

MINUTE SHEET

Dokezo
No.

EXD

1.0
The approved project has fulfilled the investment requirements, which are: -

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

(b) Legal entity has been incorporated under certificate

No. 104549 of 13/12/2013

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

Submitted for signature.


N. Senzia

DIF

17th February, 2014

APPROVED BY EXD	
Sign: 	
Date: <u>19/02/14</u>	

2.

AG. EXD


AS EXD 9/4/2014
In response to the TIC letter of registration dated 10/02/2014

the project has submitted the required documents namely: -

(a) Company Board Resolution. ✓

(b) Reference letter/Financing from HSBC Bank Group

(c) Lease Agreement as Evidence of Land

With the above submission EXD is requested to sign Certificate of Incentives No. 042605 herein attached.


Ag. D&IS
9/04/2014

MINUTE SHEET

Dokezo
No.

BUSINESS PLAN

OF

Diamond Pro Limited

FOR

THE PROJECT

OF

DIAMOND AND GEMSTONE CUTTING AND
POLISHING FACILITY IN DAR ES SALAAM

Prepared by:
Diamond Pro Limited
P.O. BOX 21393
DAR ES SALAAM
TANZANIA

Diamond Pro Limited

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1.0. EXECUTIVE SUMMARY

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

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

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

THE LSIT OF GEMSTONES AVAILABLE IN TANZANIA IS A FOLLOWS:-

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

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

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

INTRODUCTION

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

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

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

This project is presented by the Company of **Diamond Pro Limited** as pioneer project and after its success the Company is going to inject new investments in similar projects.

1.3. THE OVERAL COMPANY OBJECTIVE

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

1.4. MARKET POTENTIAL

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

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

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

1.5. PROJECT SPONSORS

The Sponsor of this new venture is the limited liability Company going by the name of **Diamond Pro Limited** of P.O. Box 21393, Dar es Salaam. This Company incorporates a local Tanzania shareholder and a foreigner and their shareholding are as shown herein below:-

NAME	SHARES
ZPro International LLC P.O. Box 590 Springates East, Government Road Charlestown, Nevis Federation of Saint Kitts and Nevis (Subscriber)	75
Abbas Habib Nasser P.O. Box 21393 Dar es salaam (Subscriber)	25

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

1.3. PROJECT CONCEPT

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

The equipments include:-

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

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

2.0. PROJECT DESCRIPTION

2.1. OBJECTIVE OF PROJECT

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

2.2. EQUIPMENTS

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

2.3. EQUIPMENT INSTALLATION STARTING UP AND ADJUSTMENT WORKS

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

2.4. PRODUCTION SCHEDULE

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

3.0. MANAGEMENT

Diamond Pro Limited will themselves manage the Company. They will recruit highly trained and experienced craftsmen to operate the equipment.

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

4.1. PROJECT FINANCING (US DOLLARS)

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

5.0. OPERATING COST AND REVENUE ESTIMATES

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

6.0. FINANCIAL ANALYSIS

6.1. PROJECTED PROFIT AND LOSS STATEMENTS

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

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

6.2. PROJECTED CASH FLOW STATEMENT

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

6.3. PROJECTED BALANCE SHEET

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

6.4. PAYBACK PERIOD

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

6.5. BREAKEVEN ANALYSIS

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

7.0. CONCLUSION AND RECOMMENDATION

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

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

Diamond Pro Limited

Annex 1

DIAMOND AND GEMSTONES CUTTING AND POLISHING EQUIPMENTS AND SUPPLIES

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

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

Diamond Pro Limited

Annex 2

PERSONNEL DISPOSITION AND WAGE BILL

CALIBRE	NOS.	MONTHLY EMOLUMENT TSHS.	ANNUAL BILL TSHS.
Managing Director works	1	2,280,000.00	27,360,0000.00
Manager Chief Cutter	1	1,710,000.00	20,520,000.00
Assistant Manager	1	570,000.00	6,840,000.00
Cutter Polisher	1	1,567,000.00	18,810,000.00
Cutter Skilled	1	2,280,000.00	27,360,000.00
Unskilled Labours	6	900,000.00	10,800,000.00
Accountant Cashier	3	855,000.00	10,260,000.00
Secretary Reception	1	600,000.00	7,200,000.00
Add 30% Social Benefits	2	14,529,375.00	174,352,500.00

Diamond Pro Limited

Annex 4

COST OF SALES IN TSHS.

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

Diamond Pro Limited

ANNEX 5

PRODUCTION AND SALES PROJECTIONS

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

Diamond Pro Limited

PROJECTED PROFIT AND LOSS STATEMENTS

FIGURES IN USD (000's)

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

Diamond Pro Limited

PROJECTED PROFIT AND LOSS STATEMENTS

FIGURES IN USD (000's)

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

Diamond Pro Limited

PROJECTED BALANCE SHEET

Annex 8

FIGURES IN USD (000's)

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

Diamond Pro Limited

PAYBACK PERIOD

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

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

Diamond Pro Limited

BREAK EVEN ANALYSIS BASED ON THE 3RD YEAR

FIGURES IN USD (000's)

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

THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

DIAMOND PRO LIMITED

Drawn by:
ABBAS HABIB NASSER
(Promoter)
P.O. Box 21393
Dar es Salaam

THE UNITED REPUBLIC OF TANZANIA



CERTIFICATE OF INCORPORATION

NO.

.....

I HEREBY CERTIFY THAT

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

GIVE under my hand at Dar es Salaam, this.....day
of.....Two thousand and

Seal

Registrar of Companies

5000f
40133 13/12/13



THE COMPANIES ACT 2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
DIAMOND PRO LIMITED

2500f
40133 13/12/13

1. The name of the Company is **DIAMOND PRO LIMITED**.
2. The registered office of the Company will be situated in Tanzania.
3. The objectives for which the Company is incorporated are:-
 - (a) To carry on the business of miners and mining in all their branches and for the said purpose to peg, purchase, take on lease or in exchange or otherwise acquire concessions, agents easements, options, claims, properties, estates and effects supposed to contain minerals, diamonds, or other precious stones, and any interest therein, and to explore, mine, work excise develop and turn to account prospecting and mining right and all necessary licences and any undertaking connected therewith. And to establish and operate a gemstone/diamond cutting and polishing facility, and gold processing facility and to deal in the export of precious and semi precious minerals-diamonds gold and gemstone, either in raw form or cut and polished.
 - (b) To carry on the business of mineral dealers, dealers, traders, agents sub-agents, whole sellers and retail sellers in all types in all types of mineral in including diamond, gold, ruby, zinc, tanzanite, aluminium, copper, lead, gypsum, and in any other capacity in Tanzania or elsewhere.
 - (c) To purchase, take on lease or on option or otherwise acquire and lands, mines, mining rights, oil gas rights, water rights, timber rights of any kind in over or under any lands and any licences, concessions monopolies, exclusive rights, easements, rights or privileges therein and any real estate, here determents open work explore exercise, maintain and turn the same to account.

- (d) To tender for and enter into contracts for the manufacture procurement and supply of equipment, machinery, designs and articles of all kinds and descriptions required or used in the construction equipment or operation of drilling and other rigs used by the petroleum drilling and gas industry or mining industry.
- (e) To acquire hold maintain and keep the ownership rights liberties and privileges in respect of petroleum, gas lying anywhere on land or at sea.
- (f) To prospect, explore for, produce, exploit, refine compound, treat, process, manufacture products and by-product form pipe, store, transport, buy sell, transfer, distribute, supply and otherwise deal in petroleum, crude oil, natural gas and their products and by-products of any kinds whatsoever.
- (g) To carry on the business of processing of seismic data for exploration of oil gas, and water, to carry on the prospecting exploring, drilling, development and producing liquid and gaseous hydrocarbon deposits, as well as prosecuting exploiting processing and refining of mineral substances in general including but not limited to radio active substances and coal the carrying out of research and research and development also in the field of other sources of energy.
- (h) To engage in the business of gold assaying, mineral processing, dealers in gemstones, jewelers, goldsmiths, buyers of all kind of minerals and dealers in the same, sellers and dealers in mining equipment, drilling machines, spares for all mining machinery and machinery and processing machines, engage in the business of mining planning, to deal in computer services for mineral scanning, and other activities using advanced technology in mineral prospecting and exploration. To offer or deal in electronic equipment need in mining prospecting.
- (i) To search prospect for, examine, explore, excavate, quarry and dredge gold, diamonds, ores and substances from the earth and to extract, reduce, crush, refine, treat, smelt, amalgamate, manipulate or otherwise treat gold, ores, metals minerals, emeralds and other precious and semi precious stones or other valuable substances wherefrom, or prepare, render and make them fit for market.



- (j) To undertake and carry on any business transaction or operation commonly undertaken or carried on by explorers, prospectors or concessionaires and miners, and to carry on any other business which may seem to the company capable of conveniently being carried on in connection with any of the company's properties or rights.
- (k) To carry on any business relating to the finding and working of minerals, the production and working of metals and the preparation of any other materials which may be useful or conveniently combined with the engineering or manufacturing business of the company and either for the purpose only of such contractors or as an independent business.
- (l) To carry on the business of prospecting, mining, cutting, polishing and processing minerals of all types including diamond, gold, ruby, zinc, cobalt, iron, tanzanite, aluminum, copper, lead, gypsum for both local and export market trading purposes and to establish a gemstone cutting and polishing facility.
- (m) To establish and operate a website to connect businesses and result in business growth, job creation and greater international awareness of opportunities, products and services in Tanzania and also to carry on the business as advisers, managers, consultants to any individual, firm, or business enterprise in the collection, investigation, analysis, and dissemination of information on any commercial, industry, management, financial, or other aspect of business.
- (n) To carry on the businesses of landscaping, designers, flower arrangers and decorators, maintenance and generally to undertake decorating assignments and jobs for whomsoever and any other business related hereto.
- (o) To carry on the business of Tourism in general and marine tourism, sports fishing, snorkeling, deep sea diving, sea game fishing, luxury boat charter, sailing/beebe holidays and any other business related thereto.
- (p) To act as dealers in industrial machines and equipment, agricultural machinery implements, tools and equipment, refrigerators, air-conditioning plants, domestic and industrial equipment and machinery.

- (q) To establish and carry on the business of, builders, contractors, engineers, renovators, or any branch or subsidiary business carried on in connection there with.
- (r) To operate office and secretarial bureaus including provision of temporary or permanent office space, secretarial services as typing, printing, photocopying, binding, translating, design lay - out, type-setting, etc.
- (s) To improve, develop, manage, grant rights or privileges in respect of, or otherwise deal with all or any part of the property and rights of this Company.
- (t) To carry on the business of transporters, clearing and forwarding, travel, tourist agents, freight forwarding insurance, express delivery logistics, car rentals.
- (u) To carry on the business of auctioneers, court brokers, conveyancing and re-possession agents, surveyors and valuers of land, buildings real estate, and other assets.
- (v) To acquire by purchase, lease, exchange, hire or otherwise any estates, lands, buildings, tenements, here determents, or any rights or privileges therein, and to sell, let on lease or hire, dispose of or grant rights over any property of the Company in such manner as the Company may determine.
- (w) To erect and construct, by the Company or otherwise, houses, buildings or works of every description on any land of the Company or upon any other lands or here determents, and to pull down, rebuild, enlarge, alter and improve existing houses, buildings, or works thereon, to convert and appropriate any such land into and for roads, streets, squares, gardens, and pleasure grounds and other conveniences, and generally to deal with and improve the property of the Company.
- (x) To sell, exchange, let, develop, dispose of, or otherwise deal with, the undertaking, or all or any part of the property of this Company, upon such terms and in such manner as the Company may determine. To do all such other things as are incidental or conducive to the attainment of the above objects or any one of them.

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

4. The liability of the members is limited.
5. The nominal share capital of the company is Tshs.100,000,000/= divided into 100 shares valued at Tshs. 1,000,000/= each with power for the company to increase the said capital into several or otherwise and to attach thereto respectively preferential quantified or special right, privileges and conditions.

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

Name, Address and Description of Subscribers	Number of Shares Taken by each Subscriber	Signature
ZPro International LLC P.O. Box 590 Springates East, Government Road Charlestown, Nevis Federation of Saint Kitts and Nevis (Subscriber)	75	
Abbas Habib Nasser P.O. Box 21393 Dar es salaam (Subscriber)	25	

DATED at Dar es Salaam this 12th day of December 2013

WITNESS TO THE ABOVE SIGNATURE

Signature: 

Postal Address: P.O. Box 6851

Dar es Salaam

Qualification: Advocate

2500.f
40133 13/12/13
[Signature]

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

2500.f
40133 13/12/13
[Signature]

INTERPRETATION

1. In these articles, unless the context otherwise requires, expressions defined in the Companies Act or any statutory modification thereof in force at the date at which these articles become binding on the company shall have the meaning so defined and the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second thereof, namely:

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

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

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

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

SHARE CAPITAL

4. The nominal share capital of the company shall be Tshs 100,000,000/= and is divided into 100 shares valued at Tshs 1,000,000/= each.
5. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the company may be issued with such preferred deferred or other special rights or such preferred, whether in regard to dividend, voting, return of capital or otherwise as the company may from time to time by ordinary resolution determine.

PREFERENCE SHARES

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

MODIFICATION OF RIGHTS

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

ALLOTMENT OF SHARES

9. Subject to the provisions of these Articles relating to new shares, the shares shall be at the disposal of the Directors and they may (subject to the provisions of the statutes) allot, grant, option over or otherwise dispose of them to such persons, on such terms and conditions, and at such time as they think fit but so that no shares shall be issued at a discount, in accordance with the provision of the statutes:-
10. The company may exercise the power of paying commissions conferred by Sections 56 of the Act. Subject to the provisions of the Act, such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.

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

SHARES CERTIFICATE

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

LIEN

15. The company shall have a first and paramount lien on every share (not being a fully paid shares) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that shares, and the company shall also have a first and paramount lien on all shares (other

then fully paid share) standing registered in the name of a single person for all moneys presently payable by him or his estate to the company, but the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien (if any) on a share shall extend to all dividends payable thereon.

16. The Company may sell, in such manner as the Directors think fit any shares on which the which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled there to by reason of his death or bankruptcy.
17. To give effect to any such sale the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
18. The proceeds of sale shall be received the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue (if any) shall (subject to a line for lien for sums not presently payable as existed upon the shares before the sale) be paid as existed entitled to the share at the date of the sale.

CALLS ON SHARES

19. The Directors may from time to time make calls upon the members in respect of any money unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times: provided that no call shall exceed one fourth of the nominal value of the share or be payable at less than month from the date fixed for payment of the last preceding call and each member shall (subject to receiving at least fourteen days notice specifying the time or times and place of payment) pay to the company, at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine

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

TRANSFER OF SHARES

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

4. Subject to sub- articles (2) of this Articles, at the expiration of the said thirty days the Directors shall allocate the said shares to or amount the member or members who shall have expressed his their willingness to purchase as aforesaid, and (if more than one) so far as may be necessary pro - rate according to the number of shares already held by them respectively PROVIDED THAT no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid.
5. If the company shall, within the space of thirty days after being served with a transfer notice find a purchasing member and shall give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value as fixed in accordance with sub-articles (2) and (6) hereof, to transfer the to the purchasing member.
 - a. In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share, the Auditor for time being of the company shall on the application of ether party, certify in writing the sum which, in his opinion, is the fair value, and such sum shall be deemed to be the fair value and in so certifying the Auditor shall be considered to be acting an expert and as an arbitrator: and accordingly the Arbitration ordinance shall not apply.
 - b. If in any case the proposing transferor, after having become bound as aforesaid, makes a default in transferring the share the company may receive the purchase money, and the proposing transferor shall be deemed to have appointed any one Director or the Secretary as his agent to execute a transfer of the share to the purchasing member, and upon the execution of such transfer the company shall hold purchase money in the Company for the purchase money shall be a good discharge to the purchasing member and after his name has been entered in the register in purported exercise aforesaid power the validity of the proceedings shall not be questioned by any person.
 - c. If the Company shall not, within the space of thirty days after being served with the transfer notice, find a purchasing member and give notice in the manner aforesaid, the proposing transferor shall at the said thirty day able at liberty subject to sub- article (10) hereof, to sell and transfer the share (or where there are more shares than one of these not placed) to any person whether he is a member of the company or not.

d. Any share may be transferred by member to any child or other, issue, son-in law-, daughter - in - law, father, brother sister, nephew, niece, wife or husband of such member, and any share of a deceased member may be transferred by his executors or administrators to any child, or other issue, son - in - law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased member (to which such deceased member may have specifically bequeathed the same) and shares standing in the name of a deceased member or his executors or administrators (if specifically bequeathed to any of the said relations) may be transferred to the trustees of his will, or may be transferred upon any charge of trustees to the trustees for the time being of such will, and the restrictions in sub- article (1) hereof shall not apply to any to transfer authorised by this sub- article.

e. The Directors may refuse to register any transfer of a share.

(a) where the Company has a lien on the share: or

(b) where the share intended to be transferred is not a fully paid share and the Board is of the opinion that it is undesirable in respect of such share to admit the proposed transferee to membership.

30. The Directors may also decline to recognize any instrument of transfer unless it is accompanied by certificate of the shares to which it relates, and other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and the instrument of transfer is in respect of only one class of shares.

31. If the Directors refuse to register a transfer they shall, within ninety days after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

32. The registration of transfers may be suspended at such times and for such period (not exceeding a total of thirty days in any year) as Directors may from time to time determine.

TRANSMISSION OF SHARE

33. In case of death of a Member the survivor or survivors where the deceased was a sole holder, shall be the only person (s) recognized by the Company as having any title to his interest in the shares : but nothing herein contained shall release the estate of a deceased joint holder any liability in respect of any share had been jointly held by him with other person.

34. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors, and subject as herein before provide, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case have the right to decline or suspend registration as it would have had in the case of a transfer of the share by the Member before his death or bankruptcy, as the case may be.
35. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that Member.
36. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitle to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company: provided that the Director s may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, if the notice is not complied with within ninety days, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

FORFEITURE OF SHARES

37. If a Member fails to pay any calls or installment or a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of call or installment as is unpaid together with any interest which may have accrued.

38. The notice shall name a further date (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that, in the event or non -payment at or before the time appointed the shares in respect of which the call made will be liable to be forfeited.
39. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Director to that effect.
40. A forfeited share may be sold or otherwise disposed of on such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be canceled on such terms as the Directors think fit.
41. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited share, but shall, notwithstanding, remain liable to pay to the company all money which, at the date of forfeiture, were payable by him to the company in respect of the shares.
42. A statutory declaration in writing that the declaration is a Director or the secretary of company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The company may receive the consideration (if any) given for the share on any sale or disposition thereof, and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of, and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
43. The provisions of these Articles as to forfeiture shall apply in the case of non - payment of any sum which, by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of call duly made and notified.

CONVERSION OF SHARES INTO STOCK

44. The company may by ordinary Resolution convert any paid - up shares into stock, and reconvert any stock into paid up shares of any denomination.

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

ALTERATION OF CAPITAL

48. The Company may from time to time by Ordinary Resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
49. The Company may by Ordinary Resolution , before the issue of any new shares, determine that the same, or any of them, shall be offered in the first instance, and either at par or at a premium, to all the existing holder of any class of shares, in proportion as nearly as may be to be the number of shares held by them respectively, or make any other provisions as the issue of the new shares; but, in default of any such determination, or so far as the same shall not extend the new shares may be dealt with as if they formed part of the shares in the nominal capital.
50. Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new shares shall be considered part of the nominal capital, and shall be subject to the provisions herein contained with reference to payment of calls and installments, transfer and transmission, forfeiture, lien , surrender, and otherwise. Unless otherwise provided in accordance with these Articles the new shares shall be ordinary.

51. The Company may from time by ordinary Resolution:
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares or
 - (b) Sub-divide its existing shares or any them, into shares of smaller amounts than is fixed the memorandum of Association subject, nevertheless, to the provisions of section 51(1) (d) of the ordinance; or
 - (c) Sub-divide its existing shares or any them, into shares of smaller amounts than is fixed in the Memorandum of Association subject, nevertheless, to the provisions of section 65(1)(d) of the Act or
 - (d) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed be taken by any person.
52. The Company may Special Resolution reduce its shares capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any incident authorised, and consent required, by law.

GENERAL MEETINGS

53. The Company shall each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more that fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. Provided that the Company holds its Annual General Meeting within eighteen months of incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General shall be held at time and place as the Directors shall appoint.
54. All General Meeting other than Annual General Meetings shall be called E extraordinary General Meetings.
55. The Directors may, whenever they think fit, convene an extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provide by section 134 of the Act. If at any time there are not within Tanzania sufficient directors capable of acting to form a quorum any director company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that meetings may be convened by the directors.

NOTICES OF GENERAL MEETINGS

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

PROCEEDINGS AT GENERAL MEETINGS

57. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all business that is transacted at an Annual General Meeting, with the exception of Declaring a dividend the consideration of the accounts balance sheets and the reports of the Directors and Auditors, the election of Directors in place of those retiring and the appointment of and the fixing of the remuneration of the Auditors.
58. No business shall be transacted any General Meeting unless a quorum of members is present, at the meeting unless a quorum of members is present at the time when the meeting proceeds to business.
59. If within half an hour from the time appointed for the meeting a quorum is not present the meeting if convened up on the requisition of a member, shall be dissolved in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time, and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
60. The Chairman (if any and present at meeting) of the Board of Directors shall preside as Chairman at every General Meeting of the company.
61. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for seven days or more, notice of the original meeting shall be given as in the case of the original meeting. Save as aforesaid, it shall not be necessary to give notice of an adjournment or the business to be transacted at adjourned meeting.

62. At a General a resolution put to the vote of the meeting shall be decided a show of hands unless a poll is (before or on the declaration of the show of hands) demanded.
- (a) by the Chairman of the Meeting ; or
 - (b) by any member or member present in person or proxy. Unless a poll be so demanded a declaration by the Chairman of the Meeting that that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
63. Except as provided in a poll demanded on the election of a Chairman or a question of adjournment shall be taken in such manners as the chairman, directs, and the result of the meeting at which the poll was demanded.
64. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorized representatives) shall be as valid and effective as if the same had been passed at a general meeting of the company duly convened and held. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the members or duly authorised representatives concerned.

VOTES OF MEMBERS

65. Subject to any rights or restrictions of the time being attached to any class or classes of shares, every member present in person or by proxy shall on a show of hands have one vote and on a poll have one for each shares of which the holder.
66. In the case of joint holders the vote of the senior who tenders a vote, whether in person or but proxy, shall be accepted to the exclusions of the votes of other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of member.

67. A member of unsound mind, or in respect of whom an order has been made by any court having justification in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian appointed by that court, and any such committee or other legal guardian may vote by proxy.
68. No member shall be entitled to vote at general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
69. 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.
70. On a poll votes may be given either personally or by proxy.
71. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation either under seal or under the hand of an officer or attorney duly authorised in writing. A proxy need not be a member of the company.
72. The instrument appointing a proxy and the power of attorney or other Authority (if any) under which it is signed or notarially certified copy of that power authority shall be deposited at the registered office of the company (or at such other place as is specified for that purpose in the notice convening the meetings) not less than 48 hours before the time for holding.

The meeting or adjourned meeting at which the person named in the instrument proposed to vote, or in case of a poll taken subsequently to the date of a meeting or adjourned meeting not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument or proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiry of its execution.

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

I / WE.....
of.....
being a member/members of the named company, hereby
appoint.....
of.....
or failing
him.....
of.....
as my / our proxy to vote for me / us
on my / our behalf at the ordinary or
extraordinary, as the case may be
general meeting of the company,
to be held on the.....day of
and at any adjournment thereof.
Signed thisday of

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

I / WE.....
of.....
being a member / members of the named company, hereby
appoint.....
of.....
or failing him.....
of.....
as my / our proxy to vote for me / us
on my / our behalf at the ordinary or
extraordinary, as the case may be
general meeting of the company, to be held on the.....day
ofand at any
adjournment thereof.
Signed thisday of

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

76. A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the share in respect of which the instrument of proxy is given, provided that no transfer as aforesaid shall have been received by the company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

CORPORATION ACTING BY REPRESENTATIVES AT MEETINGS

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

DIRECTORS

78. (a) Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum but shall be not less than two:-

(a) The following are the first Directors:-

1. **SERGEY KALASHNIKOV**

2. **ABBAS HABIB NASSER**

(b) The shareholding qualification for directors may be fixed by the company in the general meeting, and unless and until so fixed no qualification shall be required.

79. The remuneration of Directors shall from time to time be determined by the Company in General Meeting. Such remuneration shall be deemed to accrue from day to day. The Director and any alternate Director may also be paid all traveling, hotel and other expenses properly incurred by them in attending and returning from meeting of the directors or any committee of the Directors or General Meetings of the company: or in connection with the business of the company.

80. Any Director who devotes special attention to the business of the Company, or who otherwise performs services which in the opinion of the Directors of the Directors are outside the scope of the ordinary duties of a Director, may be paid such remuneration by way or salary, parentage of profit or otherwise as the Directors may determine.
81. A Director shall not require qualification but shall never the less be entitle to attend and speak at any General Meeting of the Company.
82. A Director of the company may be or become a director or other officer of, otherwise interested in any company promoted by the company or in which the company may be interested as a share holder or otherwise, and no such Director shall be accountable to the company for any remuneration or other benefits received by him as a Director of office of or from his interest in, such other company unless the company otherwise Direct.

POWER AND DUTIES OF DIRECTORS

83. The business of the company shall be managed by the Directors, who may pay all expenses incurred in promoting the registering of the Company and may exercise all such power of the company as are not by the Act or by these articles required to be exercised by the company in General meeting subject nevertheless to any of these Articles, to provisions of the ordinance, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the company in General Meeting; but no regulation made by the company in General Meeting shall invalidate any prior act of the Directors which would have been if that regulation had not been made.
84. The Director may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorneys or attorney of the company for such purpose and with such power, authorities and direction not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any the power, authorities and Discretion vested in him.

85. The Directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt liability or obligation of the company or any third party; provided that the amount for the time being remaining un discharged of money borrowed or secured by the Directors as aforesaid (a part from temporary loans obtained from the company's bankers in the ordinary course of business) shall not at any time, without the previous sanction of the company in general meeting, for the time being issued, but never the less no lender or other person dealing with the company shall be concerned to see or inquire whether this limit is observed.

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

86. The company may exercise the powers conferred upon the company by section 124 and 127 of the Act with regard to the keeping of a branch register and the Directors may (subject to the provisions of these sections) make and vary such regulations as they may think fit respecting the keeping of such register.

87. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the company shall declare the nature of his interest at a meeting of the Directors in accordance with section 209 of the Act. Subject to the provisions of the Act, and provided that he has disclosed the nature and extent of any material interest of his, a director notwithstanding his office.

(a) May be a party to or otherwise interested in, any transaction or arrangement with the company or in which the company is interested,

(b) May be a director or other office of or employed by, or a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the company or in which the company may be interested.

(c) Shall not, by reason of his office be accountable to the company for any benefit which he derives from any such office or employment remuneration or other benefits received by him as director or officer of or from his interest in, such other company unless the company otherwise directs.

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

MINUTES

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

DISQUALIFICATION OF DIRECTORS

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

92. Subject to Articles 81 and hereof the Directors shall have power at time from to appoint any person to be Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the number of Directors shall not at any time exceed the maximum prescribed by these Articles. Any Director so appointed shall hold office until the next following Annual General Meeting, but shall then be eligible for reappointment by his appointing share holder (s). At any time and from time to time company may by ordinary resolution appoint any person to be a Director (but so that the maximum number of Directors, is not exceeded) and determine the period for which such person is to hold office.
93. The company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what manner the increased or reduced number is to go out of office.

SPECIAL DIRECTOR FOR DEBENTURE HOLDERS

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

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

PROCEEDING OF DIRECTORS

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

MANAGING DIRECTOR

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

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

ALTERNATE DIRECTORS

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

107. All appointments and removals of alternate Directors shall be made by notice in writing, signed by or behalf of the Director making the appointment and shall take effect from the time of receipt by the company.

SECRETARY

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

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

THE SEAL

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

DIVIDENDS AND RESERVE

112. Subject to section 180 of the Act the company in General Meeting by ordinary resolution may declare dividends but no dividend shall exceed the amount recommended by the directors.
113. 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.
114. No dividend shall be paid otherwise than out of profits.
115. The Directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors be applicable for any purpose to which the profits of the company, may be properly applied and pending such application may at the like discretion, either be employed in the business of the company or be invested in such investments as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profit which they think prudent to divide.

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

120. No dividend shall bear interest against the company.

ACCOUNTS

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

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

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

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

123. The Directors shall from time to time, in accordance with sections 153,155 and 159 of the Act, cause to be prepared and to be laid before the company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as referred to in those section.

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

CAPITALIZATION OF PROFITS



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

AUDIT

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

NOTICES

128. A notice may be given by the company to any member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within Tanzania) to the address, if any, within Tanzania supplied by him to the company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 72 hours after the letter containing.
129. A notice may be given by the company to the joint holders of a shares by giving the notice to the joint holder first named in the Register of Members in respect of the share.
130. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustees of the bankrupt, or by any like description, supplied to the company.

Name, Address and Description of Subscribers	Number of Shares Taken by each Subscriber	Signature
ZPro International LLC P.O. Box 590 Springates East, Government Road Charlestown, Nevis Federation of Saint Kitts and Nevis (Subscriber)	75	
Abbas Habib Nasser P.O. Box 21393 Dar es salaam (Subscriber)	25	

DATED at Dar es Salaam this 12th day of December 2013

WITNESS TO THE ABOVE SIGNATURE

Signature: 

Postal Address: P. O. Box 6851

Dar es Salaam

Qualification: Advocate

TANZANIA



Certificate of Incorporation

Section 15

No 104549

I HEREBY CERTIFY THAT

DIAMOND PRO 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 13TH day of DECEMBER

TWO THOUSAND AND THIRTEEN

A handwritten signature in black ink, appearing to be 'N. K. M.' or similar, written over a dotted line.

Asst. Registrar of Companies

9647

11657

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 REC014142

No.008078

Received from : DIAMOND PRO LIMITED

Address P.O BOX 21393 DSM

Received the sum of (In words):

ONE HUNDRED AND ZERO PERCENTS
For Executive Director
Tanzania Investment Centre

Being payment in respect of REGISTRATION FEE

Amount USD 100.00

Cash / Cheque No: D/DEPOSIT23/1/1

Date :

23-JAN-2014

Bujiso

Receiving Officer



THE UNITED REPUBLIC OF TANZANIA

FORM MTE 6

THE MINING ACT, 2010

THE MINING (MINERAL TRADING) REGULATIONS, 2010

Made Under Section 73

DEALER LICENCE

00000396

No.

Licence is hereby granted to (full name) M/S DIAMONDS PRO LIMITED

(full address) PO BOX 21393 DAR ES SALAAM

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

PLOT NO 66, FOCALINA ROAD, MALARUBA, MUKOMENJENCE, KINONDONI DISTRICT

This licence is issued subject to the following terms and conditions

ALL TERMS AND CONDITIONS OF THE MINING (MINERAL TRADING) REGULATIONS 2010 AND IT EXPIRES ON 30TH JUNE 2016

Dated at DAR ES SALAAM this 17TH day of DECEMBER 20 13

(Signature)
Office

ZONAL MINES OFFICER, EASTERN ZONE

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

CTIN: 1723803

ISO 9001 : 2008 Certified



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION

FOR

TAXPAYER IDENTIFICATION NUMBER (TIN)

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

THIS IS TO CERTIFY THAT

DIAMOND PRO LIMITED

.....

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

122-711-528

.....

with effect from 16-12-2013
.....



P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

SUB LEASE AGREEMENT

BETWEEN

OVERSEAS EDUCATION AGENCY
(THE LESSOR)

OF

P.O. BOX 21393
DAR ES SALAAM-TANZANIA

AND

DIAMOND PRO LIMITED
(THE LESSEE)

OF

P.O. BOX 21393
DAR ES SALAAM-TANZANIA

DECEMBER, 2013

SUB LEASE AGREEMENT

BETWEEN: LESSOR OVERSEAS EDUCATION AGENCY

P.O. BOX 21393
DAR ES SALAAM

**Represented by: MARYAM RASHID
DIRECTOR**

AND: LESSEE: DIAMOND PRO LIMITED

P.O. BOX 21393
DAR ES SALAAM

**Represented by: ABBAS H. NASSER
DIRECTOR**

WHEREAS

The Lessor is the Bonafide Tenant of the property, comprised in and known as Plot No. 36, Mlalakuwa Mikocheni B, Kinondoni Municipality Dar es Salaam, being desirous to sub lease part of the demised premises to the Lessee to occupy for legal commercial purposes.

AND WHEREAS

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

IN CONSIDERATION of the Lessee paying the Lessor the Annual Rent of Tshs. 1,200,000/= (One Million Two Hundred thousand only) payable in advance, the Lessor hereby agrees. This Agreement will be for three (3) years starting from the 16th December, 2013 and renewable after every twelve months.

THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS follows:-

1. The Lessee agrees to pay Tshs. 1,200,000/= (One Million Two Hundred thousand only) for rental up to 15th December, 2014 and future rent payments being twelve months rental in advance payable on the 15th December of every year thereafter;
2. To keep the interior of the demises premises, including windows, fittings and additions thereto minimum tenantable condition throughout the term and to yield up the same in such condition at the termination of the tenancy;
3. To permit the Lessor and his agents at all reasonable times to enter upon and examine the condition of the demised premises.
4. To pay the relevant water, electricity and telephone bills throughout the tenancy period.

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

On this **16th** day of **December, 2013**)
Signed by **MARYAM RASHID, Director**)
For and on behalf of the Lessor)
OVERSEAS EDUCATION AGENCY)
Bonafide Tenant of the premises on)
Plot No. 36, Mlalakuwa Mikocheni B,)
Kinondoni Municipality Dar es Salaam,)

Maryam Rashid
.....
MARYAM RASHID

OVERSEAS EDUCATION AGENCY
P.O. Box 21393
DAR ES SALAAM

Witness

Name: *FELIX SHAYO MBUYA*)

Signature: *[Signature]*)

Date: *12/12/2013*)



On this **16th** day of **December, 2013**)
Signed by **ABBAS H. NASSER, Director**)
For and on behalf of the Lessor)
DIAMOND PRO LIMITED)

Abbas H. Nasser
.....
ABBAS H. NASSER



Witness

Name: *FELIX SHAYO MBUYA*)

Signature: *[Signature]*)

Date: *12/12/2013*)



copy of 507

Ref: P-177/13

Date: 15th January, 2014

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

Re: **DIAMOND PRO LIMITED**
INVESTMENT PROJECT IN TANZANIA

Please be informed that, M/s. ZPro International LLC of P.O. Box 590, Springates East, Government Road Charlestown, Nevis, Federation of St. Kitts and Nevis is a majority Shareholder of the above mentioned Company, registered in Tanzania and of P.O. Box 21393, Dar es Salaam, is a client of this Branch of HSBC Bank Group.

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

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

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

Sincerely yours,



James Becket
Manager - Corporate Banking

DIAMOND PRO LIMITED

BOARD RESOLUTION


The Board of Directors at their sitting on 23rd December, 2013 had made the following Resolution:-

1. Project Proposal


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

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

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


.....
SERGEY KALASHNIKOV
Director and
Chairman of the Board


Date:..... 23/12/2013


.....
ABBAS H. NASSER
Director

Date:..... 23/12/2013

**THE FOREGOING IS TRUE AND CORRECT EXTRACT
OF THE BOARD RESOLUTION DATED 23RD DECEMBER, 2013**

BY ORDER OF THE BOARD


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



TANZANIA INVESTMENT CENTRE

REGISTRATION FORM

FOR

CERTIFICATE OF INCENTIVES

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

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

(Please fill the form in duplicate)

UNITED REPUBLIC OF TANZANIA

THE TANZANIA INVESTMENT ACT
(No. 26 of 1997)

APPLICATION FOR REGISTRATION
(Made under Regulation 42)

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

1. I/We **ABBAS H NASSER**
DIAMOND PRO LIMITED
(director/directors/agent of

(name of business enterprise) apply for registration of **CERTIFICATE OF INCENTIVES**

under Section 17 of the Act and Part IV of the Investment Regulations, 2002.

2. The registered office of the company will be situated at **PLOT 36**
MLALAKUWA, MIKOCHE NI B, DAR ES SALAAM

Copies of the following documents are attached to this application:

- (i) The Memorandum and Articles of Association/or partnership agreement
- (ii) Certificate of Incorporation/Registration
- (iii) A copy of the Project Profile or Feasibility Study showing the implementation period, programme of implementation and operative date
- (iv) Evidence of financing and evidence of land ownership for the project

3. The Head Office of the Company will be situated at **PLOT 36, MLALAKUWA MIKOCHE NI**
DAR ES SALAAM

4. The Principal Officers of the Company are
ABBAS H NASSER
SERGEY KALAKSHNIKOV

5. Auditors of the Company are
MANGISHO & CO
AUDITORS AND ACCOUNTANTS DAR ES SALAAM

6. The authorized share capital of the Company is Tshs./US\$
TSH. 100,000,000/=

7. The intended capital investment of the Company in terms of Section 2(2) of the Act
is Tshs./US\$ 350,000
8. The month and day of the financial year end is 31 DECEMBER

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

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

TIC RECEIPT NO.008078 FOR USD 100 Being the Registration Fees. *In the event this application is unsuccessful we understand that this fee will not be refunded.*

I, **ABBAS H NASSER** of Post Office Number **21393**

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

authorized agent of **DIAMOND PRO LIMITED**

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

Declared at Dar es Salaam }
..... }

The 27 day of January 2014 }
..... }


Applicant

Before me:


.....
Commissioner for Oaths



APPLICATION SUMMARY

Company Name: **DIAMOND PRO LIMITED**
 Certificate of Incorporation Number: **104549** Status: **PRIVATE LIMITED LIABILITY COMPANY**
 Certificate of Incorporation Date: **13/12/2013**
 Post Box: **21393**
 Town: **DAR ES SALAAM**
 Sector: **MANUFACTURING** Sub-Sector: **DIAMOND/GEMSTONE CUTTING, POLISHING**

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity	Local Equity	Foreign Loan	Local Loan
USD 325000	25000

Project Objectives: **TO ESTABLISH DIAMOND & GEMSTONE CUTTING AND POLISHING FACILITY**

Capacity: **2400 CARATS P.Y**

Employment: Foreign: **2** Local: **13** Total: **15**

Implementation Period: **TWO YEARS**

Project Location

Site/Plot/Block No.: **36 MLALAKUWA, MIKOCHE NI**
 Street: **COCACOLA RD** District: **KINONDONI** Region: **DAR ES SALAAM**
 (Attach sketch map showing project location)

Shareholders	Nationality	%
ZPr® INTERNATIONAL LLC	ST.KITTS	75
ABBAS H NASSER	TANZANIA	25
.....
.....
.....

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

Land/Building	\$ 50000
Plant	150000
Vehicles	45000
Furniture & Fittings	15000
Pre-expenses	5000
Others	10000
Working Capital	75000
TOTAL	350000

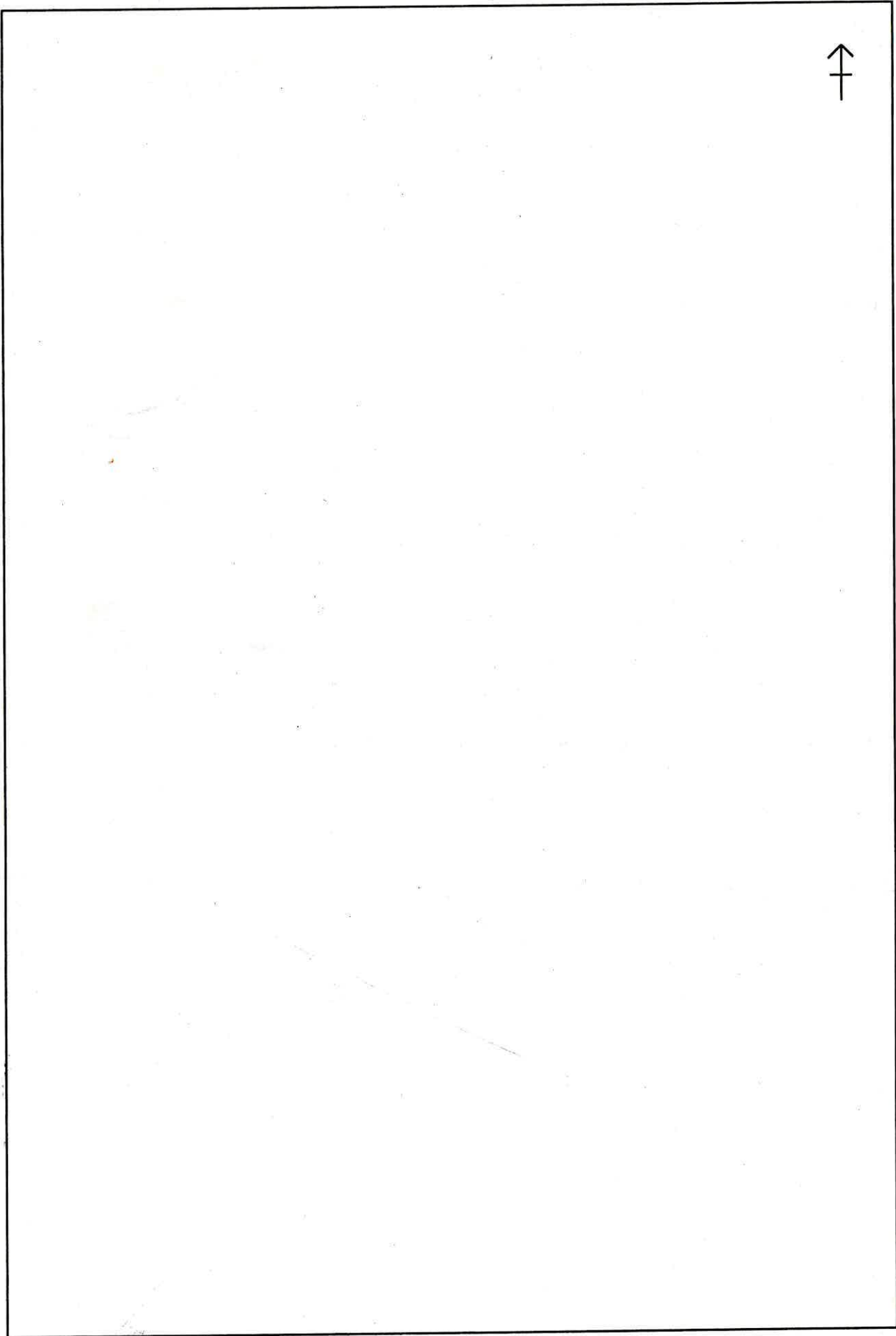
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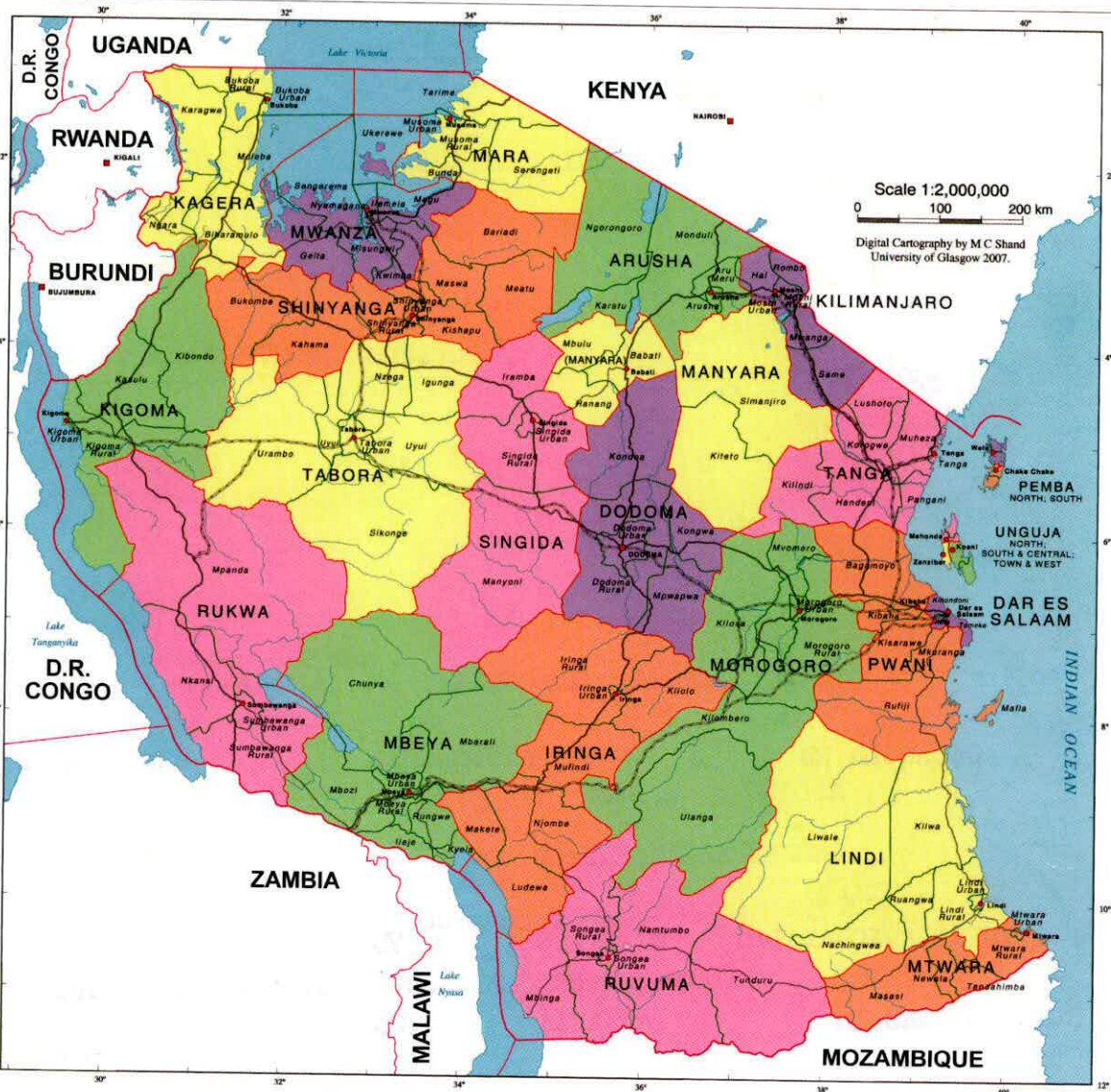
Name: **ABBAS H NASSER** Title: **DIRECTOR**
Telephone: **0713 602610** Fax: **2780921**
Email: **ahnasser@consultant.com**

Payments to be made payable to:

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

SKETCH MAP SHOWING PROJECT LOCATION





DIAMOND PRO LIMITED

-Diamond and Gemstone Cutting and Polishing Facility-

Cell: +255-787-602610 +255-713-602610 E-mail: ahnasser@consultant.com

P.O. Box 21393, Dar es Salaam-Tanzania

Ref: DPL/G-01/14

Date: 27th January, 2014

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



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

Please be informed that this company has recently been incorporated and registered by the Registrar of Companies at Business Registration Licensing Agency on 13th December, 2013 and issued with a Certificate of Incorporation No. 104549 of the same date.

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

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

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

We hope to receive your approval at the earliest.

Sincerely yours,
For DIAMOND PRO LIMITED

A handwritten signature in blue ink, appearing to read 'A.H. Nasser'.

A.H. Nasser
DIRECTOR



TIC Evaluation Report

Name of the Company
Diamond Pro Limited

Post Box	Coca Cola Road, Plot No. 36, Mlalakuwa, Mikocheni Area	COI Number	104549	Contact	Mr. Abbas H. Nasser
Post Office	21393	COI Date	13/12/2013	Designation	Director
Region	Dar Es Salaam	Application F. No	11657	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0713 602 610
		Sub Sector	Diamond/Gemstone Cutting, Polishing	Fax	0
		File No	042605	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD			
Plot/Block	Plot No. 36 Mlalakuwa, Mikocheni Area	Foreign Equity	Local Equity	Foreign Loan	Local Loan
Street	Coca Cola Road	0.325	0.025	0	0
District	Kinondoni				
Region	Dar es Salaam				

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.05
Abbas H. Nasser	Tanzanian	25	Plant	0.15
ZP & International llc	St.Kitts	75	Vehicles	0.045
			Furniture & Fittings	0.015
			Pre-expenses	0.005
			Others	0.01
			Working Capital	0.075
			Total	0.35

Employment	15	Evaluated By	wf officer3
Capacity	2400 carats pa.	Drawn By	wf regist3
Project Turn Over		Project Type	Mixed(Local & Foreign)

Description

To establish diamond & Gemstone cutting and Polishing Facility

Recommendations

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

Decision



TICC/PP.10/042605/3

10/02/2014

Managing Director,
Diamond Pro Limited
P.O. Box 21393
DAR ES SALAAM

RE: CERTIFICATE OF INCENTIVES FOR DIAMOND & GEMSTONE CUTTING AND POLISHING FACILITY

We wish to acknowledge receipt of your project proposal to establish and operate establish diamond & Gemstone cutting and Polishing Facility as presented in the TIC P.A. 1 Form No. 11657 and Feasibility Study with a projected investment amounting to USD 0.35m.

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.

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:-

TICC/PP.10/042605/3

10/02/2014

*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

042605

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 REC015014

No. 008867

Received from : **DIAMOND PRO LIMITED**

Address **P.O. BOX 21393 Dar Es Salaam.**

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



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

Amount : **USD 1,000.00**

Cash / Cheque No: **D/Deposit**

Date : **03-Apr-2014**

BUiso

Receiving Officer



00220791

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042605

This is to certify that

.....
DIAMOND PRO LIMITED
.....

of address **P.O. BOX 21393**

..... **DAR ES SALAAM**

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

..... **DIAMOND PRO LIMITED**

..... **PLOT NO. 36 MLALAKUWA MIKOCHENI AREA**

Which is located at

..... **COCA COLA ROAD KINONDONI**
..... **DAR ES SALAAM**

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

.....
Executive Director

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

Dated **10TH FEBRUARY, 2014**



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

1. Shareholders

	Nationality	Shareholding (%)
<u>Abbas H. Nasser</u>	<u>Tanzanian</u>	<u>25</u>
<u>ZPro International LLC</u>	<u>St. Kitts</u>	<u>75</u>
.....
.....

2. Proposed Activities: To establish diamond & Gemstone cutting and Polishing facility

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

4. Investment cost: Foreign USD 0m. Local USD 0.35m. Total USD 0.35m

5. Project Financing: Equity USD 0.35m. Loan USD 0m. Total USD 0.35m.

6. Source, terms and conditions of loan: -

7. Assets to be invested:

	Foreign	Local	Total
Capital items:	<u>USD 0m.</u>	<u>USD 0.35m.</u>	<u>USD 0.35m.</u>
Technology Agreement	<u>None</u>		

8. Technology Agreement: None

9. Date of TIC Registration: 10th February, 2014

10. Implementation period: February, 2014 - January, 2017

11. Operative date: February, 2017

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