



SERENGETI INSTANT  
COFFEE

(1)

**EXD**

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

(a) Minimum finance investment threshold has been exceeded, the project expects to invest US\$ 0.825.....

(b) Legal entity has been incorporated under certificate No. 63648..... of 04/01/08.....

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

Submitted for signature.

N. A. Senzia

**DIF**

11<sup>th</sup> March 2009

**EXD**

In response to the TIC letter of registration dated 11<sup>th</sup> March 2009.....

the project has submitted the required documents namely: -

(a) Company Board Resolution.

(b) Reference letter/Financing from WMB LTD.....

(c) (Commercial lease) Commercial lease, title deed and affidavits of witnesses of land.....

With the above submission EXD is requested to sign Certificate of Incentives No. 041656..... herein attached.

27/4/2009

DIF

MINUTE

PAGE NO. \_\_\_\_\_



No 00215536

THE UNITED REPUBLIC OF TANZANIA

# Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 041656

## This is to certify that

SERENGETTI INSTANT COFFEE LTD

of address P.O. BOX 7677

DAR ES SALAAM

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

SERENGETTI INSTANT COFFEE LTD

Which is located at PLOT NO. 301, JANGWANI BEACH

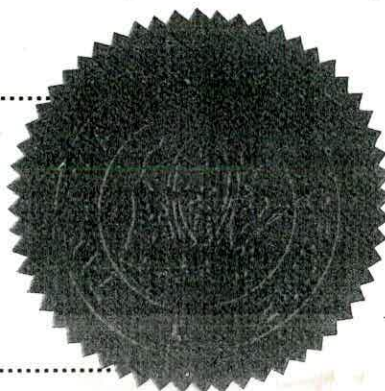
KINONDONI - DAR ES SALAAM

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 27TH APRIL 2009



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

1. Shareholders  

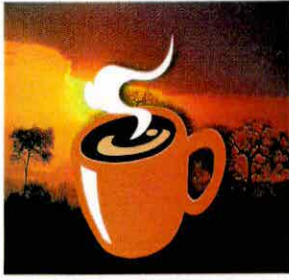
Shareholders	Nationality	Shareholding (%)
Evan Nyegeza Mulokozi	Tanzanian	33.4
Emmanuel Nestory Kaigarula	Tanzanian	33.3
Albert Gao Nkinda	Tanzanian	33.3
2. Proposed Activities : To establish a coffee processing project
3. Sector: Manufacturing Subsector Coffee processing
4. Investment cost: Foreign - Local USD 0.825m. Total USD 0.825m.
5. Project Financing:  
Equity: USD 0.725m. Loans: USD 0.1m. Total: USD 0.825m.
6. Source, terms and conditions of loan
7. Assets to be invested:  

Capital items:	Foreign	Local	Total
	-	USD 0.825m.	USD 0.825m.
8. Technology Agreement None
9. Date of TIC Registration: 11th March 2009
10. Implementation period March 2009 - February 2012
11. Operative date: March 2012
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 <sup>And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997</sup>
- (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





**Serengetti Instant Coffee**  
**SAMORA AVENUE,**  
**KELVIN HOUSE 1ST FLOOR**  
**P.O.BOX 7677**  
**DAR ES SALAAM,**  
**TANZANIA**  
**T: +255 22 212688/76**  
**F: +255 22 212678**

MKURUGENZI MTENDAJI  
TANZANIA INVESTMENT CENTRE  
BOX 938  
DAR-ES-SALAAM

20 Aprili, 2009.

**YAH: BARUA KUTOKA BANK (ACCOUNT YA KAMPUNI)**  
**HATI YA KIWANJA MAHALI KIWANDA KILIPO**

Ndugu,

Kichwa cha habari hapo juu chausika.

Tulileta maombi kwako tukiomba kuwa wanachama wa TIC tulikubaliwa kwenye barua yako yenye kumbukumbu No: TIC/PP.10/041656/3 ya tare he 11 Machi, 2009 hata hivyo barua ilitutaka kuleta barua kutoka bank inayotumiwa na kampuni yetu.

Pia tulitakiwa kuleta hati yakiwanja mahali kiwanda kilipo.

- Ndugu pamoja na barua hii naambatanisha barua ya NMB ambayo ndiyo benki inayo tumiwa na kampuni.
- Kuhusu hati ya kiwanja kwenye maombi yetu ya hawali tuliambatanisha hati ya Evan Mulokozi(mwenye jengo) pia ni mkurugenzi kwenye kampuni hii,pia iliambatanishwa na kiapo,kinacho idhinishwa na yeye kwa utoaji wa jengo hilo kwa kampuni.

Ndugu, naomba ieleweke kuwa kazi ya SERENGETTI INSTANT COFFEE LTD. kwa sasa inafanya kazi ya processing na packing tu. Wakati kazi ya manufacturing inafanyika BUKOBA (TANICA).

Na kwenye maombi yetu tulionyesha malengo yetu ya baadae kuwa tuna mategemeo ya kununua ardhi kwa ajili ya uzalishaji maeneo ambayo ni 'industrial area' hivi sasa processing inayofanyika ni nyepesi ambayo inafanyika ndani ya eneo lisilozidi square foot 1500 ambalo halihitaji kuwa ndani ya 'industrial area'.

Tunatanguliza shukrani

Wako katika ujenzi wa Taifa  
**SERENGETTI INSTANT COFFEE LTD**

  
**E. Kaigarula**  
**DIRECTOR OF OPERATIONS.**



**MSASANI BRANCH,  
P.O.BOX 33841,  
TEL: 2666191/2668871  
Fax ; 2668872  
25<sup>th</sup> March 2009**

**To;  
Tanzania investment centre  
Shaaban Robert  
P.o Box 938  
Dar es salaam  
Tanzania**

**RE: SERENGETI INSTANT COFFEE Ltd**

Refer to the the heading above,

I would like to inform you that the above named company is our customer with  
Account number 2266600045 for your reference.

So kindly assist them accordingly,

**NATIONAL MICROFINANCE BANK LTD.  
Msasani Branch 162107, Dar-es-Salaam**

*Branch Manager*

**TEMBA IBRAHIM SENKORO  
BRANCH MANAGER**

TICC/PP.10/041656/3

11<sup>th</sup> March 2009

Managing Director,  
Serengeti Instant Coffee Ltd,  
P.O. Box 7677,

**DAR ES SALAAM.**

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE  
ESTABLISHMENT OF COFFEE FOR LOCAL AND EXPORT MARKET**

We wish to acknowledge receipt of your project proposal to process coffee as presented in the TIC P.A. 1 Form No.07746 and Feasibility Study with a projected investment of USD 0.825m.

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

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

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

.../2

TICC/PP.10/041656/3

11<sup>th</sup> March 2009

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

Yours sincerely,  
**Tanzania Investment Centre**

  
B. D. Chonjo  
**Ag. EXECUTIVE DIRECTOR**

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

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

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



# TIC Evaluation Report

Name of the Company  
Serengeti Instant Coffee Ltd.

Post Box	Kilongawima, Kuturu Nyumba No. Kvn/Kil/174	COI Number	63648	Contact	Mr. Evan Mulokozi
Post Office	7677	COI Date	04/01/2008	Designation	Managing Director
Region	Dar Es Salaam	Application F. No	07746	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0754 611 091
		Sub Sector	Coffee Processor	Fax	022 2122678
		File No	041656	E-Mail Address	Evan.Mulokozi@Sic.Co.Tz Or Evan.Mulokozi@Sic.Co.Tz

## Investment Finance Plan in Millions USD

Project Location		Foreign Equity	Local Equity	Foreign Loan	Local Loan
Plot/Block	Kituru Nyumba No. KVN/KILL/174	0	0.725	0	0.1
Street	Kilongawima				
District	Kinondoni				
Region	Dar es Salaam				

## Shareholders Detail

Name	Nationality	(%)
Emmanuel Kaigarula	Tanzanian	33.3
Albert Mkinda	Tanzanian	33.3
Evan Mulokozi	Tanzanian	33.4

## Investment Breakdown (USD Million)

Land/Building	0.4
Plant	0.175
Vehicles	0.15
Furniture & Fittings	0.005
Pre-expenses	0.015
Others	0.03
Working Capital	0.05
<b>Total</b>	<b>0.825</b>

Employment	7	Evaluated By	Zakaria kingu
Capacity	4-20 container per month	Drawn By	Sarah Registry
Project Turn Over			

### Description

To establish a project for coffee processing for local and export markets

### Recommendations

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

### Decision

*Approved*  
*By: F.O*  
*07-03-09*



**Serengetti Instant Coffee**  
**SAMORA AVENUE,**  
**KELVIN HOUSE 1ST FLOOR**  
**P.O.BOX 7677**  
**DAR ES SALAAM,**  
**TANZANIA**  
**T: +255 22 212688/76**  
**F: +255 22 212678**



**Managing Director**  
**Tanzania Investment Centre**  
**Dar es salaam, Tanzania**

**10/11/2008**

**RE: APPLICATION FOR TIC CERTIFICATE**

Kindly refer to the letter head above; Serengetti Instant Coffee is a wholly Tanzanian owned company that is located along Samora Avenue in Dar es Salaam. Serengetti Instant coffee is involved with all aspects of coffee processing for sales in both local and international markets. The nature of our business requires that we procure industrial specific machinery for the processing of the coffee. These machines can not be manufactured or procured locally but rather have to be custom ordered from specific manufacturers found abroad.

Kindly accept this letter as our formal request to apply for a TIC certificate so as to allow us to import these capital goods under appropriate tax breaks.

Your assistance in this matter is greatly appreciated.

Yours Sincerely

Evan Mulokozi  
Managing Director

5636

0746



# TANZANIA INVESTMENT CENTRE

## REGISTRATION FORM

FOR

## CERTIFICATE OF INCENTIVES

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

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

(Please fill the form in duplicate)

FORM P.A. 1

SERIAL NO.: 5636

TICN: 07746



## 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. 2116328

Fax. 2118253

e-mail: [information@tic.co.tz](mailto:information@tic.co.tz)

Website: [www.tic.co.tz](http://www.tic.co.tz)

(Please fill the form in duplicate)

THE 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 EVAN MULOKOZI, ALBERT MUNDA, EMMANUEL KAIGARULA  
(director/directors/agent of SERENGETTI INSTANT COFFEE LTD  
(name of business enterprise) apply for registration of SERENGETTI INSTANT COFFEE LTD  
under Section 17 of the Act and Part IV of the Investment Regulations, 2002.

2. The registered office of the company will be situated at 1<sup>ST</sup> FLOOR  
KELVIN HOUSE, SAMORA AVENUE - 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 1<sup>ST</sup> FLOOR KELVIN HOUSE DSM.

4. The Principal Officers of the Company are EVAN MULOKOZI,  
ALBERT NKINDA, EMMANUEL KAIGARULA.

5. Auditors of the Company are S.K. ASSOCIATES.

6. The authorized share capital of the Company is Tshs./US\$ 1,000,000/2  
(Shillings One Million only)

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 825,000/= (US Dollars Eight hundred twenty five thousand)
8. The month and day of the financial year end is 31ST DECEMBER

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

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

I, EVAN MULOKOZI of Post Office Number 7677  
DAR ES SALAAM do solemnly and sincerely declare that I am a director/duly

authorized agent of SERENGETI INSTANT COFFEE LTD

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

Declared at Dar es Salaam }  
The 4 day of December 2008 }

  
Applicant

Before me:



.....  
Commissioner for Oaths



Attach only where applicable, otherwise indicate "N/A"

**APPLICATION SUMMARY**

Company Name: SERENGETI INSTANT COFFEE LTD

COI Number: 63648 Status: LTD

Post Box: 7677

COI Date: 4th JAN 2008

Town: DAR-ES-SALAAM

Sector: ILALA

Sub-Sector: .....

**Investment Financing Plan in Million US\$/Tshs.**

Foreign Equity	Local Equity	Foreign Loan	Local Loan	Total
.....	<u>\$725,000</u>	.....	<u>\$100,000</u>	<u>\$825,000</u>

Project Objectives: To provide quality and affordable coffee products for the local and foreign markets.

Capacity: 4-20' Container per Month.

Employment: Foreign: ..... Local: 7 Total: 7

Implementation Period: already in progress 1 year

**Project Location**

Site/Plot/Block No.: KITURU NYUMBA NO KUN/KU/174

Street: KILONGANIMA District: KINDUNDONI Region: DAR-ES-SALAAM  
 (Attach sketch map showing project location) KATI KUNDUCHI.

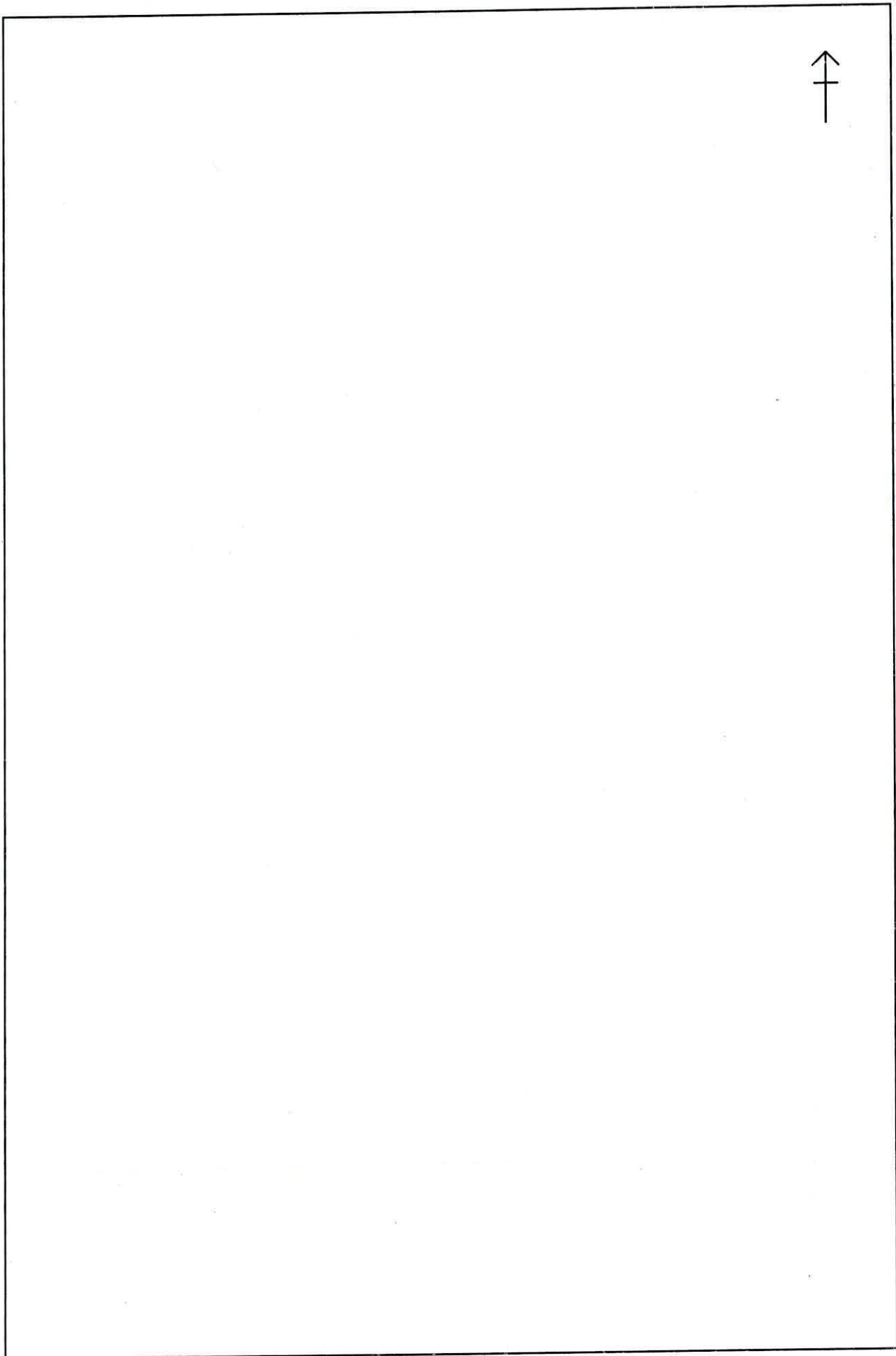
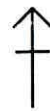
Shareholders	Nationality	%
<u>EVAN MULOZI</u>	<u>TANZANIAN</u>	<u>33.3</u>
<u>ALBERT MUKINDA</u>	<u>TANZANIAN</u>	<u>33.3</u>
<u>EMMANUEL KATGARUA</u>	<u>TANZANIAN</u>	<u>33.3</u>
.....	.....	.....
.....	.....	.....

Investment Breakdown	US\$/Tshs.M
Land/Building	\$ 400,000
Plant	\$ 175,000
Vehicles	\$ 150,000
Furniture & Fittings	\$ 5,000
Pre-expenses	\$ 15,000
Others	\$ 30,000
Working Capital	\$ 50,000
<b>TOTAL</b>	<b>\$ 825,000</b>

**Contact Details:**

Name: EVAN MULOKOZI Title: MANAGING DIRECTOR  
 Telephone: +255 754 611091 Fax: +255 22 2122678  
 Email: evan.mulokozi@sic.co.tz  
evan.mulokozi@sic.co.tz

SKETCH MAP SHOWING PROJECT LOCATION







**Serengetti Instant Coffee**  
SAMORA AVENUE,  
KELVIN HOUSE 1ST FLOOR  
P.O.BOX 7677  
DAR ES SALAAM,  
TANZANIA  
T: +255 22 212688/76  
F: +255 22 212678

**Managing Director**  
Tanzania Investment Centre  
Dar es salaam, Tanzania

**BOARD OF DIRECTORS RESOLUTION**

**10/11/2008**

**RE: RESOLUTION TO APPLY FOR TIC CERTIFICATE**

In its extra ordinary meeting of the Board of Directors of Serengetti Instant Coffee Limited held at its office along Samora Avenue, the directors in one accord resolved to apply for Tanzania Investment Centre Certificate.

The resolution passed on 10/11/2008 that we should apply for Tanzania Investment Centre Certificate so that the company can be able to enjoy the incentive provided by Tanzania Investment centre for investors.

This resolution is declared and signed by the respective company directors as follows:

Evan Mulokozi  
Director

Emmanuel Kaigarula  
Director

Albert Nkinda  
Director



**Serengetti Instant Coffee**  
**SAMORA AVENUE,**  
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Yours Sincerely

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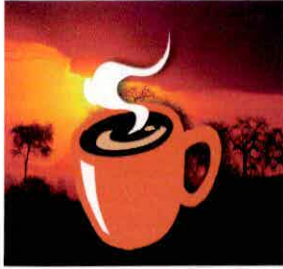
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**Director**

**Albert Nkinda**  
**Director**



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**Director**

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**Director**



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**SAMORA AVENUE,**  
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**Director**

**Emmanuel Kaigarula**  
**Director**

**Albert Nkinda**  
**Director**



# TANZANIA REVENUE AUTHORITY

## Certificate of Registration for Value Added Tax (VAT)

(ISSUED UNDER SECTION 20 OF THE VALUE ADDED TAX ACT NO. 24 OF 1997)

**THIS IS TO CERTIFY THAT  
SERENGETTI INSTANT COFFEE LTD.**

**WHOSE TAXPAYER IDENTIFICATION NUMBER (TIN) IS**

106-416-397

**HAS BEEN REGISTERED FOR VALUE ADDED TAX (VAT)**

**AND ASSIGNED VAT REGISTRATION NUMBER (VRN)**

40-001598-E

**FOR BUSINESS LOCATED AT**

SAMORA AVENUE 744  
DAR ES SALAAM

**WITH EFFECT FROM** 21 April 2008

**GIVEN UNDER MY HAND**

**THIS** 18th **DAY OF** April 2008

*I certify that this is  
a true & Accurate Copy  
of the original*

Signature *[Handwritten Signature]*

Date *20/11/2008*



JOANNES N. A. MALLY  
COMMISSIONER FOR VAT



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



(Established Act of Parliament of the United Republic of Tanzania, The Coffee Industry Act, 23 of 2001)

## LICENCE FOR - INSTANT COFFEE EXPORT

No. TCB/ICE/ 106 .....

M/s ..... SERENGETI I. CO. LTD. ....  
..... P.O. BOX 7677 .....  
..... DAR ES SALAAM .....  
.....

Is here by Licenced to carry out business of :

### INSTANT COFFEE EXPORT

subject to the conditions provided by the Coffee Industry Act No. 2/2001 and conditions overleaf.

Issued on ..... 12TH MARCH, 2008 .....

Expires on ..... 30TH JUNE, 2008 .....

I Certify that this is  
a True & Accurate Copy  
of the original

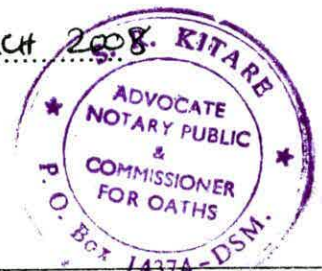
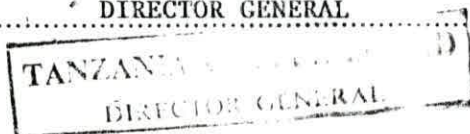
Signature *[Handwritten Signature]*

Date ..... 20/11/2008 .....

Signature ..... *[Handwritten Signature]* .....

Date ..... 12<sup>TH</sup> MARCH 2008 .....

Designation ..... DIRECTOR GENERAL .....



CTIN.:

00219939



# 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

SERENGETTI INSTANT COFFEE LTD.

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

106-416-397

with effect from

06-Feb-2008

I Certify that this is a True & Accurate Copy of the original

Signature

Date

20/11/2008



JOANNES N. A. MALLY

COMMISSIONER FOR DOMESTIC REVENUE

OFFICIAL SEAL

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

TANZANIA



Certificate of Incorporation

Section 15

No 63648

I HEREBY CERTIFY THAT

**SERENGETTI INSTANT COFFEE 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 4TH day of JANUARY

**TWO THOUSAND AND EIGHTY**

I Certify that this is a True & Accurate Copy of the original

Signature

Date

*[Handwritten Signature]*  
20/11/2008



*[Handwritten Signature]*  
Asst. Registrar of Companies



TFN. 226  
(Rev. 2/96)

*Kwera*  
*272*

JAMHURI YA MUUNGANO WA TANZANIA

### LESENI YA BIASHARA

**B** No 01100272

(Imetolewa chini ya Sheria ya Leseni za Biashara Na. 25 ya Mwaka 1972, marekebisho ya mwaka 1980 na masharti yaliyo nyuma)

\*Futa isiyotakiwa.

- 1. Ofisi iliyotolewa... *Komondoni municipal Council*
- 2. Nambari ya Ushuru wa mapato... *LOG 416 397*
- 3. Leseni imetolewa kwa... *Serengeti instant office (i)*  
kuendesha biashara ya... *Repairing of instant coffee*  
katika Wilaya/Kanda\* ya... *Kimondoni Mtaa Kilongompa*  
*Kunduchi*
- 4. Ni ya Shina/Tawi\*  
Ada Sh. *MIL* Nambari ya Stakabadhi */*  
tarehe.....
- 5. Mpya inaendeleza\* muda wa leseni Na *new*  
ya tarehe.....  
(ii) Muda wa leseni hii utaishia 30 Juni, 20.....

Tarehe

*28/10/08*

Sahihi na Muhuri wa Mtoaji Leseni

*BOX 76772 SM*

GP.DSM

I Certify that this is  
a True & Accurate Copy  
of the original

Signature

*[Signature]*

Date

*20/11/2008*



TANZANIA REVENUE AUTHORITY

BUSINESS LICENCE TAX CLEARANCE  
CERTIFICATE N<sup>o</sup> 0081126

Consec. No: \_\_\_\_\_

TANZANIA REVENUE AUTHORITY

TIN No: 106-416-397

P.O. Box 25216

DSM

Date 28-4-2008

To D.T.O ILALA

Re: SERENGETI INSTANT COFFEE LTD

This is to certify that the tax affairs for the past five years in respect of the above named tax payer are in order.

I, therefore, have no objection if a trading licence is issued to the applicant in respect of the following business (es) RETAIL RETAIL OF COFFEE  
AND WHOLE SALE

This certificate is valid only if it is embossed with the official seal, and it should be retained by the licensing authority.

Official Seal

  
for: REGIONAL MANAGER

I Certify that this is  
a True & Accurate Copy  
of the original

Signature Mwambere

Date 28/11/2008



# COMMERCIAL LEASE

BETWEEN

NATIONAL HOUSING CORPORATION



I Certify that this is  
a True & Accurate Copy  
of the original

Signature: [Handwritten Signature]

Date: 20/11/2008

AND

EMMANUEL N. KAIGARULA



DATED 7<sup>th</sup> DAY OF SEPTEMBER 2006

DATE OF COMMENCEMENT 01<sup>st</sup> AUG. 2006

DATE OF EXPIRY 31<sup>st</sup> JULY 2008

**NATIONAL HOUSING CORPORATION**

**LEASE AGREEMENT FOR BUSINESS PREMISES**

Ref. NO. ....

This **LEASE AGREEMENT** is made this <sup>7<sup>th</sup></sup>.....day of Sept.....2006  
**BETWEEN THE NATIONAL HOUSING CORPORATION** a body Corporate established under the National Housing Corporation Act. [an Act of Parliament No. 2 of 1990] and whose postal address is Post Office Box Number **2977** [hereinafter called "**the Lessor**"] of the one part and **AND EMMANUEL N. KAIGARULA** of Post Office Box Number **7677** [hereinafter called "**the Lessee**"] of the other part.

**NOW THIS LEASE WITNESSETH AS FOLLOWS:-**

1. [a] In consideration of the rent hereinafter reserved and of the conditions hereinafter contained being observed by the **Lessee** the **Lessor HEREBY LEASES** to the **Lessee** all that premises measuring **13.12** square meters known as Apartment No. **115** House No....-.....Flat No....-.....situated and erected on Plot No. **744** Block No. **7** along **SAMORA** Street within the City/Municipality/ Township of **DAR ES SALAAM** [hereinafter called "the Demised Premises"]. **TO HOLD** the same unto the **Lessee** for a term of Two years [2] commencing from **01<sup>ST</sup> AUGUST 2006** and expiring on **31<sup>ST</sup> JULY 2008** subject nevertheless to the provisions for review, termination and renewal hereinafter contained.

[b] **WHEREAS** the Lessee desires to lease the said demised premises for the said term, at the rental and upon the covenants, conditions and provisions herein set forth.

2. **THEREFORE**, in consideration of the mutual promises herein, contained and other good and valuable considerations herein it is agreed that;

The monthly rent for the said period shall be **TSHS/USD FORTY THREE THOUSAND NINE HUNDRED ONLY (43,900/=)** per month inclusive of VAT payable in advance on the first week of each and every succeeding months during the term of this agreement at the office of the Corporation situated at Plot No. **2203** unless otherwise arranged.

3. **THE LESSEE HEREBY COVENANTS** with the **LESSOR**, as follows:-

I Certify that this is  
a True & Accurate Copy  
of the original

Signature Emmanuel N. Kaigarula  
Date 20/07/2008

915 485

**S. R. KITARE**  
ADVOCATE  
NOTARY PUBLIC  
COMMISSIONER  
FOR OATHS

### Rent and Other Payments

- [a] To pay during the term of lease the said rent hereinabove reserved punctually on the days and the manner aforesaid whether formerly demanded or not, without any deductions whatsoever.
- [b] To pay the **Lessor** by way of deposit **TSHS/USD ONE HUNDRED AND ELEVEN THOUSAND FIVE HUNDRED AND TEN ONLY (111,510/=)** as security deposit for the due performance of the **Lessee's** covenants and obligations under the lease. Such deposit shall be refundable on the expiration of the lease but at no interest and subject to the Landlord's right to offset against it any amount lawfully owed to it by the **Lessee**.
- [c] All rates, taxes, assessments, duties, charges, impositions and any other costs of a similar nature which are now or during the Term shall be charged, assessed or imposed upon the demised premises or upon the owner or occupier of them, **PROVIDED** that this covenant shall not oblige the Lessee to pay any taxes which are, by statute, payable by the **Lessor**.
- [d] In addition to rent, Valued Added Tax [VAT] [or any tax of a similar nature that may be substituted for it or levied in addition to it] and stamp duty chargeable in respect of any payment made by the **Lessee** under any of the terms of or in connection with this lease or in respect of any payment made by the **Lessor** for such payment, save where such tax or duty is by law recoverable from the **Lessor**.

### Charges For Utilities

- [e] To pay, bear and discharge all charges for water, electricity and light used or consumed in the demised premises and for all telephone charges whether for calls made or otherwise, in respect of the telephones [if any] located in the demised premises;
- [f] To pay all service charges imposed by the City, Municipal, Township or District Authority attributable to the demised premises;

### 4. Repair, Cleanliness and Replacement of Fixtures

- [a] To maintain the demised premises in a clean, sanitary condition and to bear, pay and discharge all sewerage and

I Certify that this is  
a True & Accurate Copy  
of the original

Signature *S. R. Kitare*

Date 20/11/2008



cesspit emptying charges attributable to the demised premises.

- [b] To use the said premises for the purpose of **COMMERCIAL** only and not to change the use thereof without prior written consent of the **Lessor** and to abide by the conditions embodied in such consent
- [c] At all times to undertake maintenance of the interior of the demised premises and the wood work, plaster and floor surface and all the appurtenances thereof including doors, windows, water taps, basins, internal sanitary apparatus, electric wires and lights, fittings and all the **Lessor's** fixtures and fittings, waste water drains and other pipes, and the painting and decoration thereof in good, clean, and tenantable repair [fair wear and tear damage by accidental fire and act of Force Majeure excepted] throughout the period of lease and to yield up to the **Lessor** the demised premises in the same state as at the beginning of the lease.
- [d] To comply with the requirements of the **LESSOR** as to collection of refuse by observing all the City, Municipal, Township and District health regulations which may include but not conclusively the removal from the premises of all waste materials arising from acts or omissions of the tenant such as peelings, discarded motor vehicles, scrap metals, tires, rubbles, tree branches, cut grass from lawns and hedges and to dispose of such wastes in a safe manner as may be required by such City Municipal, Township or District health regulations.
- [e] To be responsible for and to indemnify the **Lessor** the cost of making good any stoppage or damage to the drainage system and against all damages occasioned to the demised or any other part of the building or any adjacent or neighboring premises or to any person which shall be caused by any act, default or negligence, carelessness or misuse of the **Lessee** and his/her family, visitors, servants or licensees and to every such stoppage or damage shall be presumed to have been caused by such negligence contrary to the satisfaction of the **Lessor**.
- [f] To reimburse the **Lessor** the cost of any special cleaning necessitated by reason of having allowed the demised premises to become dirty and vermin us.
- [g] To reimburse the **Lessor** the cost of repairing any damage done to the demised premises or to the fixtures and fittings [other than that resulting from fair wear and tear]

I Certify that this is  
an accurate Copy  
of the original  
Signature [Signature]  
Date 20/11/2008



5. **Lessors' Right of Entry:**

- [a] To permit the **Lessor** or its agents with or without workmen or all persons authorized by them.
- [b] To enter upon the demised premises at all reasonable time of the day for the purpose of ascertaining that the covenants, terms and conditions of this Lease have been observed and performed.
- [c] To view the state of repair and condition of the demised premises thereof and carry out repairs and other works in accordance with the **Lessor's** covenants hereinafter contained, or in the case of any defects or want of repair falling within the **Lessee's** covenants to give one month's notice in writing to the to the **Lessee** to repair such defects or want of repairs.
- [d] To give to the **Lessee** [or leave upon the demised premises] a notice specifying any repairs, cleaning, maintenance and painting that the Lessee has failed to execute in breach of the terms of this Lease Agreement and to request the **Lessee** to execute the same as soon as reasonable practicable.
- [e] To provide access to the **Lessor** and his authorized agents at reasonable times and upon reasonable prior notice, for the purposes of undertaking any work to the demised premises or that of any adjoining **Lessee**, which may be required to be undertaken by the **Lessor**.
- [f] If within one month of the service of such a notice as referred to in Clause 5[c], the **Lessee** shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within two months or if in the **Lessor's** reasonable opinion the Lessee is unlikely to have completed the work within such period to permit the **Lessor** to enter the demised premises to execute such work as may be necessary to comply with the notice and to pay to the **Lessor** the cost of so doing and all expenses properly incurred by the **Lessor** in connection therewith including legal costs and surveyor's fees] within fourteen days of a written demand.

I Certify that this is  
a True & Accurate Copy  
of the original

Signature

Date



[g] Subject to clause 5[d] above the **Lessee** is required within a period of one month from the receipt of a notice in writing from the **Lessor** in that behalf or sooner if necessary to make good any defects or want of repair found on the said premises for which the **Lessee** is liable hereunder; if the **Lessee** shall not within one month after such notice proceed diligently with the execution of such repairs then it shall be lawful for the **Lessor** [but without prejudice to the right of re-entry hereinafter contained or to any other right or remedy of the **Lessor**] to enter upon the said premises with all necessary workmen and execute such repairs at the expense of the **Lessee** and the costs and expenses thereof shall be due from the **Lessee** to the **Lessor** and forthwith recoverable by action notwithstanding that the carrying of such works in a reasonable and proper manner may cause temporary obstruction, annoyance or inconvenience to the **Lessee** or other occupiers.

6. **Other User Clauses:**

[a] Not to erect any other building, structure, pipe, partition, wire or post upon the demised premises and not to make or suffer to be made any alteration or improvement in or addition thereto not to commit or permit or suffer any waste, spoil or destruction in or upon the demises premises nor to cut, maim or injure or suffer to be cut, maimed or injured any of the roofs, walls, timber, wires, pipes, drains, appurtenances, fixtures or fittings thereto and to report in writing to the Corporation any wants or repair of the structure and external parts of the demised premises **PROVIDED ALWAYS THAT** the **Lessee** shall, subject to prior consent in writing of the **Lessor**, which consent shall not be unreasonably withheld, having been obtained, be permitted to erect or make improvement in addition to the demised premises but all such alterations, improvements and permanent additions shall not be removed at the termination or expiration of the said term unless otherwise agreed with the **Lessor** in writing. The **Lessee** shall make good to the satisfaction of the **Lessor** all damages thereby occasioned to the demised premises and restore the same to their original state and condition.

[b] Not to fix or install any signage on the exterior of the building without the **Lessor's** consent, not to be unreasonably withheld or delayed.

[c] Not to make connection with the pipes that serve the demised premises without the **Lessor's** prior written consent which shall

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a True & Accurate Copy  
of the original

Signature

Date 20/11/2008



not be unreasonably withheld other than in accordance with plans and specifications approved by the **Lessor** and subject to consent to make such connection having been previously obtained from the competent statutory authority.

- [d] Not to do in or near the demised premises any act or thing by reason of which the **Lessor** may under any statute incur, have imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses.
- [e] Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any by-laws applicable to the demises premises or in regard to carrying on in the trade or business for the time being carried in the demised premises.
- [f] Not to do or allow to remain upon the demised premises anything which may be or become or cause a nuisance, annoyance, disturbance, injury or damage to the **Lessor** or its other **Lessees** or to the owners or occupiers of the adjoining buildings.
- [g] Not to use the demised premises as sleeping accommodation or for residential purposes no keep any animal, fish, reptile or bird anywhere on the demised premises.
- [h] Not to use the demised premises for a sale by auction or for any dangerous, noxious, noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purposes.
- [i] Not to stop up, darken or obstruct any external windows or light belonging to the premises, without the **Lessor's** consent, such consent not to be unreasonably withheld or delayed.
- [j] In case of the demised premises having a garden, to be responsible for the cultivation of the garden including trimming of trees, lawns, hedges, shrubs and bushes and maintain them in good order, tidy conditions, properly tendered, fertilized and cultivated and to replace any tree, shrub or bushes which may perish.
- [k] Not to store or bring upon the demised premises and/or the building any articles of a specifically combustible, inflammable or dangerous nature and not to do or permit to be done anything in or upon the demised premises or any part thereof unless such stores are adequately insured and licensed for the premises after having regard to also the neighborhood;
- [l] Not to use or allow the demised premises or any part thereof to be used for any illegal or immoral purposes.

I Certify that this is a true & Accurate Copy of the original  
Signature Mronianthius  
Date 20/11/2008



7. **Notice of Defects**

Upon becoming aware of the same to give notice to the **Lessor** of any defect in the demised premises which might give rise to an obligation on the **Lessor** to do or refrain from doing any act or thing in order to comply with the provisions of this lease or the duty of care imposed on the Lessor pursuant to any Law.

8. **Sub-letting and Transfer of Ownership**

The **Lessor** shall not sublet the premises or any portion thereof, nor cede nor assign nor pledge this lease or any of its rights hereunder without the **Lessor's** prior written consent. Notwithstanding anything to the contrary contained or implied herein in the event of the **Lessee** wishing to sublet, then application for the consent of sub-lease shall be made to the **Lessor in the following manner;**

- [a] In writing setting out the name, address, and business information of the proposed sub-lease.
- [b] Not less than 30 days prior notice to the date on which it is contemplated that the proposed sub-lease shall commence;
- [c] Consent to the sub-lease shall be made subject to immediate rent increase of 50% on the rent charged before grant of consent. In the event that the Head Tenant shall fail to pay rent as required, the Landlord shall terminate the sub-lease and enter into a lease agreement with the sub-tenant without notice to the Head Tenant provided the sub tenant will be ready and willing to pay the outstanding rent arrears if any.
- [d] Refuse to consent to the sub-lease by giving reasons thereof.
- [e] Cancellation of this lease in terms of this clause shall in no way distract from the **Lessor's** right to enforce performance of any obligations to reinstate the leased premises as detailed.

9. **Abandoning Demised Premises**

- [a] Not to cease carrying on business in the demised premises or leave the demised premises continuously unoccupied for more than one month without:-

I Certify that this is  
a True & Accurate Copy  
of the original

Signature

*[Handwritten Signature]*

Date

20/11/2008



- [i] Notifying the **Lessor**; and
- [ii] Providing such caretaking or security arrangements as the **Lessor** shall reasonably require and/or the insurers shall require in order to protect the demised premises from vandalism, theft, damage or unlawful occupation.

10. **Condemnation**

If any legally, constituted authority condemns the building or such part thereof which shall make the leased premises unsuitable for leasing, this lease shall cease when the said authority takes possession, and **lessor** and **lessee** shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by condemning authority.

11. **THE LESSOR COVENANTS** with the **Lessee** as follows:-

- [a] That the **Lessee** paying the rent hereby reserved and observing and performing the several covenants stipulated herein on his part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the **Lessor** or any other person rightfully claiming under or in trust for it.
- [b] The **Lessee** shall in addition have the right in common with the other **lessees** of the building having a similar right of using the entrances, landings, courtyard, terraces, passages and corridors in the said building.
- [c] To pay and discharge all rates, taxes and rent assessments except service charges, charged upon the demised premises by City, Municipal, Township and/or District Authority.
- [d] To keep the said premises in sufficient repair for the same to be usable for the purposes permitted under this agreement **PROVIDED** that the **Lessor** shall not be liable to the **Lessee** for any defect or want of repair under this covenant unless the **Lessor** has sufficient written notice thereof.

12. **PROVIDED ALWAYS** and it is hereby agreed and declared as follows:-

I certify that this is  
a True & Accurate Copy  
of the original

Signature

Date

*S. R. Kitare*

20/11/2008



[i] **Review of Rent**

The monthly rent hereby reserved is liable to be increased or decreased as the case may be by the **Lessor** by giving to a Lessee a notice which is not less than thirty [30] days.

13. **Determination of Lease**

- [a] The Lease may be determined either by the **Lessee** or the **Lessor** by giving one month's written notice to the other party;
- [b] If the **Lessee** shall desire to determine the term hereby granted and shall give to the **Lessor** one month previous notice in writing of such desire and shall up to the time of such determination pay the rent and reasonably observe and perform the covenant on its part hereinbefore reserved and contained then immediately on the expiration of such notice the present demise and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.
- [c] The **Lessor** shall take necessary measures after service of 30 days notice to secure the payment of rent [and other indebtedness] owing from the **Lessee** to the **Lessor** at any time during the subsistence of this lease to become due under the lease and further default of payment the **Lessor** shall take possession of the demised premises and immediately terminate the lease as may be sufficient to recover the arrears of rent or indebtedness;
- [d] In event the **Lessee** ceases to occupy the premises or attempts to sell or remove a greater part of his goods therefrom except with the previous consent in writing of the **Lessor** or if he shall commit any breach of his obligations under the agreement or commit any act of bankruptcy or permit any execution to be levied on his goods on the said premises then the **Lessor** may subject to the provisions of any written law for the time being in force re-enter upon the premises and immediately terminate the lease.

I Certify that this is  
a True & Accurate Copy  
of the original  
Signature \_\_\_\_\_  
Date 20/11/2008



[e] **Delayed Payment**

In the event of default in paying the rent herein reserved, a penalty of 5% shall be levied in addition to the rent payable to the **Lessor**.

15. **GENERAL CLAUSES**

The **Lessor** and **Lessee** further mutually agree and declare as follows:-

**Lessor's Termination Rights:**

If and whenever during the Term:-

- [a] The rent [or any other monies] due under this Lease are outstanding for thirty days after becoming due whether formally demanded or not, or
- [b] There is a breach by the **Lessee** of any covenant or other term of this Lease; or
- [c] The Lessee enters into liquidation whether compulsory or voluntary or amalgamation or reconstruction of a solvent company] or;
- [d] Has a receiver or administrative receiver appointed;
- [e] It shall be lawful for the Lessor or any person or persons duly authorized by the Lessor in that behalf to give written notice to the lessee under section 104 of the Land Act to terminate the lease, if the breach is not remedied within a period of thirty [30] days from the date of service of the notice. The Lessor may further exercise the right of distress for rent as per S.102 of the Land Act 1999 [as amended] in order to attach and auction the property of the Lessee in order to recover the rent arrears if the default persists. Further the Lessor may exercise right of re entry and forfeiture and take possession of the premises thereof as provided under S.101 of Land Act No. 4/99[as amended], if the said notice is not complied with within a given period.
- [f] In the event of the destruction or damage of the premises or any part thereof by fire through no fault of the **Lessee** or occupiers thereof the rent or a fair proportion thereof according to the nature and extent of the destruction or damage [as to which proportion the determination of the **Lessor** shall be final] shall thereupon stand suspended until the premises or the part thereof destroyed or damaged shall have been rebuilt or reinstated and made fit for occupation and use.

I Certify that this is  
a True & Accurate Copy

of the original

Signature

Date 20/11/2008



[g] Failure on the part of the **Lessor** to insist on the terms and conditions herein contained or any of them shall not constitute or be construed as a waiver or relinquishment of the **Lessor's** right thereafter to enforce any such term or condition but the same shall continue in full force and effect.

16. **GOVERNING LAW:**

This Lease shall be governed by and construed in accordance with the Laws of Tanzania.

17. **NOTICES:**

Any notice to be given under this lease may be given by sending the same by post, by the quickest mail available, by hand, by telex, fax addressed to the party concerned at its last official address as provided in this agreement.

18. **TERMINATION:**

This lease shall terminate on the expiry of the lease term herein reserved or by breach of any covenant in the lease.

19. **RENEWAL/TERMINATION:**

Provided that the **Lessee** gives not less than one [1] month written notice prior to the lease expiry of his intention to renew, and the **Lessor** is willing to renew the lease to the **Lessee**, the Lease will be renewed for a further term of two[2] years subject to agreement of terms and conditions between the parties.

Stamp duty, registration charges and other expenses in connection with the preparation of this agreement shall be borne by the **Lessee**.

I Certify that this is  
a True & Accurate Copy  
of the original

Signature

Date

*[Handwritten Signature]*  
Date 20/11/2008



IN WITNESS WHEREOF the Lessor and the Lessee have dully executed these presents in the manner and on the days hereinafter appearing.

SEALED with the Common Seal/Stamp of the said NATIONAL HOUSING CORPORATION and DELIVERED in the presence of us this 7th day of September 2006  
 Signature: [Signature]  
 Postal Address: D.S.M. Box 9634  
 Qualification: BRANCH MANAGER

BRANCH MANAGER  
 NATIONAL HOUSING CORPORATION  
 P. O. Box 9634  
 UPANGA  
 DAR ES SALAAM  
 DAR ES SALAAM

Signature: [Signature]  
 Postal Address: P.O. Box 9634  
 Qualification: REAL ESTATE OFFICER IN CHARGE

SEALED/STAMPED with Common Seal/Stamp of the said LESSEE and DELIVERED in the presence of us this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Signature: \_\_\_\_\_  
 Postal Address: \_\_\_\_\_  
 Qualification: \_\_\_\_\_



SIGNED and DELIVERED by the said Emmanuel N. Kangarula who is known to me personally/identified by me the latter being known to me personally in my presence this 17th day of August 2006  
 Signature: [Signature]  
 Postal Address: P.O. Box 75792  
DAR ES SALAAM  
 Qualification: ADVOCATE

PROTACE G. KATO ZAKE, Esq  
 Advocate, Notary Public and  
 Commissioner for Oaths  
 P. O. BOX 75192  
 DAR ES SALAAM

STAMP DUTY  
 Shs. = 500 = Collected  
 Received this 20/8/08  
 a True & Accurate Copy  
 of the original  
 Signature: [Signature]  
 Date: 20/8/2008



**RENEWALS:**

1. The validity of this lease agreement is extended/renewed up to -----  
----- day of ----- 200---. However, the terms and  
conditions of the lease agreement remain the same.

Signature:-----

Postal Address: P.O. Box -----

Qualifications: **BRANCH MANAGER**

Signature:-----

Postal Address: P.O. Box -----

Qualification: **ESTATE OFFICER IN-CHARGE**

2. The validity of this lease agreement is extended/renewed up to -----  
----- day of ----- 200---. However, the terms and  
conditions of the lease agreement remain the same.

Signature:-----

Postal Address: P.O. Box -----

Qualification: **BRANCH MANAGER**

Signature:-----

Postal Address: P.O. Box -----

Qualification: **ESTATE OFFICER IN-CHARGE**

3. The validity of this lease agreement is extended/renewed up to -----  
----- day of ----- 200---. However, the terms and conditions  
of the lease agreement remain the same.

Signature:-----

Postal Address: P.O. Box -----

Qualification: **BRANCH MANAGER**

Signature:-----

Postal Address: P.O. Box -----

Qualification: **ESTATE OFFICER IN-CHARGE**

Signature:-----

Postal Address: P.O. Box -----

Qualification: **BRANCH MANAGER**

Signature:-----

Postal Address: P.O. Box -----

Qualification: **ESTATE OFFICER IN-CHARGE**

I Certify that this is  
a True & Accurate Copy  
of the original  
Signature *Marian Aho*  
Date *20/1/2008*



**RENEWALS:**

4. The validity of this lease agreement is extended/renewed up to ----- day of ----- 200----. However, the terms and conditions of the lease agreement remain the same.

Signature:-----  
Postal Address: P.O. Box -----

Qualifications: **BRANCH MANAGER**

Signature:-----  
Postal Address: P.O. Box -----

Qualification: **ESTATE OFFICER IN-CHARGE**

5. The validity of this lease agreement is extended/renewed up to ----- day of ----- 200---. However, the terms and conditions of the lease agreement remain the same.

Signature:-----  
Postal Address: P.O. Box -----

Qualification: **BRANCH MANAGER**

Signature:-----  
Postal Address: P.O. Box-----

Qualification: **ESTATE OFFICER IN-CHARGE**

6. The validity of this lease agreement is extended/renewed up to ----- day of ----- 200----. However, the terms and conditions of the lease agreement remain the same.

Signature:-----  
Postal Address: P.O. Box -----

Qualification: **BRANCH MANAGER**

Signature:-----  
Postal Address: P.O. Box -----

Qualification: **ESTATE OFFICER IN-CHARGE**

Signature:-----  
Postal Address: P.O. Box -----

Qualification: **BRANCH MANAGER**

Signature:-----  
Postal Address: P.O. Box -----

Qualification: **ESTATE OFFICER IN-CHARGE**



I Certify that this is a True & Accurate Copy of the original

Signature: *[Handwritten Signature]*

Date: *20/11/2008*

**DECLARATION OF EVAN ERNEST MULOKOZI**



**REGARDING USE OF PREMISES UNDER CERTIFICATE OF TITLE NO. 55563 BY M/S SERENGETTI INSTANT COFFEE LTD**



**I, EVAN ERNEST MULOKOZI** of Post Office Box Number 23461 Dar es Salaam DO HEREBY DECLARE and STATE **as follows:-**


1. **THAT**, I, whose Passport size photograph is fixed above, am an adult, Christian, Tanzania Citizen / resident.
2. **THAT**, I am one of the three Directors of S/M SERENGETTI INSTANT COFFEE LTD, a private company limited by liability duly registered and doing its business under the laws operating in Tanzania.
3. **THAT**, I own the piece of land described as Plot No. 301 Jangwani Beach Dar es Salaam City, under CT No. 55563 for a term of thirty three (33) years from the 1<sup>st</sup> day of July, 2000. **A certified copy of the said Certificate of Title is appended hereby forming part of this declaration.**
4. **THAT**, further to paragraph 3 above, the said piece of land is solely mine and not a matrimonial property.
5. **THAT**, I have offered the said piece of land to M/S SERENGETTI INSTANT COFFEE LTD factory of P.O. BOX 7677 Dar es Salaam for use in her activities of manufacturing and parking of instant coffee.

**I, EVAN ERNEST MULOKOZI**, make this declaration conscientiously believing the same to be true and in accordance with the provisions of the Oaths and Statutory Declarations Act (Cap. 34 R.E. 2002).

Dated at Dar es Salaam this.....<sup>2<sup>nd</sup></sup>.....day of.....<sup>Dec.</sup>.....2008

This Declaration is made and subscribed by the said **EVAN ERNEST MULOKOZI** who is ~~known to me personally~~ / identified to me by Emmanuel Kasparula the latter being known to me personally this.....2nd.....day of.....December.....2008



Signature.....

Name: Protace G.K. Zake

Address: P.O. Box 75192  
Dar es Salaam

Qualification: Advocate



DRAWN BY:-

**RK RWEYONGEZA & CO,**  
**ADVOCATES,**  
**DAR ES SALAAM OFFICE,**  
**AVALON BUILDING 3<sup>RD</sup> FLOOR,**  
**ZANAKI / SOKOINE DRIVE STREET,**  
**P.O. BOX 75192,**  
**DAR ES SALAAM.**



L.O. NO.190931.  
L.D. NO. 193940.

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs. 100/= Paid  
on Receipt No. 12610727  
of 3/01/2001  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs. 3390/= Paid  
on Receipt No. 12610727  
of 3/01/2001  
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA  
CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

The 10<sup>th</sup> day of April two thousand and four.  
Title No. 55563

THIS IS TO CERTIFY that **EVAN ERNEST MULOKOZI** of P.O. Box 23461 **DAR ES SALAAM** (hereinafter called ("the Occupier")) is entitled a Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **thirty** three years from the First day **July, Two thousand** according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2001, shall thereafter pay rent of Shillings **sixty seven thousand five hundred (Shs. 67,500/=)** a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years **2010, 2020 and 2030** or within three years thereafter in each case.

2. The Occupier shall:-


- (i) Erect on the land buildings (hereinafter called "the buildings") in permanent building materials designed for the use in accordance with the conditions of the Right and which conform to the building line (if any) decide by the **Kinondoni Municipal Council** (hereinafter called "the Authority");
- (ii) By the **thirty first** day of **December, 2000**, submit to the Authority such plans for the buildings (including block plans showing, the position of the buildings) and such drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
- (iii) Within six months from the date of notification by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;

P. G. Kato Zake, Esq  
ADVOCATE, NOTARY PUBLIC AND  
COMMISSIONER FOR OATHS  
Certified True Copy of the Original  
Signature: \_\_\_\_\_  
Date: 2.12.2008

PROTACE G. KATO ZAKE, Esq  
Advocate, Notary Public and  
Commissioner for Oaths  
P. O. BOX 75192  
DAR ES SALAAM

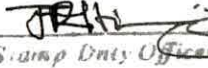
TITLE No. **55563**  
 REGISTERED **26/02/2004**  
 Land Form 32.  
**8:00 AM**  
  
 Senior Asst. Registrar of Titles




**P. G. Kato Zake, Esq**  
 ADVOCATE, NOTARY PUBLIC AND  
 COMMISSIONER FOR OATHS  
*Certified True Copy of the Original*  
 Signature:   
 Date: **2.12.08**

L.O. NO.190931.  
 L.D. NO. 193940.

**NOTARY G. KATO ZAKE, Esq**  
 Advocate, Notary Public and  
 Commissioner for Oaths  
 P. O. BOX 75192  
 DAR ES SALAAM

**TANGANYIKA STAMP DUTY ACT.**  
 Stamp Duty Shs. **100/=** Paid  
 on original Receipt No. **12610727**  
 of **3/01/2001**  
  
 Stamp Duty Officer

**TANGANYIKA STAMP DUTY ACT.**  
 Stamp Duty Shs. **3390/=** Paid  
 on original Receipt No. **12610727**  
 of **3/01/2001**  
  
 Stamp Duty Officer

**THE UNITED REPUBLIC OF TANZANIA**  
**CERTIFICATE OF OCCUPANCY**

*(Section 9 of the Land Ordinance)*

The **10<sup>th</sup>** day of **April** two thousand and **four**.

Title No. **55563**

**THIS IS TO CERTIFY** that **EVAN ERNEST MULOKOZI** of P.O. Box 23461 **DAR ES SALAAM** (hereinafter called ("the Occupier")) is entitled a Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **thirt** **three** years from the First day **July, Two thousand** according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and to an enactment in substitution therefore or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, **2001**, shall thereafter pay rent of Shillings **sixty seven thousand five hundred (Shs. 67,500/=)** a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years **2010, 2020 and 2030** or within three years thereafter in each case.
2. The Occupier shall:-
  - (i) Erect on the land buildings (hereinafter called "the buildings") in permanent building materials designed for the use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the **Kinondoni Municipal Council** (hereinafter called "the Authority");
  - (ii) By the **thirty first** day of **December, 2000**, submit to the Authority such plans and drawings, elevations and specifications of them as will satisfy the Authority and as required in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
  - (iii) Within six months from the date of notification by the Authority of approval of plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;

P. G. Kato Zake, Esq  
ADVOCATE, NOTARY PUBLIC AND  
COMMISSIONER FOR OATHS  
Certified True Copy of the Original  
Signature: *[Signature]*  
Date: 2.12.2008

PROTACE G. KATO ZAKE, Esq  
Advocate, Notary Public and  
Commissioner for Oaths  
P. O. BOX 75192  
DAR ES SALAAM

- (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the **thirtieth** day of **June, 2003**;
- (v) At all times during the term after the **thirtieth** day of **June, 2003**, have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner).
- (vi) Not erect or commence to erect on the land any building except in accordance with building plans and specifications, which shall have been first approved by the Authority as hereinbefore. Provided.
- (vii) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director for Surveys and Mapping

Approval of plans of any building by the Authority shall not imply that the construction of such a building will satisfy the Occupier's obligation under the conditions of the Right and shall not imply waiver of modification of any condition in the Right.

3. (i) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of or deal with the whole or any part of it or of any building on it without the previous written consent of the Commissioner PROVIDED that after condition 2(iv) has been complied with the Occupier the consent of the Commissioner shall not be necessary:-

to a single sub-letting of the whole of the land where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right.

(ii) Occupation or use of the whole or any part of the land of buildings on it by any person other than the Occupier or **his** employees agents contractors or members of the household shall be deemed a dealing with the land or buildings

4. Except as hereinbefore provided the Commissioner shall have an absolute discretion to give or withhold consent under condition 3(i). Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 2(iv) will not receive consent except in special circumstances of which the Commissioner shall be the sole judge.

5. The Occupier shall pay to the Minister on demand made by the Commissioner on his behalf:-

- (i) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right.
- (ii) an amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right;
- (iii) such sum as the Commissioner shall assess as a proper share payable for the land of the cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before during or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.

P. G. Kato Zake, Esq  
 ADVOCATE, NOTARY PUBLIC AND  
 COMMISSIONER FOR OATHS  
 Certified True Copy of the Original  
 Signature: *[Signature]*  
 Date: *2/12/08*

PROTACE G. KATO ZAKE, Esq  
 Advocate, Notary Public and  
 Commissioner for Oaths  
 P. O. BOX 75192  
 DAR ES SALAAM

6. USER: Only one main building together with the usual and necessary out-buildings shall be built on the land and the same shall be used for Residential purposes only. Use Group "A" use classes (a) and (c) as defined in the Town and Country Planning (Use 'Classes) Regulations, 1960 as amended in 1993.

7. The President may revoke the Right for good cause and in public interest.

**SCHEDULE**

ALL that Land known as **Plot No. 301 Jangwani Beach** in **Dar es Salaam City** containing **four thousand five hundred (4500) square metres** shown for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered **28502** deposited at the office of the Director for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.

*[Signature]*  
 COMMISSIONER FOR LANDS

I, the within-named **EVAN ERNEST MULOZOZI** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said )  
**EVAN ERNEST MULOZOZI** who is known to )  
 me personally/identified to me by )

the latter being known to me personally in my )  
 presence this *19th* day of *January* 2004. )

Witness's  
 Signature: *[Signature]*

Postal Address: *P.O. Box 1160*

*Dar-es-Salaam, Tanzania*

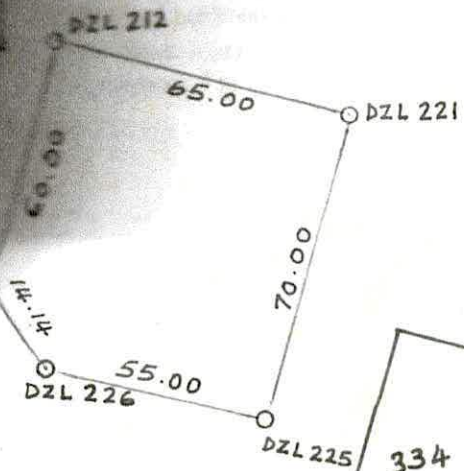
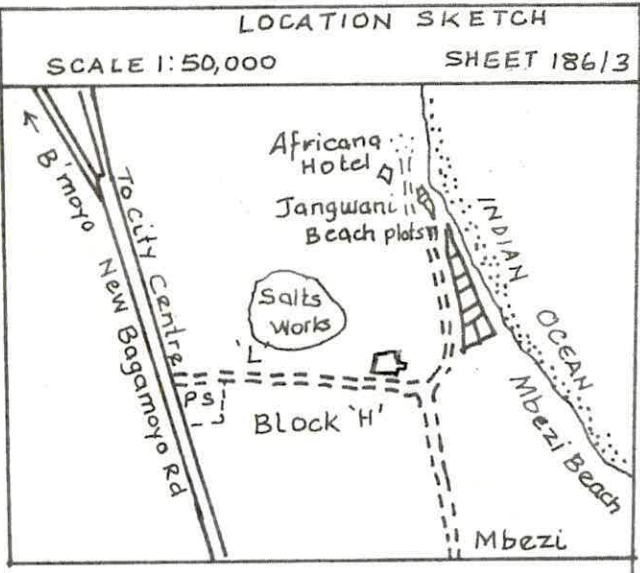
Qualification: *Advocate*



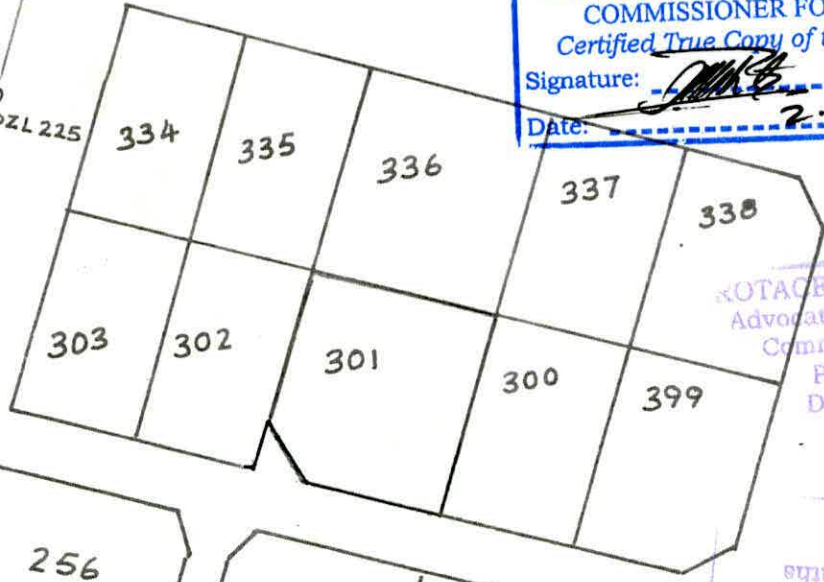
# DAR-ES-SALAAM CITY

## LOCATION JANGWANI BEACH

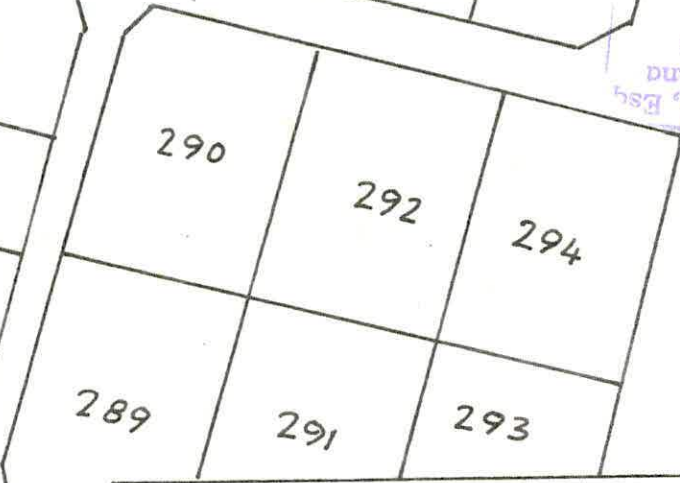
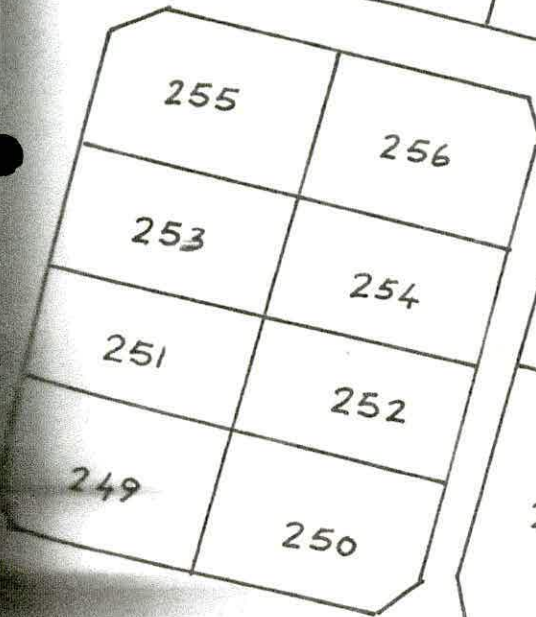
BLOCK: \_\_\_\_\_  
 PLOT NO: 301  
 L.P.L. NO: 190931  
 AREA: 4500 SQM



**P. G. Kato Zake, Esq**  
 ADVOCATE, NOTARY PUBLIC AND  
 COMMISSIONER FOR OATHS  
 Certified True Copy of the Original  
 Signature: *[Signature]*  
 Date: 2.12.08



NOTARY G. KATO ZAKE, Esq  
 Advocate, Notary Public and  
 Commissioner for Oaths  
 P. O. BOX 75192  
 DAR ES SALAAM



NOTARY G. KATO ZAKE, Esq  
 Advocate, Notary Public and  
 Commissioner for Oaths  
 P. O. BOX 75192  
 DAR ES SALAAM

No. 28502  
 9/3/2001  
*[Signature]*

This plan implies no guarantee  
 of title by the Government

EVAN MULOKOZI  
P.O.BOX 23461.  
DAR ES SALAAM  
Email:  
Tel: 0744 -611091



**OBJECTIVE:** Join a supporting team of professionals, and to be able to contribute more than 6 years of sale marketing, technical sale and HR recruitment experience.

**EDUCATION**  
1993 -1997

BA – Boston University  
Vesalius College Vrije Universities Brussels  
(Transfer semester at the Maryland University European Division  
Major: International Affairs and Economics

1992 -1993

Completed computer courses at International Computer Limited(ICL)  
Skills: MS OFFICE, PAGEMAKER. LOTUS1,2,3, INTERNET,D-BASE, D –  
BASE PROGRAMMING, EXEL- SPEED SHEET and HTML.

**EXPERIENCE**  
2005 – present  
**POSITION**

Serengetti Instant Coffee  
CEO

2003 - 2005  
**POSITION**  
**FUNCTION**

Namitech East Africa  
Regional Sales Manager – Mobile Solutions/Mobile Banking

As the sales manager responsible for 6 countries (Tanzania, Kenya, Uganda, Burundi, DRC and Rwanda), my objective is to professionally manage the current portfolio. Placing emphasis on sales activity, forecasting, management of the support team, liaison with operations and growth in strategic customers in the Telecommunications as well as Banking environment.

**KEY RESPONSIBILITIES INCLUDE:**

Sales and marketing of NamiTech products (card, vouchers, and business solutions) to the target market (Telecommunication & Banking).

- Active participation in the preparation of business unit's sales budget.
- Presentations to clients within the region.
- Keeping abreast of market trends and competitor pricing.
- Actively seek opportunities to increase the profitability of this portfolio by increasing customer base (in line with strategic imperatives), product base and improved margins.
- Regular visits to clients.
- Weekly and monthly reports.
- Forecasting.
- Management of all internal interfaces to ensure delivery of products meets customer expectations (technology services, operations).
- Extensive customer liaison between customers and sales staff.
- Ensuring all sales orders are managed properly.
- Processing of sales orders onto a centralized database (Oracle).
- Following up on payments of accounts between clients and debtors.
- Processing quotations where applicable.
- Maintain good relationships with suppliers and continually seek for new sources of supply and product in line with strategic imperatives.
- Represent the company at relevant Association and other functions

1998-Present  
**POSITION**  
**FUNCTION**

Able Staffing Solutions  
Technical Staffing Manager ( French Consultant)  
Developed recruiting procedures, candidate sourcing.  
Coordinate monthly meetings with the managers to discuss future candidate needs .Orchestrated recruitment efforts in Europe and Canada for some of

our French speaking clientele. Involved with the transition and interpretation of offer packages between my clients in the US and their European counterparts. Directed the interviews, process from start to finish including initial contracts and recruitment efforts. Interviews, discussion among senior level employees, Director, and Executives. Negotiated salary ranges and benefits packages between employing manager and potential candidates. Sourced candidates through advertising on job- Specific WWW boards. College boards, and through rigorous referral programs. Manager employee relations, ensuring the happiness and satisfaction of current and future employees'. Attended various recruiting fairs, such as college recruiting and technology expositions.

Acted as the Marketing Manager in creating Editorial Calendars, Event Calendars.

Maintained database of resumes, offer letters non- disclosure forms, and job specifications.

Updated current job openings on a daily basis, worked with Project Managers, Vice Presidents and Director. Among others skills, I recruited for Software Engineers Project Leaders, Senior Principal Engineers, Principal Test Engineers Systems Architects.

Manager of Product Support and Localization Engineers. Software experience needed was Visual C++/ MFC, COM/DCMO, Visual Basic, OOA &OOD, UNIX, Windows NT, HP-UX, SOLARIS, AIX, JAVA, XML, etc.

1998

POSITION:

FUNCTION:

Hall Kinion Technical Staffing

Technical Recruiter

Provide technical staffing to companies in the management of information systems and technology industry. My objective as a technical recruiter was to build an ongoing relationship with my clients, and made sure that I identified with their staffing needs. The ability to provide my clients with what they needed, where they needed it, in the shortest period of time. I handled more than seven client companies some with more than 10000 employees. My everyday tasks included conducting face- to face interviews with both the clients and the applicants, negotiating the salary ranges, between both parties, setting and controlling the interview process between the parties. To further develop my ability and understanding of the position and task of recruiter, I attended an intensive three- week training course. During this period, I further developed my ability to professionally acquire information and seek referrals, bettered my ability to generate warm leads and build a working relationship between my clients and myself.

1996-1997

POSITION:

FUNCTION:

Forum Europe

1000, Brussels, Belgium

Senior Research and Marketing Personnel

Organized and prepared conferences optimized the number of significant conference participants for the European Union. I was responsible for organizing assigned conferences from start to finish. Among other things, the elementary stages of conference organization involved recruiting assistants for extensive research through the Internet, associating print outs, business journals and libraries.

Intermediated stages involved confirming the contract addresses acquired, increasing the pool of potential participants by seeking referrals, associated member lists and similar databases.

Final stage involved recruiting telemarketers with appropriate language and sales, skills, telemarketing sales call during which I participated as well as supervised telemarketers.

1995 -1996

Jan. - May

POSITION:

FUNCTION:

Teleperformance Marketing Research

Brussels, Belgium

Research and Marketing Personnel, Technical Recruiting.

Research for various product manufacturers. Cold calling the potential and users of specific products and getting their general reaction. Statistically recorded details such as: how much the end users are willing to pay, at what quantity, from what supplier etc. This position required extensive use of the

internet as the main source of information.

After receiving sufficient information on the necessity of the product, my task was to recruit software, and Quality test engineers for the development of the products in question. Most of these product were developed as a proceeding generation.

EXTRA  
CURRICULAR  
ACTIVITIES

1995 -1996

1996 -1997

Founder and Treasurer of the Vesalius Africa Student Club

Vice President of the Student Government, Acting Secretary of the student

Government General Advisory Committee Member

LANGUAGE  
SKILLS

English

French

Swahili

Spanish

Fluent

Fluent

Fluent

Knowledge



## CURRICULUM VITAE

Address: P.O. Box 7677 Dar es Salaam – Tanzania

Mob: + 255 0784 838 600

+ 255 0754 838 600

+ 255 22 2122676

Tel: + 255 22 2122676



NAME	:	EMMANUEL NESTORY KAIGARULA
DATE	:	23/3/1947
PLACE OF BIRTH	:	BUKOBA
DISTRICT	:	BUKOBA VIJIJINI
REGION	:	KAGERA

### EDUCATION

1954- 1962 : Primary Mwemage Middle School (BUKOBA)  
Certificate acquired Middle School Certificate

1963-1967 : Kahororo Secondary School (BUKOBA)  
Certificate acquired Ordinary Level Certificate

### WORK EXPERIENCE

1968- 1970 : Tanganyika Instant Coffee Ltd  
Machine Operator (BUKOBA)

1971- 1978 : Ministry of Agriculture Vermin Control Officer  
II (TABORA)

1979-1984 : Zambia Copper Industries Services Bureau Telling  
Clack I (DAR ES SALAAM) and Zambia

1985-1990 : Professional Promotion Ltd (DAR ES SALAAM)  
Administrative Manager

1992-2003 : Azania Fresh Food Industries Ltd (DAR ES SALAAM)  
Sales Manager for Instant Coffee (INCAFE)

2006- up to date : Seregenti Instant Coffee Ltd (DAR ES SALAAM)  
Director of Operations



**ALBERT NKINDA**  
**+255 (0) 754 33 90 36**  
[gaonkinda@yahoo.co.uk](mailto:gaonkinda@yahoo.co.uk)

**Address: P.O. Box 2138 Dar es Salaam – Tanzania**

Birth Date :	26th November 1975
Birth Place :	Dar es Salaam, Tanzania
Nationality:	Tanzanian
Marital Status:	Single

**EXPERIENCE:**

**01/2006**

**Southern Sun Dar es Salaam**  
*Sales Manager*

- Business development
- Strategic planning, budgeting, forecast
- Revenue management
- Public Relations

**05/2000 – 08/2002**

**Standard Chartered Bank Tanzania**  
*Manager, Direct Sales*

- Managed key account relationships
- Identified sales opportunities
- Market analysis
- Managed regional sales executives

**10/1999 – 04/2000**

**ITT Sheraton Hotel Tanzania**  
*Sales Manager*

- Managed key accounts
- Managed sales team
- Managed business unit budgets

**03/1998 – 09/1999**

**ITT Sheraton Hotel Tanzania**  
*Deputy Front office Manager*

- Managed a team of ten receptionists, five concierge
- Managed customer service/relationships
- Maximised room occupancy levels

**01/1997- 02/1998**

**ITT Sheraton Hotel Tanzania**  
*Night Manager*

- Responsibilities ranged from managing the various hotel departments at night; reception; restaurants.

**EDUCATION:**  
**09/2004 – 10/2005**

**Leeds Metropolitan University, UK**  
*Masters (MSc) in Management Consultancy*  
Corporate Strategy; Managing Corporate Relationships; Client Interface, Business Process Evaluation; Mentoring; Managerial Finance; Research Methods.

**09/2002 – 05/2004**

**Leeds Metropolitan University, UK**  
*BA (Hons) Business studies*  
Business Policy & Planning; International Marketing Strategy; Management Skills; Strategic Human Resource Management; Marketing & Operations Management; Business Decision Analysis.

**ADDITIONAL SKILLS**

- :
- Proficiency in Word, Excel, Power Point, database management

**INTEREST AND ACTIVITIES:**

- Music/Sports
- Member of the Institute of Management Consultancy (IMC)

**THE COMPANIES ACT 2002**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

***SERENGETTI INSTANT COFFEE LIMITED***

Incorporated at..... this..... day of.....2007

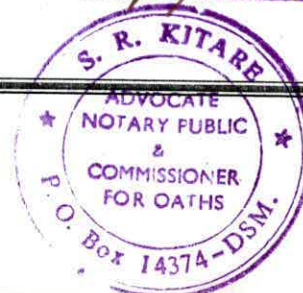
***Drawn by:***

Evan N. Mulokozi  
(Subscriber)  
P.O. BOX 7677  
DAR ES SALAAM

I Certify that this is  
a True & Accurate Copy  
of the original

Signature *S. R. Kitare*

Date *20/11/2007*



# THE UNITED REPUBLIC OF TANZANIA



## CERTIFICATE OF INCORPORATION

No.

---

***I HEREBY CERTIFY THAT***

***SERENGETTI INSTANT COFFEE LIMITED***

In this day incorporated under the Companies Act 2002

And that the Company is Limited

GIVEN under my hand at Dar es Salaam, the \_\_\_\_\_ day of  
Two Thousand and Seven

\_\_\_\_\_  
Registrar of Companies

*I Certify that this is  
a True & Accurate Copy  
of the original*

Signature \_\_\_\_\_

Date \_\_\_\_\_



TANZANIA

Stamp Duty Shs. 5000/-

PAID ON ORIGINAL

Receipt

Stamp Duty Officer

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

SERENGETTI INSTANT COFFEE LIMITED

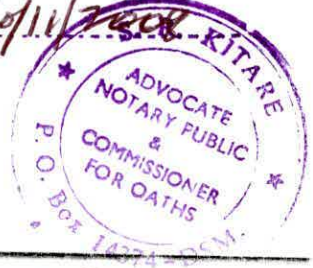
TANZANIA  
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Receipt  
Stamp Duty Officer

1. The name of the company is "SERENGETTI INSTANT COFFEE LIMITED"
2. The Registered office of the Company will be situated in Tanzania.
3. The objects for which the Company is established are:-
  - (a) To carry on, conduct, manage, develop and prosecute any of these businesses in such manner and in such place or places, either in Tanzania or elsewhere, as the Company may think requisite or proper, and generally to blend, pack, buy, sell grow, cultivate, manipulate, manufacture, import, export and deal (both wholesale and retail) in coffee, tea, cocoa, or other products of forms of coffee and also any articles or things connected with such business or which are likely to be require in any shape or form by consumer of coffee.
  - (b) To carry on in Tanzania or elsewhere the trade business of coffee brokers or dealers in all its branches, including the purchase and selling of coffee, either growing or otherwise, or any produce or form of tea or the advancing of money by way of loan upon the security of or in respect of the same, or upon or against bills of lading, dock warrants or other documents of title representing the same.
  - (c) To acquire, take over, promote, establish, engage in and carry the business of profession of farmers, planters, harvesters, sprayers, seed growers, glaziers breeders of and dealers of livestock, market gardeners, arboriculturists, agriculturalists, horticulturists, floriculturists, dairymen, vegetable oil extractors, poultry and bee-keepers and any other businesses in connection with floriculture, arboriculture agriculture and horticulture.
  - (d) To carry and promote and trade or business of farm and agricultural inputs, implements, tools, packaging materials and deal in the livestock and or the veterinary health care products to farmers and stockists, to buy, sell, supply, distribute whether in retail or wholesale fertilizer, insecticides, fungicides, growth stimulants, agro seeds, farm implements and tools, animals feeds, veterinary drugs and any related goods and import and export agriculture and food technology, industries and equipment, manufacture and semi processed products in Tanzania and other parts of the world.

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Date 20/11/2008



- (e) To provide agricultural consultations, training, research and advisory services to farmers and livestock keepers through seminars, workshops field visits and farm demonstrations, to engage in vegetables seed production and marketing of horticultural products, to carry on the business of farming, cultivating, planting growing cash and food crops, inter alia, sugar cane, tea, coffee, cocoa, coconut, papaya and pyrethrum.
- (f) To carry on the business as importers, exporters, buyers, sellers, suppliers, distributors, general merchants, worldwide traders, wholesalers, retailers, dealers in palm oil and oil of every kind.
- (g) To carry on the business as general traders, suppliers, merchants, stockists, wholesalers, retailers and dealers in all types of agricultural machinery, implements, equipment, spare parts, tyres, tubes, tools and accessories for all types of automotive, motor vehicles, and all kinds of industrial projects machinery and equipment, building materials, hardware, timber, electrical goods, fishing gears, groceries, computers, office equipments, cooking oils, foodstuffs, cosmetics, oils, paints, spirits sheets, hinges, screws, iron mongery, textiles piece goods, all types of leather goods, shoes, bags and other similar goods.
- (h) To carry on the business as principals, agents or manufacturers, representatives of importing, exporting, buying, selling, distributing of new and used motor vehicles, cars, trucks, lorries or other vehicles, motor vehicles, spares and parts of all descriptions, railway, fuel and other oils, petroleum of all kinds, tyres and tubes, batteries, battery solution and other spares, accessories, motor cycles, bicycles, tractors, mining equipments, fishing gears, agricultural and industrial machinery and equipments, new and second hand spare parts and accessories and generally to deal in all types of motor spare parts and industrial and agricultural machinery and parts, electronic goods and accessories thereof.
- (i) To carry on the business of dealing in marketing, manufacturing, importing, exporting, stocking, buying, selling whether by wholesale or retail of various categories of goods and merchandise, and to act as commission agents and manufacturers, representatives in all fields. To establish business enterprises whether small scale, industries and generally deal in all kinds of general merchants and to import, export and all either by merchandise and articles of all description.
- (j) To carry on the business as general suppliers of all sorts and types of goods and services to individuals, offices, industries, shops, schools, factories, hospitals, army, military, ministries and all other government offices, universities and all other places where the services of a supplier are needed.
- (k) To carry on the business of transportation, transport agents, cargo and travel agents, commission agents, customs agents, insurance agents.

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tourist agents, manufacturers representatives, clearing and forwarding agents, road contractors, cargo superintendents, packers, machinery haulage specialists, warehousemen, engineers, electricians, motor cars, cabs, omnibus, lorries, oil tank and coach proprietors and transporters by any other means of conveyance of people and goods in Tanzania and the neighbouring countries and in such other place or places as may from time to time determined by the Company.

- (l) To carry on the business of clearing and forwarding agents, commission agents, transporters agents, freighters, hauliers, customs bonded warehouse and godown keepers, cargo and travel agents, insurance agents, tourist agents, manufacturers' representatives, road contractors, cargo superintendents, packers, machinery haulage specialists, warehousemen, engineers, electricians, motor cars, cabs, omnibus, lorries, oil tank and coach proprietors and transporters, civil transport contractors and transporters by any other means of conveyance of people and goods in Tanzania and the neighbouring countries and in such other place or places as may from time to time be determined by the company, engage in and or otherwise carry on the business as transporters and transport agents, freight forwarders.
- (m) To carry on the business of warehousemen and storers of goods, wares and merchandise of every kind and description and whatsoever.
- (n) To carry on the business in Tanzania or in any part of the world all or any of the business of importing, exporting, buying, selling, exchange, merchandising and generally dealing electrical equipment machinery, accessories, spare parts related to electrical works, tools and running electrical workshops.
- (o) To carry on the business of garage proprietors and service station for motor vehicles of all kinds, to carry on the safe keeping, cleaning, repairing, refueling, panel beating, body builders, spraying and the general care of motor vehicles, aircraft, machinery, tools, equipment and plant whether moved by mechanical power or not, implements, utensils, appliances, apparatus, fuel for internal combustion engines, lubricants, cements, solutions, batteries and accessories and all things capable of being used in connection with the said businesses or in the manufacture or maintenance of such vehicles, machinery, equipment and plant.
- (p) To carry on the business and act as managers of investments and investment company, real estate developers, property managers, developers, valuers, decorators, engineers and to generally be able to carry out activities of any description with regards to land, property and real estate, investment in any type of buildings, lands, securities, bonds, property, shares and any property act as a holding company with subsidiaries and invest in any projects as the company may think fit.



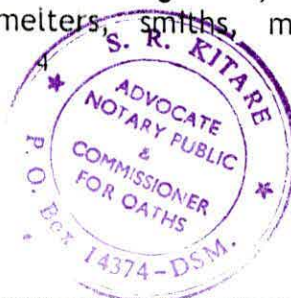
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Date: *20/11/2008*

- (q) To carry on the business of importers, exporters, buying selling, dealers in building materials, hardware, sanitary-ware, wall papers, roofing tiles, flooring tiles, supplying industrial equipment's, agricultural implements and equipment's spares of every description, plumbers, decorators, steel fabrication, machine shop, nickel plating, electric plating, making steel windows, doors, frames and roof tresses.
- (r) To carry on the business as auctioneer, real estate management, insurance agents, commission agents, brokers, importers, exporters, manufacturers, land and estate agents, technical advisors, clearing and forwarding agents, managing agents, general business consultants, garage and lake vessels, boat builders, petrol and service stations owners, motels camps safari lodges, cafes snacks refreshment rooms, licensed victuallers, owners of recreation places and sports and amusements, all businesses and trades incidental or similar thereto or required to be or capable of being carried on in conjunction therewith.
- (s) To promote tourism in Tanzania and elsewhere in Africa, to carry on business of travel and tourist agents and tour operators, to promote facilitate travelling to organise hunting, tented-camps, fishing and diving expeditions, safari promoters and undertakers generally and in particular to arrange and manager hunting safaris, photo safaris adventure tours, fishing trips, handling of game trophies and animal skins, catching, harbouring, transporting, wildlife and marine products of all kind.
- (t) To carry on the business of establishing and showrooms, running supermarkets, department stores, shopping malls, provision stores and shops of all kinds and description and generally to deal with such activities.
- (u) To carry on the business of general merchants, general storekeepers, importers, exporters, and wholesale and/or retail traders of or otherwise dealers of and in piece goods, hardware, glassware, crockery, cutlery, hosiery, enamelware, ironmongery, machinery, turners, spare parts of every description and other household fittings, and requirements and other articles and commodities of personal, household use and consumption provisions, groceries, medicines, drugs, wines spirits, liquors, surgical, optical, photographic and other instruments apparatus stationery and material and generally in all manufactured goods of all types, and merchandise of all kinds.
- (v) To carry on the business of household, domestic appliance and electrical goods, audio visual goods, electronic items, building material, hardwares, foodstuff, agricultural products and merchandise of every nature, kind and description whatsoever as a dealer, wholesaler, retailer, distributor, importer, exporter and after sales service and repairing.
- (w) To carry on the trade or business of engineers, mechanical engineers, manufacturers, founders, smelters, smiths, mechanists, patentees,

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workers, processors, contractors, dealers and manufacturers of auto spares, factory machinery and implements of any description whatsoever.

- (x) To carry on all or any of the business of traders manufactures and proprietors, promoters, financiers concessionaires, commercial agents and advisors of and for commercial, industrial, agricultural, forestry, fishery, mining, transport, housing, entertainment, hotel, hotel management, restaurants and financial undertakings and enterprises and in particular but without prejudice to the generally of the fore-going to act as consultants, general agents managing, agents, directors, secretaries, personal undertakings or enterprise as aforesaid.
- (y) To carry on the business of electrical as contractors, electrical and mechanical engineers and manufacturers, workers and dealers in electrical apparatus and goods and the manufacture or hire of apparatus or goods to which the application of electricity or and kind of power, or any power that can be used as a substitute therefore, is or may be useful convenient or ornamental, or any other business of a like nature.
- (z) To carry on the business as general food processors packers and suppliers, to be general suppliers of hard foods stuffs and agricultural crops, to be grain millers and food mixers to be general exporters of fresh fruits vegetables and flowers, to act as agents of buying and selling all kinds of motor vehicles, General supplies, buying and selling building hardware of every description, electrical appliances, lease.
- (aa) To carry on the business of miners and mining in all their branches and for the said purpose to peg, purchase, take on lease, or exchange or otherwise acquire concessions, grants, easements, options, claims, properties, cassettes- and effects supposed to contain minerals, diamonds, or other precious stones, and any interest therein, and to explore, mine, work, excise develop and turn to account mines and mining rights and any undertaking connected therewith.
- (bb) To purchase, take on lease and otherwise acquire for investment or resale any estate, land, buildings, easements and other rights and interests in immovable property or any tenure in Tanzania and elsewhere and to sell let or lease exchange or otherwise dispose of or grant rights over any immovable property, belong to the company.
- (cc) To purchase, take or lease or in exchange, hire or otherwise acquire and hold any state or interest in any lands buildings, casements, rights, licenses secret processes, machinery, plants, stock, in trade and real or personal property of any kind.
- (dd) To accept payment for any property or rights sold or otherwise disposed or dealt with by the company either in cash, by installment or otherwise or in fully or partly paid up shares of the company or corporation, with or without deferred or preferred or guaranteed rights.

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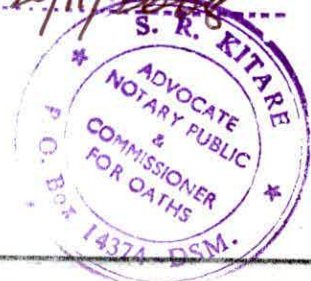
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- (ee) To carry any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with the above business or the general business of the company.
- (ff) To act as agents for the sale and purchase of any stocks shares or securities or for any other monetary or mercantile transactions.
- (gg) To act as executors and trustees of wills and settlements made by customers and others and undertake and execute trusts of all kinds.
- (hh) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either or though agents, sub-contractors, trustees and otherwise.
- (ii) To remunerate any person, firm or company rendering services to this company, whether by cash payments or by allotment to him or them of shares or securities of the Company credited and paid in full or in part, otherwise.
- (jj) To accept for safe custody and keep for customers of the company all kinds of securities valuables and things.
- (kk) To lend money on any terms that may thought fit, and particularly to customers or other person or corporations having dealing with societies and to give any guarantees that may be expedient..
- (ll) To advance money to shareholders in the company, and other to the purpose of enabling the person borrowing the same erect or purchase, or enlarge or repair any house or building or to purchase the fee simple or any less estate or interest in, or to take a demise for any term or terms of years of any freehold or leasehold property upon such terms and conditions as the company may think fit.
- (mm) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (nn) To distribute among the members in pieces any property of the company, or any proceeds of sale or disposal of any property of the company.
- (oo) To draw, make, accept, endorse, discount execute and issue promissory notes, bills of lading, warrants, debentures and negotiable or transferable instruments.
- (pp) To act as agents or brokers, and as trustees for any person firm or company, and to undertake and perform sub-contracts and also to act in

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any other business of the company through or by means of agents, brokers, sub-contractors or others.

- (qq) To obtain any provisional order, ordinance or act of Parliament for enabling the Company to carry any of its objects into effect, or for affecting any modification of the Company's constitution, or any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the company's interest.
- (rr) To take or otherwise and hold shares in any other company having objects altogether or in part similar to this company, or carrying on any business capable of being conducted so as directly or indirectly to benefit the company.
- (ss) To transact or carry on all kinds of Agency business and in particular in relation to the investment of money, the sale of property, and the collection and receipt of money.
- (tt) To do all other things as may be deemed incidental or conducive to the entertainment of the objects or any of them.

And it is hereby declared that:-

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

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

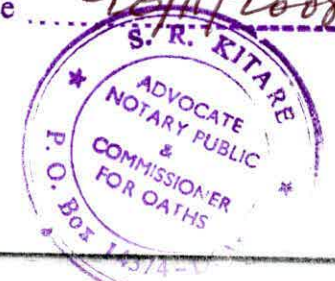
That the meaning of any general word or words in any paragraph of this clause shall not be restricted by being construed ejusdem generis with any particular word or words in the same paragraph.

- 4. The Liability of the Members is Limited.
- 5. The capital of the Company is Shillings 1,000,000/= divided into 100 shares of Shillings 10,000/= each.

The Company shall have powers to increase its capital and to divide the Copy  
shares in its capital for the time being into several classes of stock or  
shares and to attach thereto respectively such preferential, deferred or  
signature.....




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special rights, privileges, or conditions as may be determined by or in accordance with the Articles of Association of the Company.

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

Names, Addresses, and Description of Subscribers.	Number of shares taken by each Subscriber	Signature
EVAN NYEGEZA MULOKOZI P. O. BOX 23461 DAR ES SALAAM	33	
EMMANUEL NESTORY KAIGARULA P. O. BOX 7677 DAR ES SALAAM	33	
ALBERT GAO NKINDA P. O. BOX 5340 DAR ES SALAAM	33	

Dated at Dar this 4<sup>th</sup> day of July 2008.

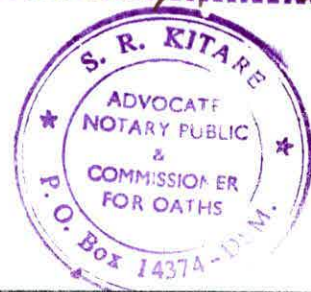
Witness to the above signatures

Name : Reverend Dr. ...  
 Signature : [Signature]  
 Postal Address : P.O. Box 22 ...  
 Qualification : Advocate ...



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Signature: [Signature]  
 Date: 27/7/2008



TANZANIA  
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THE COMPANIES ACT 2002  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION

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OF

SERENGETTI INSTANT COFFEE LIMITED

PRELIMINARY

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

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

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

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

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

PRIVATE COMPANY

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

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Signature: *[Signature]*  
Date: *20/11/2008*



TRANSFER OF SHARES

- 3. The Directors may in their direction and without assigning any reason thereof refuse to register the transfer of any share to any person who it shall in their opinion be undesirable for any reason whatsoever to admit to membership.
- 4. Subject to clauses 2 and 3 hereof the right to members to transfer their shares shall be restricted as follows;
  - (a) No share shall be transferred to a person who is not a member so long as any member of any person selected by the Directors as one who it is desirable in the interest of the Company to admit to membership.
  - (b) Every shareholder or trustee in bankruptcy, or any person who may desire to sell or transfer any such shares and every who may desire to sell or transfer any such shares and every personal representatives of a deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the Board of Directors of the Company as his agent for the sale of the said shares to any member or members of the company at the price to be agreed upon between the party giving such notice the party and the board, or in case of difference to be determined by the Auditor of the Company.
  - (c) Upon price of such shares being agreed on a determined as per clause (b) above, the board shall forthwith give notice to such of the shareholders other than the shareholders desiring to sell or transfer the said shares, stating the number and price of such share inviting the person to whom notice is sent to state within 21 days from the date of such notice whether he is willing to purchase any, if so what maximum number of such shares. At the expiration of such days 21 notice the board shall apportion such shares amongst the shareholders (if more than one) who shall have expressed their desire to purchase number of shares already held by them respectively, or if there be only one such shareholder, that the whole of such shares shall be sold to him, provided no shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice.

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

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

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Date: *20/11/2008*



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

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

## 6. DIRECTORS

- (a) Until otherwise determined by the company in General Meeting the Directors shall not be less than two and not more than seven in number.
  - (b) The following persons shall be the first Directors of the company:-
    - 1. EVAN NYEGEZA MULOKOZI
    - 2. EMMANUEL NESTORY KAIGARULA
    - 3. ALBERT GAO NKINDA
7. The shareholding qualification for Directors may be fixed by the company in General Meeting, and unless and until so fixed no qualification shall be required.
8. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be three.
9. A resolution in writing signed by all the Directors then in Tanzania shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.
10. The Directors may from time to time borrow or raise any money for the purposes of the Company which may exceed the issued share capital of the company.

## BORROWING POWERS

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

11. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company present or future including its uncalled capital for the time being, or by the issue at such price as they

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Date: *24/11/2008*



may think fit, of bonds or debentures either charged upon the whole or any part of the property and assets of the company or not so charged or in such other way as the Directors may think expedient.

#### VOTE OF MEMBERS

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

#### DISQUALIFICATION OF DIRECTORS

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

#### SEAL

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

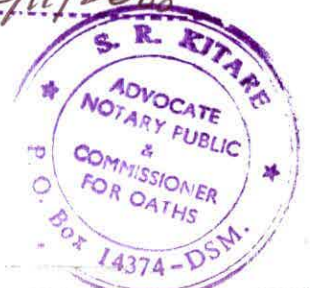
#### ALTERNATE DIRECTORS

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

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Signature *S. R. Kitare*

Date *20/11/2008*



SECRETARY

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

WINDING UP

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

ALTERNATION OR ADDITION

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

INDEMNITY

- 21. Every Director, Managing Director, Agent, Auditor, Secretary and other Officer for the time being of the Company shall be indemnified out of the Assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or is in connection with any application in which relief is granted to him by the Court.

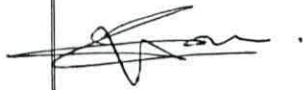


ARBITRATION

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

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*S. R. Kitare*  
Date: 28/11/2008



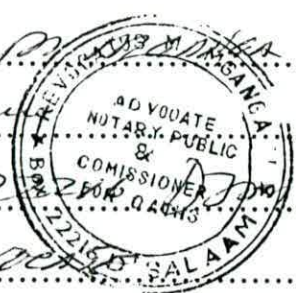
appointed by the first two or, in the event of failure to agree within (Cap. 15) or any then existing statutory modifications or re-enactment thereof shall apply.

Names, Addresses, and Description of Subscribers.	Number of shares taken by each Subscriber	Signature
EVAN NYEGEZA MULOKOZI P. O. BOX 23461 DAR ES SALAAM	33	
EMMANUEL NESTORY KAIGARULA P. O. BOX 7677 DAR ES SALAAM	33	
ALBERT GAO NKINDA P. O. BOX 5340 DAR ES SALAAM	33	

Dated at.....*Dsm*.....this.....*14*.....day of.....*January*.....200.....*8*.....

Witness to the above signatures

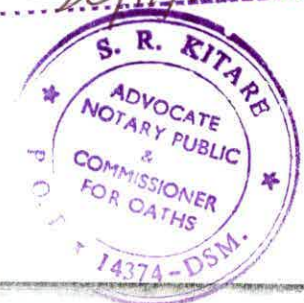
Name : .....*Herodatus Mwananga*.....  
 Signature : .....*[Signature]*.....  
 Postal Address : .....*P.O. Box 22216 Dar es Salaam*.....  
 Qualification : .....*Advocate*.....



I Certify that this is a True & Accurate Copy of the original

Signature *[Signature]*

Date *20/1/2008*



**BUSINESS PLAN FO SERENGETTI  
INSTANT COFFEE LTD**

**P.O.BOX 7677  
DAR – ES- SALAAM**

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## **BUSINESS PLAN FOR SERENGETTI INSTANT COFFEE LIMITED**

### **1.0 Introduction**

#### **Preamble**

Serengetti Instant Coffee Limited is a newly established company by local Tanzanians dealing with coffee processing and supply. The main intention is to operate a coffee industry in DSM and export at least 70% of its production capacity and 30% to be consumed locally.

#### **Objectives**

- Provide good quality Tanzanian coffee at an affordable price.
- Offer a variety of locally made coffee products to the Tanzanian Market
- Make sure that Serengetti Coffee is available in retail stores across the country
- As part of a social economic contribution, Serengetti Instant coffee is working hand in hand with our consumers in educating and supporting the HIV/AIDS infected population in Tanzania, East Africa and Africa as a whole.  
(2% of every product purchased goes towards HIV/AIDS drugs procurement)

### **2.0 Mission**

To provide quality Tanzanian coffee at affordable prices, and promote '**a true taste of Africa**' world wide.

### **3.0 Vision**

To build and promote a house hold brand backed by quality.

### **4.0 Company Summary**

#### **Company Ownership**

Serengetti Instant Coffee Limited was established by Emmanuel Kaigarula, Evan N. Mulokozi and Albert G. Nkinda in late 2007.

#### **4.1 Start-up Summary**

When Serengetti Instant Coffee Limited was earlier established, the major first thing was to search for suppliers of coffee for production of which **Tanganyika Instant Coffee Company Ltd**, was appointed and this has stand to be the major supplier of Serengetti Instant Coffee Ltd. Secondly it was a duty of establishing the brand and manufacturing of Tins with different volumes.

The first tin was produced in February 2008, and then it was necessary to seek for TBS approval of the product of which was finally obtained. The official launch of the product was done in May 2008.

Management has a combined experience of more than 25 years in the sales and marketing industry with a solid background in new product branding, promotion, sales and distribution. The plant is now in progress to increase more machines and the product is in the market.

#### **4.2 Company Locations and Facilities**

The Marketing office is located along Samora/Mkwepu Avenues. The Factory is located at Jangwani beach, Kinondoni Municipality.

The factory in Jangwani beach is located on a 3 acre plot of land that is easily accessible by road all year round.

Shower and toilet facilities are available both inside and outside the factory building. There is a fully equipped kitchen complete with a refrigerator and cooker, a store room with additional attic storage space for empty boxes.

A sorting room as well as a ready to go product room is also part of the main factory building.

There is additional space located outside in a 20ft fully customised container that is insulated in the inside and weather protected in the outside. An additional 20 foot container is also on site as additional office space (needs to be customised).

The whole compound is wall enclosed for added security.

#### **4.3 Machinery**

- 2 semi automatic tin Simmers
- 1 electronic flavour mixer
- 2 electronic precision scales
- 2 expiration date printers
- 5 work tables
- 1 Sachet Machine
- 1 Coffee Grinder

#### **5.0 Serengetti Instant Coffee Limited manufacturing process and trade activities**

The coffee we use for the Serengetti products is mainly Robusta and Arabica. The instant coffee is of a Robusta blend that is cultivated in and around Bukoba area in the north of Tanzania. Irrigation around this area is dependant on seasonal rains and man made distributaries off of Lake Victoria.

Serengetti Instant Coffee licence allows us to purchase our coffee directly from the farmers, the coffee auctions, or the corporative unions of Kagera or Kilimanjaro growers.

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We purchase the coffee in bulk vacuumed sealed bags of 25kg directly from the TANICA Dar es Salaam warehouse. The coffee is then transported to the Serengetti factory where the following happens;

The vacuum sealed bag is cracked open ready for re-packing into either 50g or 100g tin can containers that are procured from Nampack (tin can manufacturer).

Our production team has a total of 2 volume verifiers that would carefully scale the required quantity into the tin cans. One machine operator would pick 1 tin at a time; place it on the simmer that would seal the tin airtight.

This process is repeated until the entire 25kg bag is complete. Please note that any 25kg bag that is cracked open for processing has to be processed the same day. Absolutely no bag can be left overnight for next day completion.

Bearing the above statement in mind, our simmer is semi automatic allowing for manual sealing in the event of a power outage during the manufacturing process.

After all the tins are sealed, they are wiped clean ready for expiration date stamping. After the expiration dates have been stamped, the tins are all QC'd (quality controlled) to make sure that all the tins have visible expiration dates and that all damaged tins due to scraps and scratches are removed from the lot.

After QC, all the tins are boxed and stored ready for distribution.

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The process for flavoured coffee is similar to the Instant coffee process explained above with the sole exception that the instant coffee is first blended with flavour in a high speed industrial mixer before it is handed over to the volume verifiers.

The flavour is added at established measurements for consistency in taste.

After the above process is complete, the products are then packed into appropriate cartons in accordance with the customer needs.

Sales and distribution of products to relevant retail outlets, and after sales services which also involves customer experience and feed back.

### 5.3 Brief market analysis

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#### **Consultant fees:-**

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#### **COST: For Dar es Salaam, Arusha:**

<b>Service fees</b>	<b>\$600</b>
<b>Survey questionnaire and material</b>	<b>\$600</b>

#### **Associated travel for market research and development:-**

- Travel involved with this exercise would be to Arusha and Moshi to consult the National scout regional commander over there.

**COST:**

<b>Travel Fees</b>	<b>\$60</b>
<b>Accommodation 2 nights</b>	<b>\$90</b>

**Purchase of samples for evaluation:-**

**COST:**

<b>Non Flavoured</b>	<b>\$100</b>
<b>Flavoured</b>	<b>\$130</b>

**Computerisation of market information:-**

- All the returned surveys will be used to generate a database that would then later be used as a source of information for various sales and distribution activities.

**COST:**

<b>Data entry</b>	<b>\$400</b>
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**Travel to export markets:-**

- Around the East African Community including Burundi, Rwanda, Uganda, Kenya, and to some extent Malawi.

**COST:**

<b>Accumulative average</b>	<b>\$2000</b>
<b>Accommodation 2 nights</b>	<b>\$900</b>

**7.0 Product Research, Design, Development, Testing and Approval**

**Visits to specialist trade fairs to identify product concepts:-**

- This process will most likely be achieved by visiting department stores in developed city such as Dubai so as to get a wider variety of coffee goods and the manner in which they are packed. Dubai has a very well developed coffee drinking population that has a wide variety of coffee products to choose from. Dubai also has an annual

trade fair that exhibits various coffee products called The Dubai Shopping Festival (Global Village) that is held in December of every year.

**COST:**

<b>Airfare</b>	<b>\$2700</b>
<b>Accommodation 10 nights</b>	<b>\$1800</b>
<b>Admission fees</b>	<b>\$100</b>

**Survey of competing products:-**

- This exercise can initially be done here in Dar es Salaam to analyse local competition but also in neighbouring markets such as Kenya, and Uganda. Also, for an international perspective, it can also be done at the Dubai Trade fair.

**COST:**

**Purchase of samples for evaluation:-**

- Sachets, Tin Cans, Ground Coffee, Flavoured Coffee, Ice Coffee.

**COST:**

<b>Average</b>	<b>\$300</b>
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**Prototype construction and testing fees:-**

- China is the cheapest producer of packaging materials excluding Tin cans and boxes. Sachets and vacuum seal ground coffee bags will have to be prototyped in China. All other materials will have to be prototyped and procured locally. The average costs mentioned below include artwork modification and design.

**COST:**

<b>Local Tin Cans (Nampack)</b>	<b>\$1000</b>
<b>3 Designs – 3 in1- 20g, 15g, 10g for sachet: material: BOPP20/AL7/LLDPE55</b>	<b>\$300</b>
<b>3 Designs 500g, 7500g, 1kg - stand up pouch: material:PET12/AL7/LLDPE60</b>	<b>\$750</b>

**Tooling excluding machinery:-**

<b>COST: Sachets 3 designs</b>	<b>\$4500</b>
<b>Stand up Pouch 3 designs</b>	<b>\$3500</b>

**Consultants to test market reaction:-**

**Demonstrations and samples to potential buyers:-**

**COST:**

<b>All products</b>	<b>\$300</b>
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**Cost of product registration:-**

- Cost of product registration includes Tanzania Food and Drug Authority, Tanzania Bureau of Standards.

**COST:**

<b>TFDA</b>	<b>\$300</b>
<b>TBS</b>	<b>\$800</b>

**Transport of product to / from institute:-**

<b>COST:</b>	<b>\$60</b>
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## **8.0 Quality Management**

- Assistance in diagnosing and correcting production / efficiency problems

**COST:** \$500

**Consultant from Tanica:-**

**Cost:** \$500

**Installation of quality management systems:-**

**COST:**

**Employee** \$500

## **9.0 Presentation Materials**

**Graphic design fees:-**

**COST:** \$200

**Photography:-**

**COST:** \$50

**Origination costs:-**

**COST:** \$50

**Plate making and separation costs: -**

**COST:**

**3 designs** \$200

## **10.0 Management Information Systems**

**Consultancy fees:-**

**COST:** \$200

**Related software:-**

**COST:** \$400

Training:-

COST: \$150

**11.0 Advertising / Promotion Materials / Brochures / Technical Literature / Catalogues**

Origination costs:-

COST:

3 designs \$150

Design fees:-

COST:

3 designs \$200

Artwork, photography, videos, space & media, Press release, Brand Promotion, Public relation campaign.

COST: \$8000

Point-of-sale material:-

COST: \$70

In store displays and demonstrations:-

COST: \$300

Seminars:-

COST: \$100

**12.0 Trade Fairs**

Airfares, per Diems:-

COST: \$2500

Space rental:-

COST: \$ 3000

**Entry charges: This includes trade fairs attended as viewers only:-**

**COST: \$200**

**Stand construction (This includes attendants/assistants hired to help man the stand):-**

**COST: \$100**

**Catalogue entry expenses:-**

**COST: \$50**

**Transport of samples to / from exhibitions:-**

**COST: \$100**

### **13.0 Human Resource Development / Training**

- Most of our machines are Chinese made. Machines such as the sachet machine will require training. Participation in approved technical and management training courses

**COST: \$2500**

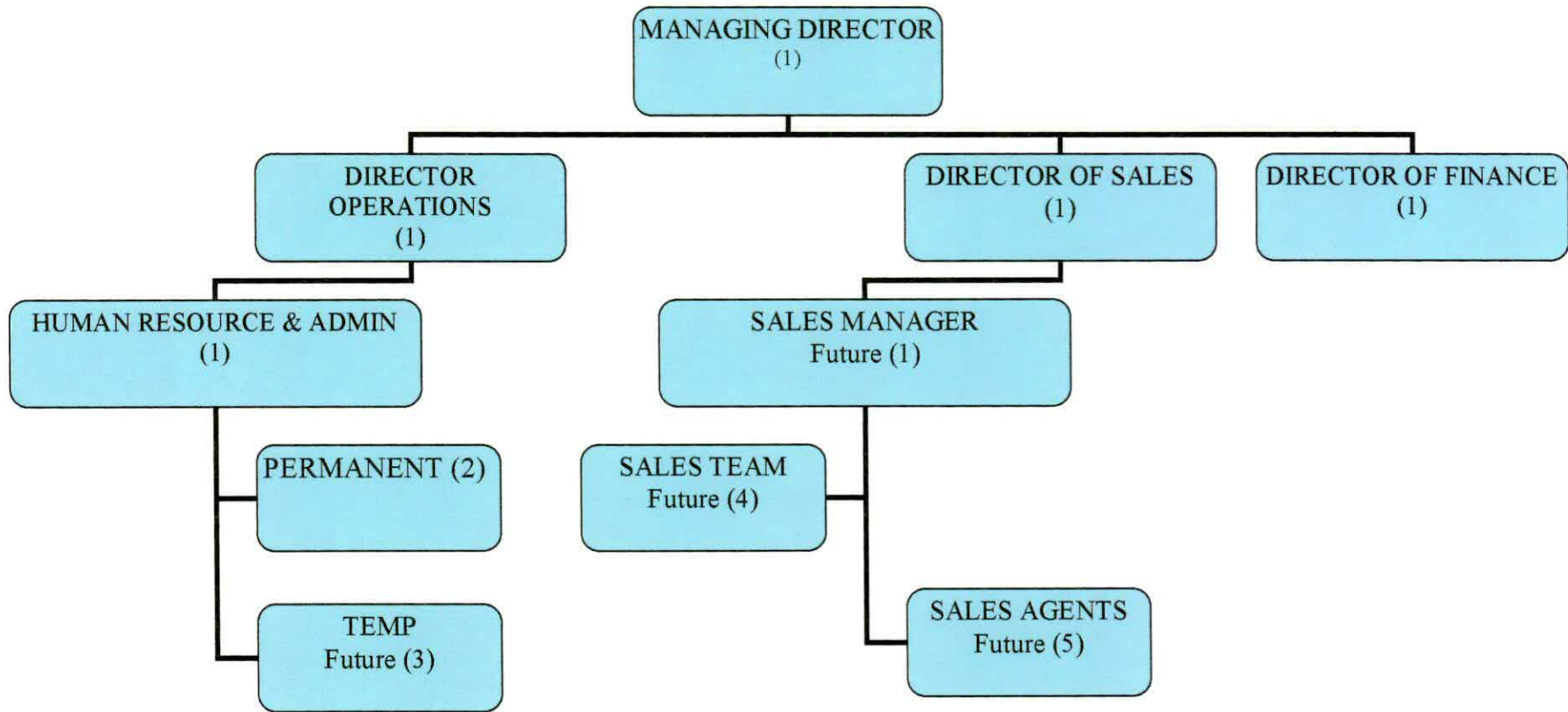
**Travel and per diems:-**

**COST: \$3000**

### **14.0 Distribution Systems**

- Identification of market representatives \$1000
- Associated travel and per diems to appoint representatives \$2500
- Leasing / renting overseas warehouse space (first year only) \$1000
- Cost associated with development of new agency contracts \$200
- Costs of license / legal agreement \$800

**COST: Cost of the above \$5500**



## **15.0 Social Responsibility**

Since its inception Serengetti Instant Coffee decided that it will work hand in hand with our farmers as well as consumers in trying to assist with the fight against HIV/AIDS. Especially affected are the farmers of Kagera that receive very limited support. Serengetti Instant coffee intends to give back to this community in the form of retroviral drugs that prolong human life

## **16.0 Implementation Strategy**

### **16.1 Pricing strategy**

At the moment, Serengetti is attempting a penetration strategy of pricing. By selling our product at a lower price (then the competition) to the wholesalers, we are hoping that the profit margin and retail recommended price will attract both the wholesalers and the consumers.

### **16.2 Sales Strategy**

In order to meet expected sales, we will link our marketing programs with the needs of customers. We will produce the needed sizes, charge reasonable prices and ensure a wide range of distribution. To ensure an aggressive sales and marketing campaign, Serengetti is planning to put in place the following strategies.

- Sales Agents: We will appoint individuals or company to act as agents in designated towns or cities. These agents will keep a commission not exceeding 10% of the amount charged to their sub-agents.

Promotion: We will use various media of communication to publicize and promote our products. Promotional channels use will include; brochures, flyers, and

- Catalogues, mass media, i.e. newsprints, radio and television, internet through our website (yet to be designed), tradeshows, Sales literatures, telemarketing, and banner advertising.
- Trade Discount: Through trade discounts, we will establish preferred buyer programs that will allow for bulk buying.

- Cash Discount: Cash incentive discounts will be provided for credit customers that pay within 15/30/60 days.

### **17.0 Management Structure**

#### **Organization Structure-**

The organization structure is illustrated as follows:

**SERENGETI INSTANT COFFEE LIMITED-PROJECTED FINANCIAL STATEMENT:**

**Income statement**

Turnover	\$50,000	\$62,500.	\$93,750	\$117,187	\$146,484
Cost of Sales	\$42,000	\$52,500	\$78,750	\$98,438	\$123,047
Gross Profit	\$ 8,000	\$10,000	\$15,000	\$18,749	\$23,437

Company Expenditure:

Office Rental	\$1,800	\$1,980	\$2,178	\$2,396	\$2,635
Salaries	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
All Other operating expenses	\$5550	\$6,105	\$6716	\$7,387	\$8,126
Total Expenses	\$11,850	\$12,585	\$13,394	\$14,283	\$15,261
PBT	(\$3,850)	(\$2,585)	\$1,606	\$4,466	\$8,176
Corporate Tax (30%)	\$0	\$0	\$482	\$1,340	\$2,453
Net Profit/(Loss)-NPAT	(\$3,850)	(\$2,585)	\$1,124	\$3,126	\$5,723

**Balance sheet**

Fixed Assets

Coffee Processing Machines	\$22,340	\$26,808	\$32,170	\$38,604	\$46,324
Land	\$70,000	\$77,000	\$84,700	\$93,170	\$102,487
Building	\$100,000	\$90,000	\$81,000	\$72,900	\$65,610
Furniture & Fittings	\$500	\$600	\$720	\$864	\$1,036
Total Fixed Assets	\$192,840	\$194,408	\$198,590	\$205,538	\$215,457

Currents Assets

Cash Book Balance	\$250	\$250	\$250	\$250	\$250
Bank Account	\$30,000	\$37,500	\$46,875	\$58,594	\$73,243
Prepaid Expenses	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000

Trade Debtors Account	\$20,000	\$25,000	\$62,500	\$109,375	\$167,969
Total Current Assets	\$53,250	\$65,750	\$112,625	\$171,219	\$244,462

Current Liabilities

Creditors Account	\$9,000	\$9,900	\$10890	\$11,979	\$13,177
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Accrual Expenses	<u>\$150</u>	<u>\$165</u>	<u>\$182</u>	<u>\$200</u>	<u>\$220</u>
Total Current Liabilities	\$9,150	\$10,065	\$11,072	\$12,179	\$13,397
Net Crt Asset/(Current Liabilities)	\$44,100	\$55,685	\$101,553	\$159,040	\$231,065
<b>NET ASSETS</b>	<b>\$236,940</b>	<b>\$250,093</b>	<b>\$300,143</b>	<b>\$364,578</b>	<b>\$446,522</b>

#### FINANCED BY

Ordinary Share Capital	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Retained Earning	(\$3,850)	(\$2,585)	\$1,124	\$3,126	\$5,723
Long Term Loan (Bank)	\$0	\$100,000	\$80,240	\$60,480	\$40,720
Shareholders Fund	<u>\$230,790</u>	<u>\$142,678</u>	<u>\$208,779</u>	<u>\$290,972</u>	<u>\$390,079</u>
<b>CAPITAL &amp; LIABILITIES</b>	<b>\$236,940</b>	<b>\$250,093</b>	<b>\$300,143</b>	<b>\$364,578</b>	<b>\$446,522</b>

#### Cashflow statement.

##### Operating Activities

Net Profit/(Loss)	\$ (3,850)	\$ (2,585)	\$ 1,124	\$ 3,126	\$ 5,723
Account Receivable	(\$20,000)				
Prepaid Expenses	(\$ 3,000)				
Accounts Payable	\$9,000				
Accrual Expenses	<u>\$150</u>	<u>(\$13,850)</u>	<u>(\$17,935)</u>	<u>(\$54,428)</u>	<u>(\$100,196)</u>
Net Cash From Operations	(\$17,700)	(\$20,520)	(\$53,304)	(\$97,070)	(\$151,849)

##### Investing Activities

Machinery Account	(\$22,340)	(\$4,468)	(\$5,362)	(\$6,434)	(\$7,720)
Other Non Current Assets					
Land	(\$70,000)				
Building	(\$100,000)				
Furniture & Fitting	<u>(\$500)</u>	<u>(\$170,500)</u>	<u>\$2,900</u>	<u>\$1,180</u>	<u>(\$2,199)</u>
Net Cash for Investing Activities	(\$192,840)	(\$1,568)	(\$4,182)	(\$6,948)	(\$9,919)

Financing Activities

Shareholders Fund	\$230,790	(\$70,412)	\$66,101	\$82,193	\$99,107
Long Term Loan	\$0	\$100,000	\$760	\$33,544	\$77,310
Net Cash from Financing Activities	\$230,790	\$29,588	\$66,861	115,737	\$176,417
Net Cash Increase for the Period	\$20,250	\$7,500	\$9,375	\$11,719	\$14,649
Cash at the beginning	\$10,000	\$30,250	\$37,750	\$47,125	\$58,844
Cash at the end	\$30,250	\$37,750	\$47,125	\$58,844	\$73,493

**Assumptions aligning the projected Financial statement above:-**

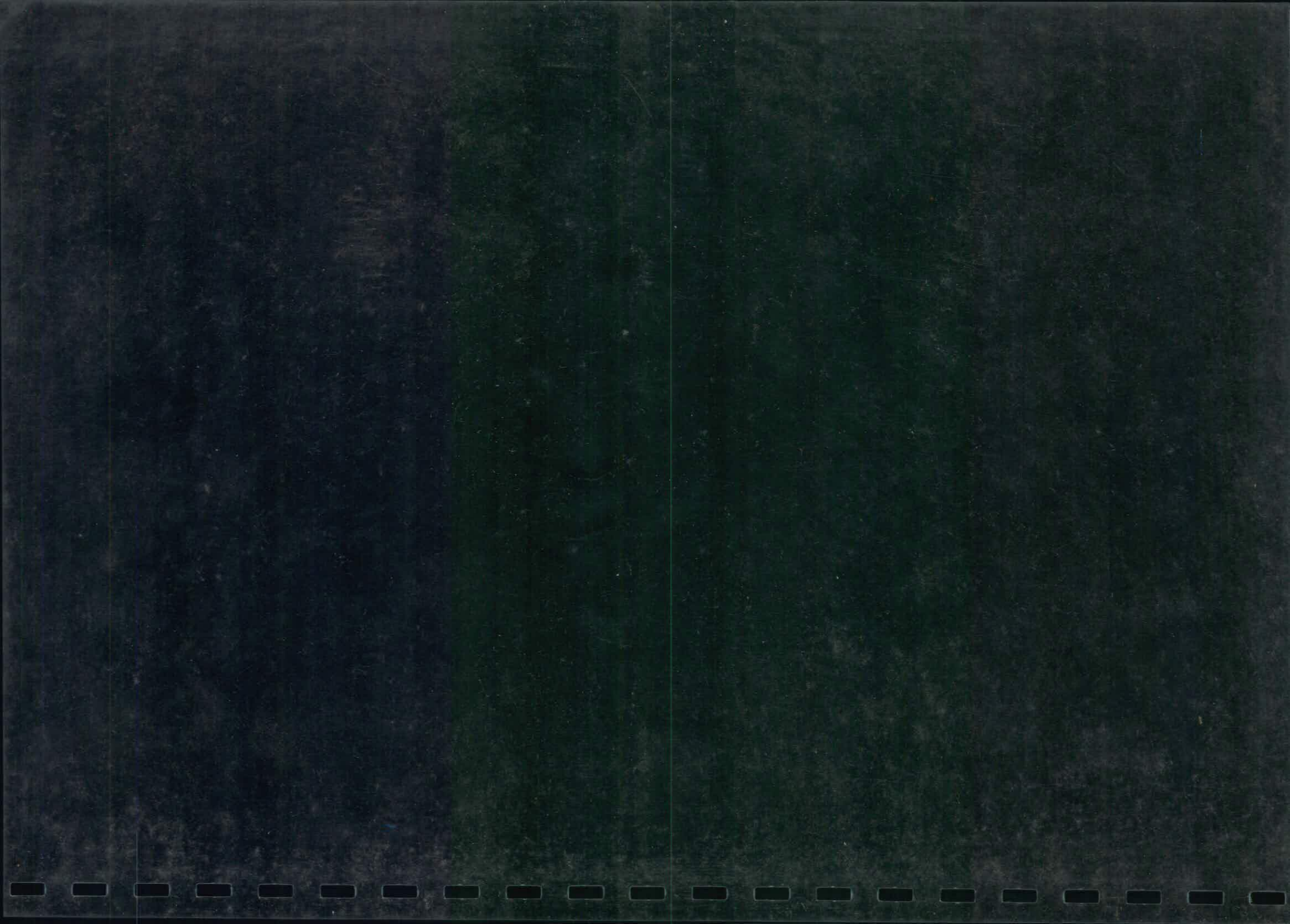
1. Turnover is assumed to increase by 25% from 1<sup>st</sup> year to 2<sup>nd</sup> year and 50% in the third year and then 25% on subsequent years.
2. All other expenses are assumed to increase by 10% except the Salary figure is assumed to remain constant for 5 years, assuming that number of staff in 5 years will decrease on learning curve.
3. Coffee processing machines are the actual cost of the new machine already installed and the assumption is that there would be additional and replacement by 20% each year as the production volume increases.
4. The land is valued at 70 million and it is assumed to appreciate value by 10%
5. The building stand at a value of 100 million and it will depreciate value on diminishing return by 10% signifying renovation and rebuilding requirement on the 5<sup>th</sup> year.
6. Turnover is assumed to have annual collection of 60% while the 40 % can be the outstanding to customers.
7. Shareholders funding is a promise of shareholders to fund the company for five years to a level when it shall be self sustaining.

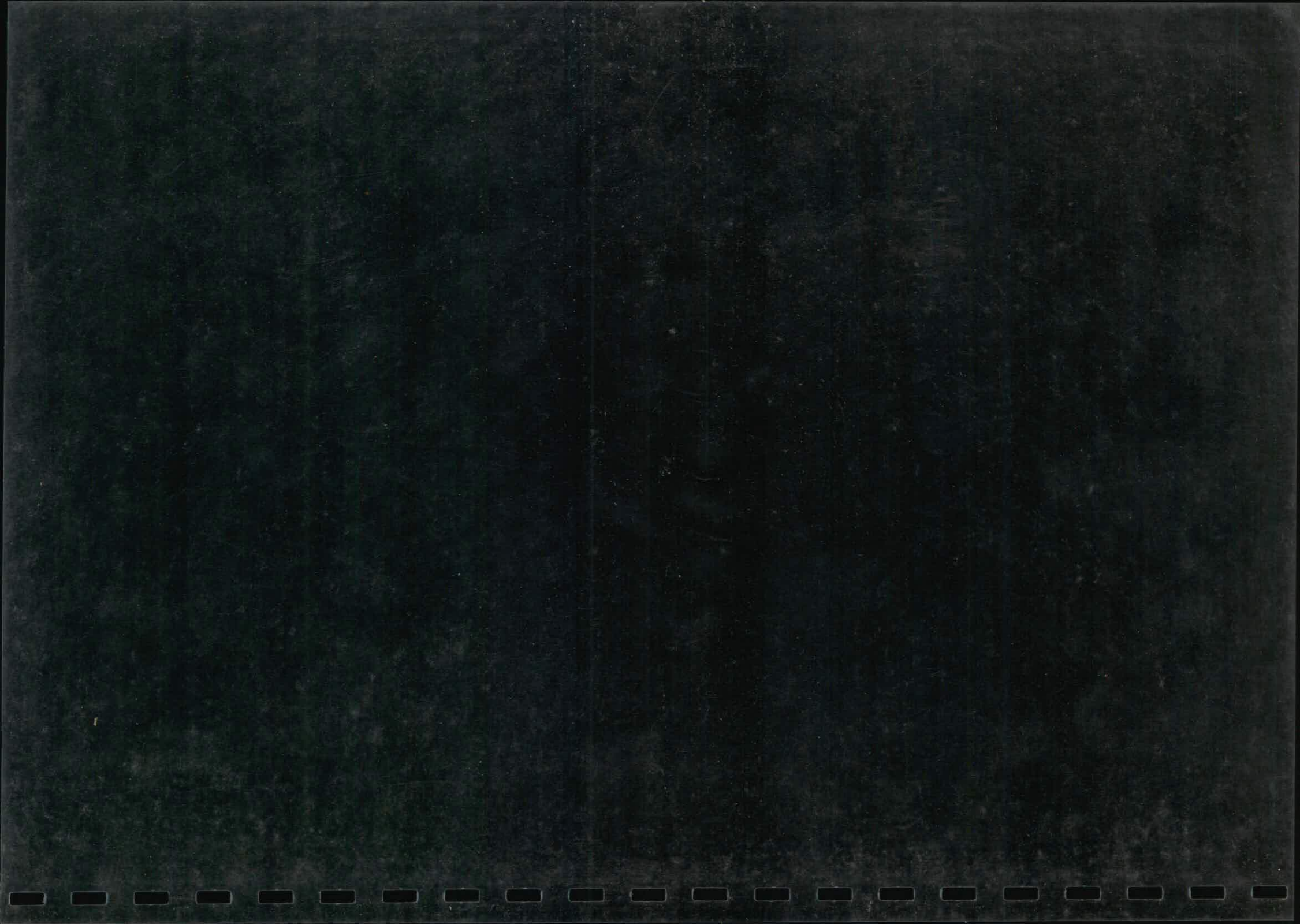
Drawn by the Directors

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**Computerisation of market information:-**

- All the returned surveys will be used to generate a database that would then later be used as a source of information for various sales and distribution activities.

**COST:**

<b>Data entry</b>	<b>\$400</b>
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**Travel to export markets:-**

- Around the East African Community including Burundi, Rwanda, Uganda, Kenya, and to some extent Malawi.

**COST:**

<b>Accumulative average</b>	<b>\$2000</b>
<b>Accommodation 2 nights</b>	<b>\$900</b>

**7.0 Product Research, Design, Development, Testing and Approval**

**Visits to specialist trade fairs to identify product concepts:-**

- This process will most likely be achieved by visiting department stores in developed city such as Dubai so as to get a wider variety of coffee goods and the manner in which they are packed. Dubai has a very well developed coffee drinking population that has a wide variety of coffee products to choose from. Dubai also has an annual

trade fair that exhibits various coffee products called The Dubai Shopping Festival (Global Village) that is held in December of every year.

**COST:**

<b>Airfare</b>	<b>\$2700</b>
<b>Accommodation 10 nights</b>	<b>\$1800</b>
<b>Admission fees</b>	<b>\$100</b>

**Survey of competing products:-**

- This exercise can initially be done here in Dar es Salaam to analyse local competition but also in neighbouring markets such as Kenya, and Uganda. Also, for an international prospective, it can also be done at the Dubai Trade fair.

**COST:**

**Purchase of samples for evaluation:-**

- Sachets, Tin Cans, Ground Coffee, Flavoured Coffee, Ice Coffee.

**COST:**

<b>Average</b>	<b>\$300</b>
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**Prototype construction and testing fees:-**

- China is the cheapest producer of packaging materials excluding Tin cans and boxes. Sachets and vacuum seal ground coffee bags will have to be prototyped in China. All other materials will have to be prototyped and procured locally. The average costs mentioned below include artwork modification and design.

**COST:**

<b>Local Tin Cans (Nampack)</b>	<b>\$1000</b>
<b>3 Designs – 3 in1- 20g, 15g, 10g for sachet: material: BOPP20/AL7/LLDPE55</b>	<b>\$300</b>
<b>3 Designs 500g, 7500g, 1kg - stand up pouch: material:PET12/AL7/LLDPE60</b>	<b>\$750</b>

**Tooling excluding machinery:-**

<b>COST: Sachets 3 designs</b>	<b>\$4500</b>
<b>Stand up Pouch 3 designs</b>	<b>\$3500</b>

**Consultants to test market reaction:-**

**Demonstrations and samples to potential buyers:-**

**COST:**

<b>All products</b>	<b>\$300</b>
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**Cost of product registration:-**

- Cost of product registration includes Tanzania Food and Drug Authority, Tanzania Bureau of Standards.

**COST:**

<b>TFDA</b>	<b>\$300</b>
<b>TBS</b>	<b>\$800</b>

**Transport of product to / from institute:-**

<b>COST:</b>	<b>\$60</b>
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## **8.0 Quality Management**

- Assistance in diagnosing and correcting production / efficiency problems

**COST:** \$500

**Consultant from Tanica:-**

**Cost:** \$500

**Installation of quality management systems:-**

**COST:**

**Employee** \$500

## **9.0 Presentation Materials**

**Graphic design fees:-**

**COST:** \$200

**Photography:-**

**COST:** \$50

**Origination costs:-**

**COST:** \$50

**Plate making and separation costs: -**

**COST:**

**3 designs** \$200

## **10.0 Management Information Systems**

**Consultancy fees:-**

**COST:** \$200

**Related software:-**

**COST:** \$400

**Training:-**

**COST: \$150**

**11.0 Advertising / Promotion Materials / Brochures / Technical Literature / Catalogues**

**Origination costs:-**

**COST:**

**3 designs \$150**

**Design fees:-**

**COST:**

**3 designs \$200**

Artwork, photography, videos, space & media, Press release, Brand Promotion, Public relation campaign.

**COST: \$8000**

**Point-of-sale material:-**

**COST: \$70**

**In store displays and demonstrations:-**

**COST: \$300**

**Seminars:-**

**COST: \$100**

**12.0 Trade Fairs**

**Airfares, per Diems:-**

**COST: \$2500**

**Space rental:-**

**COST: \$ 3000**

**Entry charges: This includes trade fairs attended as viewers only:-**

**COST: \$200**

**Stand construction (This includes attendants/assistants hired to help man the stand):-**

**COST: \$100**

**Catalogue entry expenses:-**

**COST: \$50**

**Transport of samples to / from exhibitions:-**

**COST: \$100**

### **13.0 Human Resource Development / Training**

- Most of our machines are Chinese made. Machines such as the sachet machine will require training. Participation in approved technical and management training courses

**COST: \$2500**

**Travel and per diems:-**

**COST: \$3000**

### **14.0 Distribution Systems**

- Identification of market representatives \$1000
- Associated travel and per diems to appoint representatives \$2500
- Leasing / renting overseas warehouse space (first year only) \$1000
- Cost associated with development of new agency contracts \$200
- Costs of license / legal agreement \$800

**COST: Cost of the above \$5500**

## **15.0 Social Responsibility**

Since its inception Serengetti Instant Coffee decided that it will work hand in hand with our farmers as well as consumers in trying to assist with the fight against HIV/AIDS. Especially affected are the farmers of Kagera that receive very limited support. Serengetti Instant coffee intends to give back to this community in the form of retroviral drugs that prolong human life

## **16.0 Implementation Strategy**

### **16.1 Pricing strategy**

At the moment, Serengetti is attempting a penetration strategy of pricing. By selling our product at a lower price (then the competition) to the wholesalers, we are hoping that the profit margin and retail recommended price will attract both the wholesalers and the consumers.

### **16.2 Sales Strategy**

In order to meet expected sales, we will link our marketing programs with the needs of customers. We will produce the needed sizes, charge reasonable prices and ensure a wide range of distribution. To ensure an aggressive sales and marketing campaign, Serengetti is planning to put in place the following strategies.

- Sales Agents: We will appoint individuals or company to act as agents in designated towns or cities. These agents will keep a commission not exceeding 10% of the amount charged to their sub-agents.

Promotion: We will use various media of communication to publicize and promote our products. Promotional channels use will include; brochures, flyers, and

- Catalogues, mass media, i.e. newsprints, radio and television, internet through our website (yet to be designed), tradeshow, Sales literatures, telemarketing, and banner advertising.
- Trade Discount: Through trade discounts, we will establish preferred buyer programs that will allow for bulk buying.

- Cash Discount: Cash incentive discounts will be provided for credit customers that pay within 15/30/60 days.

## **17.0 Management Structure**

### **Organization Structure-**

The organization structure is illustrated as follows:

## **17.1 Management Team**

Mr. Emmanuel Kaigarula is an experienced coffee farmer and sales executive. He has been involved with a similar start-up of INCAFE LIMITED that had a turn over of over 30 million shillings a week. Mr. Evan N. Mulokozi is an expert Sales and Marketing executive that has had more than 15 years of experience in international sales in various industries. He has had the opportunity of working with both Anglophone and Francophone markets across Africa and Europe.

Mr Albert Nkinda is a seasoned management executive with more than 10 years of experience in Banking, focusing more on commodity markets and international trade.

Serengetti Instant Coffee Limited has also taken initiative to hire the Services of Mr. Symphorian Malingumu a Certified Public Accountant having vast experience in setting the financial policies and procedure of various companies so that our financial structure and management process could be done right from the beginning.

## **17.2 Personnel Plan**

The current terms of employment are both temporary and permanent. We are staffed with skilled and semi –skilled employees that are capable of adopting and learning new production techniques as Serengetti Instant Coffee grows. We intend to recruit more staff with relevant qualifications as needed for our growth.

### **19.1 Staffing**

#### **17.2.1 Permanent Staff**

Currently we have a team of six permanent staff; we intend to grow this to a total of eleven staff in the next six months. Area of focus will be to expand the sales team as at the moment all daily sales activities are being coordinated by the management team.

**17.2.2 Temporary staff**

We intend to recruit additional two temporary staff to assist in the factory. Duties will involve packing and mixing flavours.

**18.0 Probable Timing and the cost for each preliminary activity**

Type of Activity	Service Supplier	Date of activity		Budget
		Start	Finish	
Market Research /Development		01/09/08	01/12/09	\$ 4,880
Product Research / Design / Development / Test		01/09/08	01/12/09	\$ 16,410
Product Efficiency / Cost Reduction / Quality Management		01/09/08	01/12/09	\$ 1,000
Packaging / Presentation Material		01/09/08	01/12/09	\$ 500
Management Information Systems		01/09/08	01/12/08	\$ 750
Advertising / promotion Material / Brochure / Technical Literature / Catalogues		01/09/08	01/12/08	\$ 8,820
Trade Fair		01/09/08	01/12/09	\$ 5,950
Human Resource Development / Training		01/09/08	01/12/09	\$ 5,500
Distribution Systems		01/09/08	01/12/09	\$ 5,500
<b>TOTAL BUDGET</b>				<b>\$ 49,310</b>

**SERENGETI INSTANT COFFEE LIMITED-PROJECTED FINANCIAL STATEMENT:****Income statement**

Turnover	\$50,000	\$62,500.	\$93,750	\$117,187	\$146,484
Cost of Sales	\$42,000	\$52,500	\$78,750	\$98,438	\$123,047
Gross Profit	\$ 8,000	\$10,000	\$15,000	\$18,749	\$23,437

## Company Expenditure:

Office Rental	\$1,800	\$1,980	\$2,178	\$2,396	\$2,635
Salaries	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
All Other operating expenses	\$5550	\$6,105	\$6716	\$7,387	\$8,126
Total Expenses	\$11,850	\$12,585	\$13,394	\$14,283	\$15,261
PBT	(\$3,850)	(\$2,585)	\$1,606	\$4,466	\$8,176
Corporate Tax (30%)	\$0	\$0	\$482	\$1,340	\$2,453
Net Profit/(Loss)-NPAT	(\$3,850)	(\$2,585)	\$1,124	\$3,126	\$5,723

**Balance sheet**Fixed Assets

Coffee Processing Machines	\$22,340	\$26,808	\$32,170	\$38,604	\$46,324
Land	\$70,000	\$77,000	\$84,700	\$93,170	\$102,487
Building	\$100,000	\$90,000	\$81,000	\$72,900	\$65,610
Furniture & Fittings	\$500	\$600	\$720	\$864	\$1,036
Total Fixed Assets	\$192,840	\$194,408	\$198,590	\$205,538	\$215,457

## Currents Assets

Cash Book Balance	\$250	\$250	\$250	\$250	\$250
Bank Account	\$30,000	\$37,500	\$46,875	\$58,594	\$73,243
Prepaid Expenses	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Trade Debtors Account	\$20,000	\$25,000	\$62,500	\$109,375	\$167,969
Total Current Assets	\$53,250	\$65,750	\$112,625	\$171,219	\$244,462
Current Liabilities					
Creditors Account	\$9,000	\$9,900	\$10890	\$11,979	\$13,177

Accrual Expenses	<u>\$150</u>	<u>\$165</u>	<u>\$182</u>	<u>\$200</u>	<u>\$220</u>
Total Current Liabilities	\$9,150	\$10,065	\$11,072	\$12,179	\$13,397
Net Crt Asset/(Current Liabilities)	\$44,100	\$55,685	\$101,553	\$159,040	\$231,065
<b>NET ASSETS</b>	<b>\$236,940</b>	<b>\$250,093</b>	<b>\$300,143</b>	<b>\$364,578</b>	<b>\$446,522</b>

#### FINANCED BY

Ordinary Share Capital	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Retained Earning	(\$3,850)	(\$2,585)	\$1,124	\$3,126	\$5,723
Long Term Loan (Bank)	\$0	\$100,000	\$80,240	\$60,480	\$40,720
Shareholders Fund	<u>\$230,790</u>	<u>\$142,678</u>	<u>\$208,779</u>	<u>\$290,972</u>	<u>\$390,079</u>
<b>CAPITAL &amp; LIABILITIES</b>	<b>\$236,940</b>	<b>\$250,093</b>	<b>\$300,143</b>	<b>\$364,578</b>	<b>\$446,522</b>

#### Cashflow statement.

##### Operating Activities

Net Profit/(Loss)	\$ (3,850)	(\$2,585)	\$1,124	\$3,126	\$5,723
Account Receivable	(\$20,000)				
Prepaid Expenses	(\$ 3,000)				
Accounts Payable	\$9,000				
Accrual Expenses	<u>\$150</u>	<u>(\$13,850)</u>	<u>(\$17,935)</u>	<u>(\$54,428)</u>	<u>(\$100,196)</u>
Net Cash From Operations	(\$17,700)	(\$20,520)	(\$53,304)	(\$97,070)	(\$151,849)

##### Investing Activities

Machinery Account	(\$22,340)	(\$4,468)	(\$5,362)	(\$6,434)	(\$7,720)
Other Non Current Assets					
Land	(\$70,000)				
Building	(\$100,000)				
Furniture & Fitting	<u>(\$500)</u>	<u>(\$170,500)</u>	<u>\$2,900</u>	<u>\$1,180</u>	<u>(\$2,199)</u>
Net Cash for Investing Activities	(\$192,840)	(\$1,568)	(\$4,182)	(\$6,948)	(\$9,919)

### Financing Activities

Shareholders Fund	\$230,790	(\$70,412)	\$66,101	\$82,193	\$99,107
Long Term Loan	\$0	\$100,000	\$760	\$33,544	\$77,310
Net Cash from Financing Activities	\$230,790	\$29,588	\$66,861	115,737	\$176,417
Net Cash Increase for the Period	\$20,250	\$7,500	\$9,375	\$11,719	\$14,649
Cash at the beginning	\$10,000	\$30,250	\$37,750	\$47,125	\$58,844
Cash at the end	\$30,250	\$37,750	\$47,125	\$58,844	\$73,493

### Assumptions aligning the projected Financial statement above;-

1. Turnover is assumed to increase by 25% from 1<sup>st</sup> year to 2<sup>nd</sup> year and 50% in the third year and then 25% on subsequent years.
2. All other expenses are assumed to increase by 10% except the Salary figure is assumed to remain constant for 5 years, assuming that number of staff in 5 years will decrease on learning curve.
3. Coffee processing machines are the actual cost of the new machine already installed and the assumption is that there would be additional and replacement by 20% each year as the production volume increases.
4. The land is valued at 70 million and it is assumed to appreciate value by 10%
5. The building stand at a value of 100 million and it will depreciate value on diminishing return by 10% signifying renovation and rebuilding requirement on the 5<sup>th</sup> year.
6. Turnover is assumed to have annual collection of 60% while the 40 % can be the outstanding to customers.
7. Shareholders funding is a promise of shareholders to fund the company for five years to a level when it shall be self sustaining.

Drawn by the Directors

**Serengetti Instant Coffee Limited.**

P.O.Box 7677

Dar es Salaam.