLION (1,000,000) ordinary shares** shall be allotted in favour of **Anthony Farmer and Company Limited incorporated in England**;
4. That the above resolutions are without reservation and with immediate effect.

We, the undersigned hereby certify the foregoing to be a true and *bona fide* extract of the deliberation and resolution passed by the Members of the Company on the 22<sup>nd</sup> of March 2013

Name: Amran Mohamed Talib

Date: 22 March 2013

Signature: *Amran Mohamed Talib*



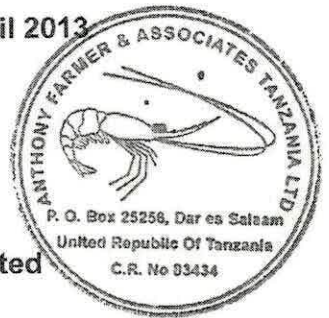
Name: Anthony Farmer and Company Limited

Date: 16<sup>th</sup> April 2013

Signature:



Designation: **Managing Director**  
for and on behalf of Anthony Farmer and Company Limited  
member holding 50% of the voting shares



# ANTHONY FARMER AND ASSOCIATES TANZANIA LIMITED

COMPANY NO. 83434

## EXTRACT COMPANY RESOLUTION

On the 16<sup>th</sup> day of April 2013 the members of ANTHONY FARMER AND ASSOCIATES TANZANIA LIMITED ("the Company") at their extraordinary meeting of the Company RESOLVED the following:

1. That having received the resignation of Mr. Amran Mohamed Talib as Managing Director of the company on 15<sup>th</sup> April 2013, his resignation would be accepted and two new Directors of the Company appointed.
2. That Col. Godfrey Ayumwi Lyimo (retired) would be appointed as the Operations Director.
3. That Teresiah Mueni King'oo would be appointed as the Finance Director.
4. That Teresiah Mueni King'oo would additionally be appointed as the Company Secretary.
5. That the above resolutions are without reservation and with immediate effect.

We, the undersigned hereby certify the foregoing to be a true and *bona fide* extract of the deliberation and resolution passed by the Members of the Company on the 16<sup>th</sup> of April 2013.

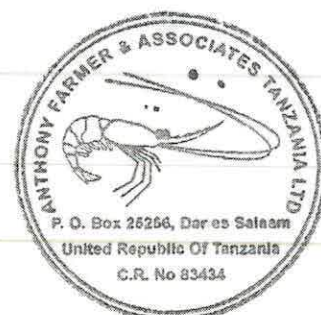
Name: Anthony Stephen De Silva Farmer

Date: 16<sup>th</sup> April 2013

Signature:



Designation: member holding 50% of the voting shares



# ANTHONY FARMER AND ASSOCIATES LIMITED

COMPANY NO. 83434

Date: 16<sup>th</sup> April 2013.

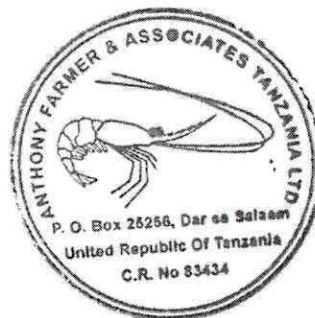
Dear Arman Mohamed Talib,

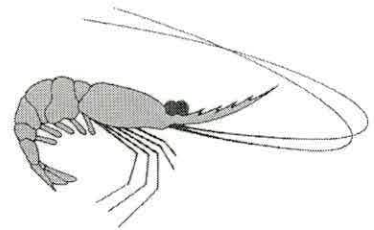
As per the notice for calling up for shares in which you were dully informed to make payment of the sum of **Tshs. 1,000,000,000.00** of which you have failed now I inform you that the **One Million (1,000,000)** ordinary shares of Tanzanian Shillings **One Thousand (Tshs. 1000)** each in the above company, of which you were the registered holder, have by a resolution of the Members Meeting held on 22<sup>nd</sup> March 2013 been duly forfeited in the consequence of your having failed to pay the call due on them by 15<sup>th</sup> April 2013.

By the Order of the Board



Director





**Anthony  
& Farmer  
Associates  
Tanzania Ltd**

Plot 18 • Mikocheni Light Industrial Area  
PO Box 25256 • Dar es Salaam  
United Republic of Tanzania

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**STRICTLY PRIVATE & CONFIDENTIAL**

Dr Anthony S D Farmer  
Chairman  
Anthony Farmer & Associates Tanzania Ltd  
Plot 18  
Mikocheni Light Industrial Area  
PO Box 25256  
Dar es Salaam

15<sup>th</sup> April 2013

Dear Tony

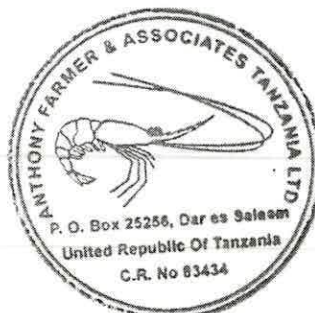
Due to the combined demands of running my logistics and oil companies, it has unfortunately become necessary for me to reassess my other commitments. Having reviewed the situation most carefully, it is with very considerable regret that I hereby resign my directorship of Anthony Farmer & Associates Tanzania Limited with immediate effect.

I very much hope that the company will prosper under your management and look forward to the possibility of you and I working together again at some future point.

With my very best wishes,

Yours sincerely

**Amran Mohamed Talib**  
Managing Director



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# ANTHONY FARMER AND ASSOCIATES TANZANIA LIMITED

COMPANY NO. 83434


Date: 22<sup>nd</sup> March 2013.

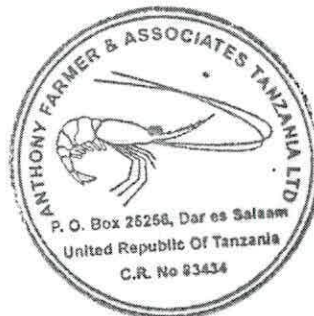
Dear Amran Mohamed Talib,

By virtue of the Members Resolution passed on 22<sup>nd</sup> March, 2013, the board requires you to pay to the company on or before 15<sup>th</sup> April 2013 the sum of **Tanzania Shillings One Billion (1,000,000,000)** being the amount due from you in respect of the call made on in respect of **One Million (1,000,000)** shares of **One Thousand Tanzanian Shillings (Tshs.1000)** each held by you.

If you do not pay such arrears of call on or before 15<sup>th</sup> April 2013 the **One Million (1,000,000)** shares of Tanzanian Shillings **One Thousand (1000)** each held by you (in respect of which such call is owing) will be forfeited without further notice.

By the Order of the Board

  
\_\_\_\_\_  
Director



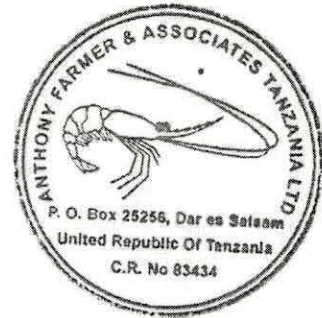
Designation: Managing Director

Name: Anthony Stephen De Silva Farmer

Date: 22nd March 2013

Signature: 

Designation: Chairman



# ANTHONY FARMER AND ASSOCIATES TANZANIA LIMITED

COMPANY NO. 83434

## EXTRACT COMPANY RESOLUTION

On the 22<sup>nd</sup> day of March 2013 the members of ANTHONY FARMER AND ASSOCIATES TANZANIA LIMITED ("the Company") at their extraordinary general meeting of the Company RESOLVED the following:-

1. That Mr. Amran Mohamed Talib to pay to the company on or before 15<sup>th</sup> April 2013 the sum of Tanzania Shillings One Billion (1,000,000,000) being the amount due from him in respect of the call to be made on him in respect of One Million (1,000,000) shares of Tanzanian Shillings One Thousand (Tshs.1000) each held by Mr. Amran Mohamed Talib.
2. That failure by Mr. Amran Mohamed Talib to effect the said payments, ONE MILLION (1,000,000) ordinary shares which are being held by him be forfeited forthwith;
3. That the ONE MILLION (1,000,000) ordinary shares shall be allotted in favour of Anthony Farmer and Company Limited incorporated in England;
4. That the above resolutions are without reservation and with immediate effect.

We, the undersigned hereby certify the foregoing to be a true and *bona fide* extract of the deliberation and resolution passed by the Members of the Company on the 22<sup>nd</sup> of March 2013

Name: Amran Mohamed Talib

Date: 22 March 2013

Signature: 