

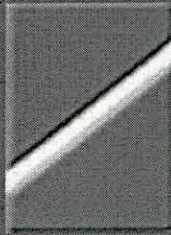
PRIME MINISTER'S OFFICE

TANZANIA INVESTMENT CENTRE

FILE BEGINS PART 042196	ENDS	PART FILE NUMBER TICC PP.10 06846
CONFIDENTIAL		PP.10 042196 06846
INDEX HEADINGS		

Officer or Section	For Action F/M	Initials	Date	Action taken Vide F/M	Officer or Section	For Action F/M	Initials	Date	Action taken Vide F/M	Officer or Section	For Action F/M	Initials	Date	Action taken Vide F/M
DIF	F-1	aw	15/6/2010	←	DIF	F-31	DR	15/7/13	←					
ZAKARA	F-1	←	24/6/2010	→	ADAM	F-31	←	15/7/13	M					
DIP	F-1	b	9/7/10		DIF	F-33	DR	29/7/13	←					
AD DIF	F-4	DR	25/7/11	←	DIF	F-34	DR	20/8/13	←					
		←	28/11/11		ADAM	F-34	←	20/8/13	M					

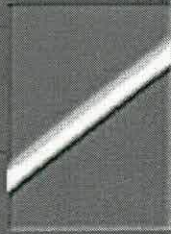
SOLVO TANZANIA LTD



OVERVIEW

- ❖ Owns & operates to the highest international norms & standards bulk terminals and dry cargo facilities in:
 - Aqaba, Jordan: 51 tanks, total capacity 90,000 m³
 - Adabiyah, Egypt: 29 tanks, total capacity 40,000 m³ & 2 warehouses of 20,000 m². New expansion in progress, 6 tanks cap. 4500m³.
 - Mombasa, Kenya: 20 tanks, total capacity 9,500 m³
 - Dubai, UAE: A new Bulk storage project is under evaluation, permit secured, state of art warehouse 1,350 m³, capacity 10,000 drums for hazardous & flammable products.
 - State of art Drum filling facilities in Aqaba, Dubai, Mombasa & Adabiyah.

OVERVIEW



❖ SOLVOCHEM is structured along business needs, markets and functions with companies and offices strategically located in:
- Rotterdam: Supply Chain Logistics/ Procurement/ Trading.

- Lebanon: Bulk Storage, Distribution of Chemicals & Polymers.

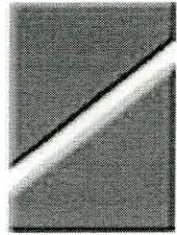
- Cyprus: Financial support coordination center.

- Jordan: Bulk liquid terminal & distribution in Jordan & contiguous countries.

- Egypt: Bulk liquid terminal & dry cargo storage facilities.

- United Arab Emirates: Distribution of chemicals and state of art drums storage warehouse.

- Kenya: Bulk liquid terminal in Mombasa including distribution of chemicals and polymers in East Africa

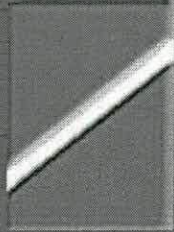


SOLVOCHEM TANZANIA

OBJECTIVES

- ❖ **By building the storage tanks Solvochem Tanzania will be aligning itself with the large multinational chemical companies operating in the region.**
- ❖ **With its existing expertise, resources and knowledge of the local and international markets, Solvochem will be able to obtain major distribution and storage contracts, as well as trading with major companies in the East African region.**
- ❖ **Solvochem Tanzania is to purchase many products from various suppliers, ship them to our warehouse in Mtwara and then for on warding distribution in the region.**

SOLVOCHEM MISSION



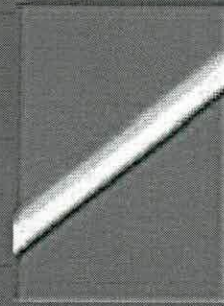
- ❖ SOLVOCHEM understands that every task it tackles is a challenge with its own problems, but it also offers its own opportunities. Whether they involve finance, distribution, transport resources or simply the personal touch of confidence and dependability required to maintain close relationships with customers in one of the most difficult and volatile markets in the world.

May 2009

Solvochem proprietary

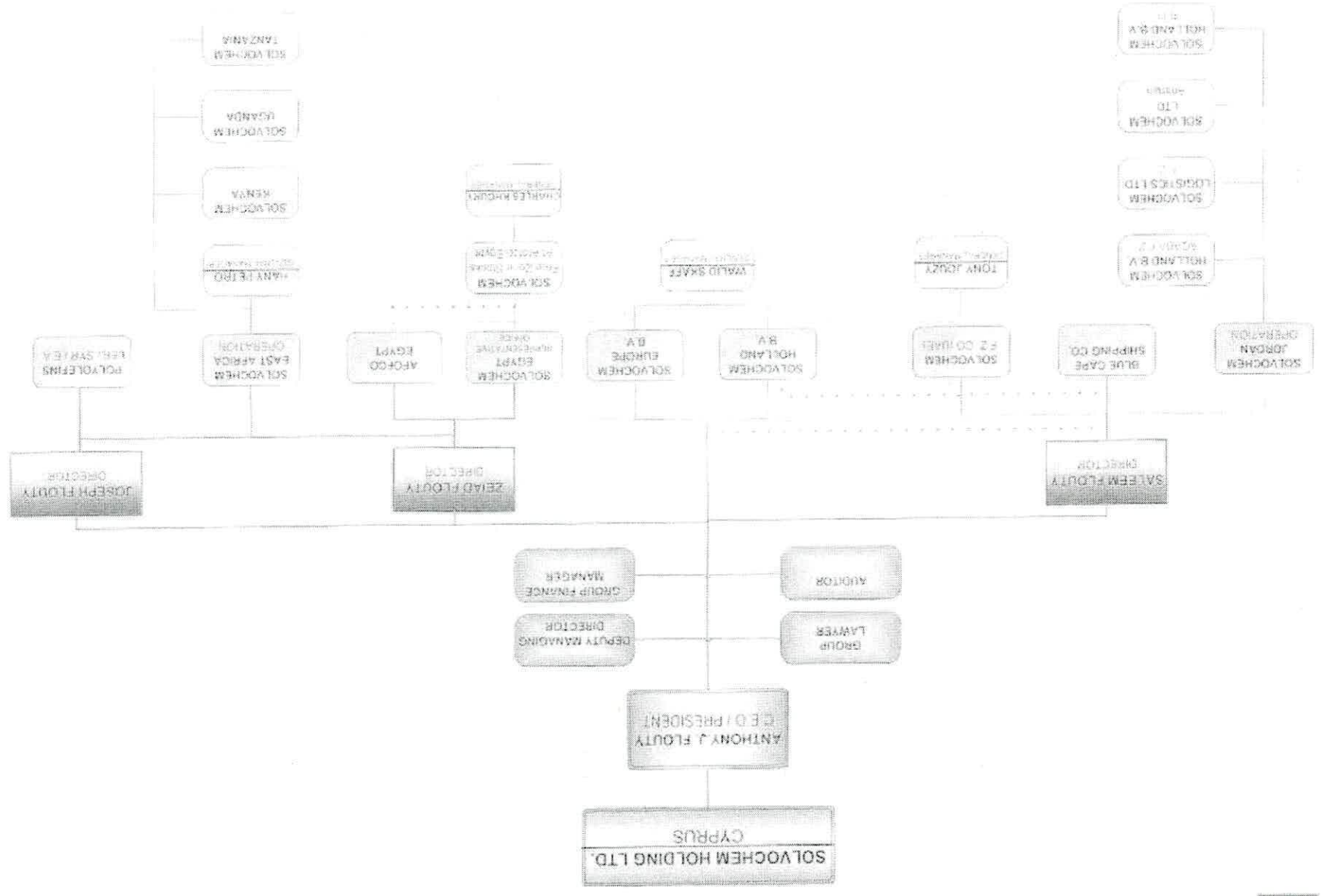
International Chemical and Solvents Distribution

SOLVOCHEM



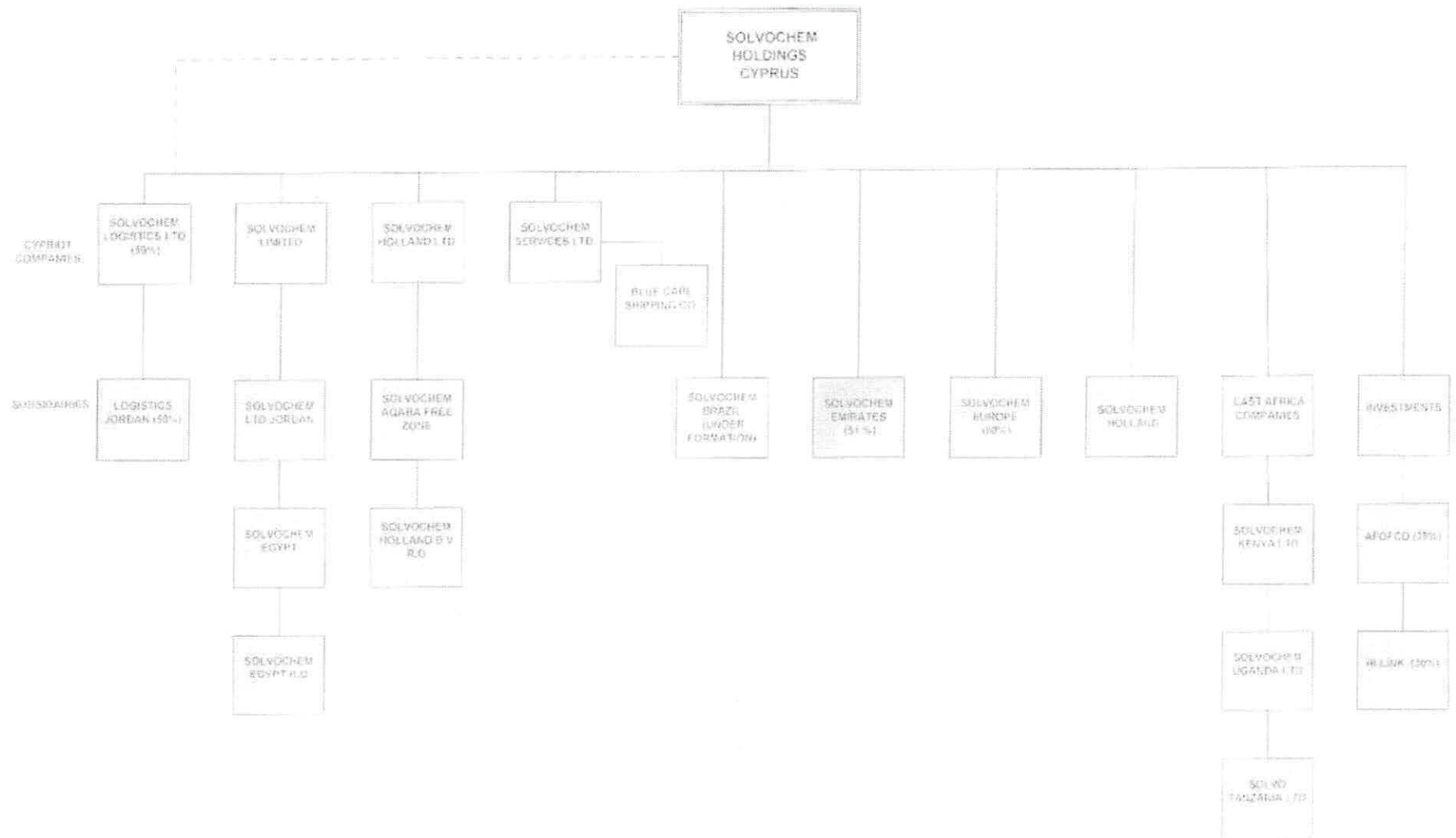


MANAGEMENT STRUCTURE & BUSINESS FLOW CHART



SOLVOCHEM GROUP

International Group of Companies





GEOGRAPHICAL MAP PRESENCE

■ SALES CENTRE

■ MARKETING AREA

■ BULK STORAGE

■ BULK STORAGE TERMINALS

■ ADABIYEH

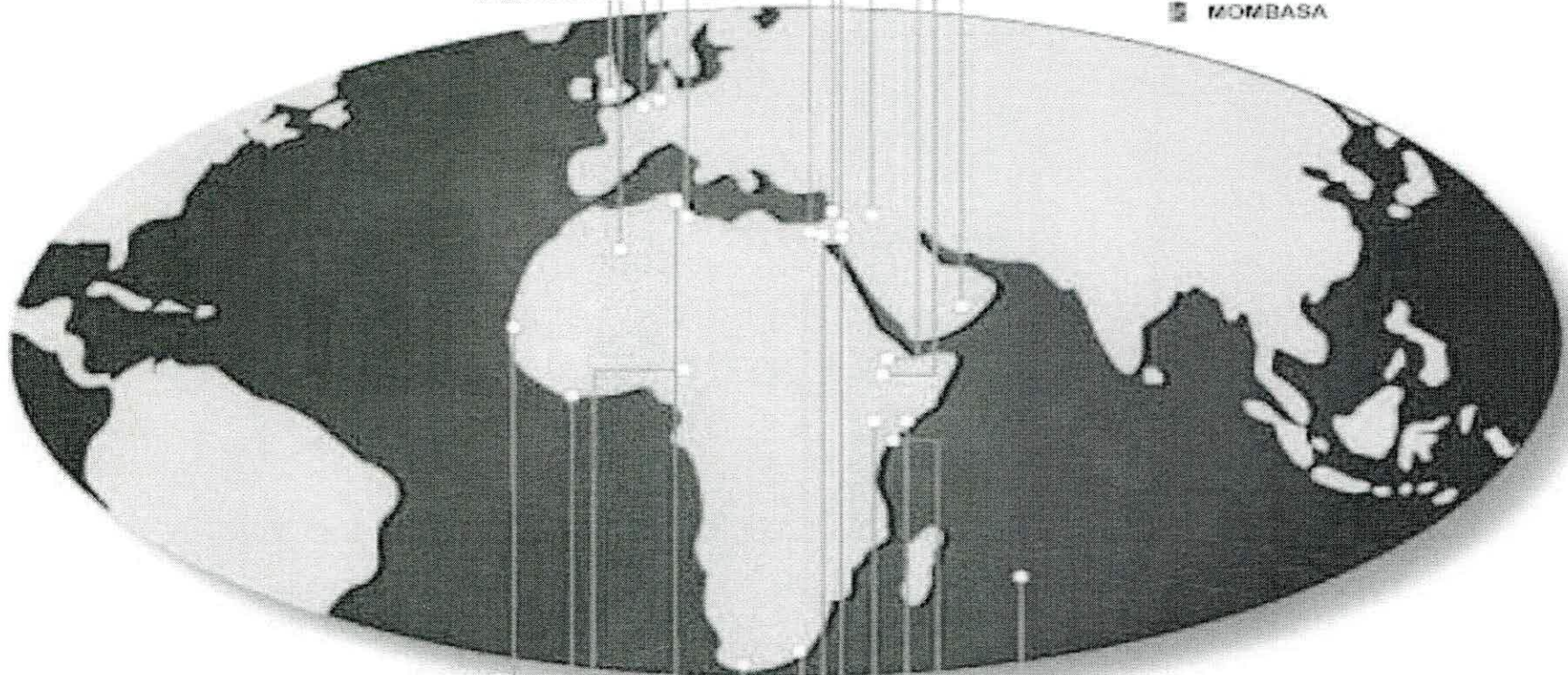
■ AQABA

■ BEIRUT

■ DUBAI

■ MOMBASA

■ TRIPOLI
■ ROTTERDAM
■ BRUSSELS
■ ALGIERS
■ LONDON
■ ADDIS ABABA
■ ASMARA
■ BAGDAD
■ AMMAN
■ BEIRUT
■ CAIRO
■ DUBAI



■ DAKAR

■ ABIDJAN

■ LAGOS

■ TUNIS

■ SCAPE TOWN

■ DURBAN

■ ADABIYEH

■ AQABA

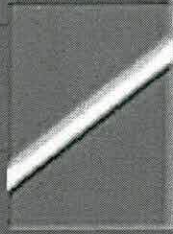
■ KAMPALA

■ NAIROBI

■ MOMBASA

■ MAURITIUS

OVERVIEW



- ❖ SOLVOCHEM is close to its markets and serves its customers through an efficient supply chain. Its chemical activities cover 20 countries in the Middle East and Africa (Ref: Geographical map).
- ❖ SOLVOCHEM is staffed with highly qualified and experienced personnel supported by dedicated customer service staff.
- ❖ Total professional & support staff + 100 persons
- ❖ Consolidated sales 2009 turnover about USD 185 M on a total volume of Bulk & packaged products of about 180 KT.
- ❖ Growth year on year basis for past 3 years on average was +25% per annum, which translates into doubling of our activities.



The company profile submitted identifies SOLVOCHEM as an International Chemical and Solvents distributor.

The projected business plan for Mtwara project indicates that the investor will construct storage facilities for petrochemical products and dry and liquid fertilizer products.

The following information should be included:-

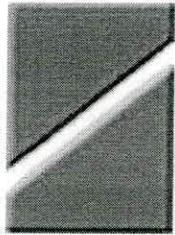
- (i) Clear statement of the project objective.
- (ii) Details of investment costs (i.e. Foreign and local expected capital expenditure)
- (iii) How the proposed project is to be financed (To show specific sources of finance)
- (iv) Market study

**Investment Costs Breakdown
for Phase I**

No.	Item	Costs in USD
1	Land/ Building/ Warehouse	400,000
2	Plant/ Machinery/ Equipment	3,500,000
3	Motor Vehicles	250,000
4	Furniture & Fittings	200,000
5	Pre- expenses	450,000
6	Others	200,000
7	Working Capital	3,000,000
	Total	8,000,000

**Financing Plan
for Phase I**

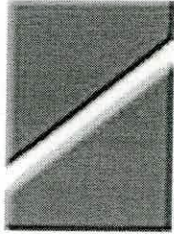
	Equity	Loan
Foreign	3,000,000	5,000,000
Local	-	-



SOLVOCHEM TANZANIA

DRIVING FACTORS OF THE PROJECT

- ❖ There is an acute shortage of storage capacity in the region for bulk tank facilities and specialized drummed warehouses for chemical products.
- ❖ There exists an excellent climate for investments along with labor availability at reasonable rates.
- ❖ Multinational companies require active large distributors who add value to their business by having local stocks and can act as order fulfillment partners.
- ❖ Solvochem is already recognized as one of the key distributors in other parts of the East African Markets .

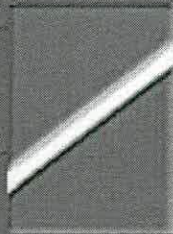


SOLVOCHEM TANZANIA

DRIVING FACTORS OF THE PROJECT (Continued)

- ❖ Solvochem has the expertise and the resources to run such specialized operations in the region.
- ❖ Solvochem has global procurement offices and other tank farms in Jordan, Lebanon, Egypt, Dubai and Kenya.
- ❖ Solvochem is logistically located and able to service and support a new platform that will facilitate trading and distribution throughout East African market.

OVERVIEW



- ❖ SOLVOCHEM was established in 1979 and expanding ever since.
- ❖ Long term Relationship and Distribution Agreements with major Global Suppliers:

- SHELL Chemicals
- Exxon Mobil Chemical
- Celanese
- SASOL
- Others









5. PROBLEMS AND SOLUTIONS

FAILURE TO IMPLEMENT THE PROJECT IN TIME:

We have tried to plan and implement the proposed project; however we are behind the time. The Goods are on the high seas. We are now begging your good office to speed up the process of amending the Certificate of incentives (the project was wrongly classified in construction sector) so as to allow the Commissioner for Customs to grant us Tax Exemptions.

6. PROSPECT/FUTURE PLANS

- To expand the facilities for Manufacturing, chemical storage and logistics (supply).

7. RECOMMENDATIONS AND COMMENTS:

The project is in its development/ Constructing Chemical storage facilities; later will be manufacturing and logistics/ supply of petrochemical. Therefore we request the Amendment of the Certificate of Incentives (the project was wrongly classified in construction sector) so as to allow the Commissioner for Customs to grant our project tax exemptions.

Tanzania Office:

Plot 895,
Mrikao Road, Masaki,
Dar-es-Salaam
T. + 255 (0) 767 922 933
F. +255 (0) 61 44 05 867
E. Tanzania@solvochem.com



SOLVOCHEM TANZANIA LTD

3. PROJECTS FINANCIAL EXPENDITURE TO DATE;

(Fig. in USD \$)

Land/building	137,000
Plant/ Machinery	150,000
Vehicles	30,000
Furniture & Fittings	-
Pre expenses	10,000
Others	-
Working Capital	10,000
Total	337,000

4. PROJECT FINANCING

The proposed Project of Constructing Chemical storage facilities, Manufacturing, logistics/ supply of petrochemical products is financed by shareholders funds (own equity) and loan. The following are the shareholders with their shareholding structure percentage are:-

1.	Tony Joseph Flouty	United Kingdom	50%
2.	Solvochem Holdings Ltd	United Kingdom	50%
	Total		100%

Tanzania Office:

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www.solvochem.com



**SOLVOCHEM
TANZANIA LTD**

PROGRESS REPORT FOR PERIOD ENDING JANUARY, 2012

1. PLANNED ACTIVITIES FOR THE PERIOD WERE:-

- Constructing Chemical storage facilities and related structure.
- Acquisition of building materials, Importation of equipment & fittings for chemical storage project.

The proposed project when is complete will have chemical storage facilities, manufacturing of chemicals and logistics supply of petrochemical products.

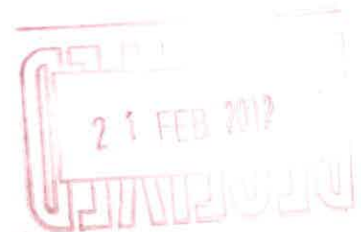
2. ACHIVEMENTS MADE ON THE PROJECTS IMPLEMENTATION TO DATE:-

- The Construction of the proposed project has started and it is at preliminary stage (ie cutting, filling and leveling) etc
- In order for the Chemical Storage, Manufacturing and Logistics to be successful and at a lower cost the intended Project has applied for Tax exemption i.e Import Duty and VAT exemption on Capital/ deemed Capital Goods to Commissioner for Customs & Excise.

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www.solvochem.com



9



28 FEB 2012

28 February 2012

Messers; TIC – Tanzania Investment Centre,
Dar es Salaam.

Re ; Amendment to TIC Certificate – Solvochem Tanzania Ltd

Dear Sirs,

We refer to our T.I.C certification and its subsequent classifications and status.

We, unfortunately and inadvertently due to an administrative oversight neglected to clarify our activities precisely to encompass the business that is to be conducted in Mtwara at our proposed petrochemical terminal.

We respectfully request your kind assistance in amending our **sector** status to read as follows;

Manufacturing (Within manufacturing there will also be Processing Activities conducted)

We trust that you will be kind enough to accommodate our request and look forward to receiving your response accordingly.

Yours faithfully,

Peter Wilson
General Manager
+255 767 933 944



Tanzania Office:

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F. +255 (0) 61 44 05 867
E. Tanzania@solvochem.com

www.solvochem.com

TICC/PP.10/06846/07

20/01/2012

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
060846**

M/S Solvochem Tanzania Limited is a TIC registered company with certificate of incentives **No. 060846** which is valid up to **June 2013**

The company has been registered with objectives of constructing chemical storage facilities and related structures.

Attached herewith please find a list of Capital/ Deemed Capital Goods for Duty and VAT remissions approval.

Yours sincerely

TANZANIA INVESTMENT CENTRE



P.P. N.A. Senzia

FOR: EXECUTIVE DIRECTOR

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 (%) |
|-------------------------|----------------|------------------|
| Tony Joseph Flouty | United Kingdom | 50 |
| Solvochem Holdings Ltd. | United Kingdom | 50 |
2. Proposed Activities : To construct chemical storage facilities and related structures
3. Sector: Construction Subsector: Chemical storage facilities
4. Investment cost: Foreign USD 8m. Local - Total USD 8m.
5. Project Financing: Equity USD 3m. Loans USD 5m. Total USD 8m.
6. Source, terms and conditions of loan.
7. Assets to be invested:
- | Capital items: | Foreign | Local | Total |
|----------------|---------|-------|---------|
| | USD 8m. | - | USD 8m. |
8. Technology Agreement None
9. Date of TIC Registration: 9th July 2010
10. Implementation period July 2010 - June 2013
11. Operative date July 2013
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
- (i) Applicable Import Duty And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997
 - (ii) Applicable with-holding Tax As per Income Tax Act, 2004 (as amended)
 - (iii) Eligibility of Capital Allowances As per Income Tax Act, 2004 (as amended)
13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.
14. Conditions attached to this Certificate of Incentives
- (i) Date of Commencement of investment has to be notified to the Centre.
 - (ii) Certificate not to be transferred, assigned or amended
 - (iii) Failure to commence implementation within two years invalidates Certificate
 - (iv) Failure to operate investment must be notified to the Centre
 - (v) Changes in shareholding, project activities and level of invested capital must be notified to the centre
15. Additional conditions attached to Certificate
- None

Signed 
Ag. Executive Director

of The Original
Signature
Date 11/8/2011



00217883

For: Executive Director
Tanzania Investment Centre

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 060846

This is to certify that

SOLVOCHEM TANZANIA LIMITED

of address P.O. BOX 110211

DAR ES SALAAM

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

SOLVOCHEM TANZANIA LIMITED

Which is located at MTWARA PORT

MTWARA

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

.....
Ag. Executive Director

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

Dated 1ST AUGUST 2011



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 (%)
Tony Joseph Flouty	United Kingdom	50
Solvochem Holdings Ltd.	United Kingdom	50
2. Proposed Activities: To construct chemical storage facilities and related structures
3. Sector: Construction Subsector: Chemical storage facilities
4. Investment cost: Foreign USD 8m. Local - Total USD 8m.
5. Project Financing: Equity USD 3m. Loans USD 5m. Total USD 8m.
6. Source, terms and conditions of loan:
7. Assets to be invested:

Capital items:	Foreign	Local	Total
	USD 8m.	-	USD 8m.
8. Technology Agreement: None
9. Date of TIC Registration: 9th July 2010
10. Implementation period: July 2010 - June 2013
11. Operative date: July 2013
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15. Additional conditions attached to Certificate: None

Signed 
Ag. Executive Director

The Original
Signature *[Signature]*
Date 11/8/2011



00217883

For: Executive Director
Tanzania Investment Centre

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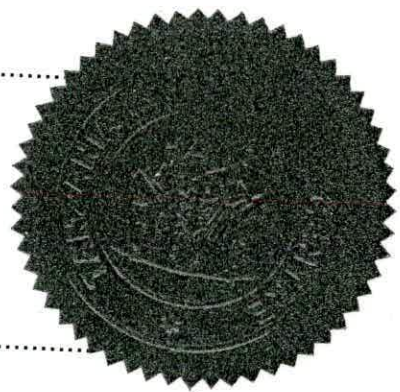
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[Signature]

Ag. Executive Director

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

Dated 1ST AUGUST 2011



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	Nationality	Shareholding (%)
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Solvochem Holdings Ltd.	United Kingdom	50

2. Proposed Activities : To construct chemical storage facilities and related structures

3. Sector: Construction Subsector Chemical storage facilities

4. Investment cost: Foreign USD 8m. Local - Total USD 8m.

5. Project Financing:

Equity <u>USD 3m.</u>	Loans <u>USD 5m.</u>	Total <u>USD 8m.</u>
-----------------------	----------------------	----------------------

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

7. Assets to be invested:

Capital items:	Foreign	Local	Total
	<u>USD 8m.</u>	<u>-</u>	<u>USD 8m.</u>

8. Technology Agreement None

9. Date of TIC Registration: 9th July 2010

10. Implementation period July 2010 - June 2013

11. Operative date..... July 2013

12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
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 - (v) Changes in shareholding, project activities and level of invested capital must be notified to the centre

15. Additional conditions attached to Certificate

None

Signed 
Ag. Executive Director

Verified True Copy
of The Original

Signature: *[Signature]*
Date: 11/8/2011

For: Executive Director
Tanzania Investment Centre



00217883

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

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

[Signature]

Ag. Executive Director

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

Dated 1ST AUGUST 2011





**SOLVOCHEM
TANZANIA LTD**

17th February 2011

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

Re ; Amendment of Status on T.I.C Certificate – Solvochem Tanzania Ltd

Dear Sir,

please see attached Solvochem Tanzania Ltd's present T.I.C Certificate (060846), we respectfully request your kind assistance in facilitating an amendment to our certificate of which unfortunately inaccurately describes our sector description and status.

The amendment requested is as follows;

Proposed Activities: Manufacturing, Storage & Logistics Supply of Petrochemical Products.

Sector: Manufacturing.

Sub Sector: Chemical Storage Facilities (remains unchanged).

We would be most grateful if you could kindly amend as above and expedite the changes a.s.a.p. Please find also the payment \$750.00 as required.

I trust that the above is met with your kind approval and look forward to receiving a new and amended T.I.C Certificate. Thank you.

Yours faithfully,


Peter Wilson
General Manager
+255 767 933 944



Tanzania Office:

Plot 895,
Mrikao Road, Masaki,
Dar-es-Salaam
T. + 255 (0) 767 922 933
F. +255 (0) 61 44 05 867
E. Tanzania@solvochem.com

www.solvochem.com

339	Battery for equipment or plant <input checked="" type="checkbox"/>	no	24
340	Tyres for Trucks, loader, dumper etc <input checked="" type="checkbox"/>	no	40
341	Lubricant oil <input checked="" type="checkbox"/>	L	600
342	Electric welding rod <input checked="" type="checkbox"/>	kg	2,000
343	Solid lubricant <input checked="" type="checkbox"/>	Kg	50
344	Formwork oil <input checked="" type="checkbox"/>	L	7,000
345	Oxygen <input checked="" type="checkbox"/>	M3	2,433
346	Acetylene <input checked="" type="checkbox"/>	M3	2,433
347	Worker protection gears <input checked="" type="checkbox"/>	lot	1,500



16/01/2012

296	Tipper lorry <input checked="" type="checkbox"/>	no.	1
297	Concrete Batching Plant	set	1
298	Concrete Mixer 0.4M ³	no.	2
299	Lorry Mixer	no.	1
300	Sheep foot Roller	no.	1
301	Smooth wheeled roller	no.	1
302	Trailing concrete Pump	no.	1
303	Immersion or flat-plate Vibrator	no.	1
304	Concrete Pokers	no.	2
305	Water pumps	no.	2
306	Wheel Loader <input checked="" type="checkbox"/>	no.	1
307	Reinforcing Steel Cutter	no.	1
308	Reinforcement bending machine	no.	1
309	Welding Machine	no.	1
310	Radial saw	no.	1
311	Multi functionla woodworking planer	no.	1
312	Portable electric plane	no.	1
313	Air Compressor	no.	1
314	Lathe	no.	1
315	Multifunctional Drill Press	no.	1
316	Fuel pumps machines	no.	1
316	Water level gauging equipment	no.	1
317	Accessory of Surveying Instrument	no.	1
318	Repairing Mobile Machinery Shop	lot.	1
319	Interphone	no.	1
320	Land cruiser hard top <input checked="" type="checkbox"/>	no.	1
321	4WD Nssan hardbody <input checked="" type="checkbox"/>	no.	1
322	Vehicle (D/cab pickups), <input checked="" type="checkbox"/>	no.	1
323	Vehicle (Prado), <input checked="" type="checkbox"/>	no.	1
324	Vehicle S/cab pickups), <input checked="" type="checkbox"/>	no.	1
325	Vehicle (4ton lorry), <input checked="" type="checkbox"/>	no.	1
326	Vehicle (7ton lorry), <input checked="" type="checkbox"/>	no.	1
327	Vehicle (15ton lorry), <input checked="" type="checkbox"/>	no.	1
328	Water tanker	no.	4
329	Portable powersaw	no.	1
330	Automatic telephone sets	no.	2
331	Mobile phones <input checked="" type="checkbox"/>	no.	10
332	Water tanks	no.	5
333	Radio commuication Equipment and two base stations <input checked="" type="checkbox"/>	no.	1
334	Vehicle mounted mobile receivers <input checked="" type="checkbox"/>	no.	1
335	Boat (for carring materials and staff <input checked="" type="checkbox"/>	no	1
336	Hand held stations <input checked="" type="checkbox"/>	no	18
337	Hydrqaulic pressure <input checked="" type="checkbox"/>	L	200
338	Filters <input checked="" type="checkbox"/>	no	24



253	25mm2 amoured cable	m	300
254	185mm2 amoured cable	m	300
255	1.5mm2 - single red	roll	50
256	1.5mm2 - single black	roll	50
257	1.5mm2 - single green	roll	50
258	2.5mm2 - single red	roll	50
259	2.5mm2 -single black	roll	50
260	2.5mm2 - single green	roll	50
261	6mm2 - single red	m	100
262	6mm2 - single black	m	100
263	6mm2 - single green	m	100
264	10mm2 - single red	m	150
265	10mm2 - single black	m	150
266	10mm2 - single green	m	150
267	200mm heavy gauge pvc conduits	no	1,000
268	32mm heavy duty pvc pipes conduits	no	1,000
269	6" heavy duty pvc pipes	no	687
270	Deep petrice switch box single	no	160
271	Deep petrice switch box double	no	160
272	Round looping boxes	no	280
273	Round end boxes	no	160
274	Lightening Arrestor inclusive of copper plates, strips and eathing	no	88
275	Glass for glazing work with fitting & accessories	m2	1,200
276	Electrical security fence	set	10
277	CCTV Camera	no	26
278	Alarm potable boxes	no	10
279	Computers	no	16
180	Security system equipment	no	16
281	Security light 1000Watts	no	50
282	Photocopy machine ✕	no	3
283	Fax machine ✕	no	2
284	Printers ✕	no	3
285	Anti - Termite Treatment	m2	1,404
286	Damp-proof membrane	m2	1,404
287	Bulldozer	no.	1
288	Excavator	no.	1
289	Vibrating Roller (10 ton)	no.	1
290	Vibrating Roller (hand vibrating)	no.	1
291	Grader	no.	1
292	JCB 714 Single Axle Dumper (New) ✕	no.	1
293	Air Compressor	no.	1
294	Water Sprinkler Truck ✕	no.	1
295	Wheeled Crane	no.	1



215	100Amp 4way TPN, MCB distribution board including 3Mcb's of 60A (TNP) and ne blanked out for future - Mains	no	3
216	60 Amp 6 way TNP, MCB distribution board including 6 SPN, MCB of 15A, 4SPN of 5A and 4 SPN, MCB of 30A	no	6
217	200 Amp 9way Tpn, Mcb distribution board ncluding 6 number 35A Tpn Mcb's and other blanked out.	no	3
218	300 A, Lv motor control centre including direct online starter, panel with indicator lights for 10 pumps with extra blanked for pump room	no	3
219	60A way Tpn, Mcb distribution board including 1 no. 30A Tpn Mcb, 3 no. 5A Sp and 3 no. 30A Sp Mcb's and other blaned out for warehouse	no	3
220	Halogen street lighting inclusive of poles 200w	no	320
221	70 Icx 15 Kva photocell kit	no	36
223	Stricke detectors	no	250
224	Break glass fire alarm emergency switch	no	120
225	Fire alarm including backup power and bells	no	60
226	Weather proof 500w halogen flood lightng including mounting	no	56
227	Flame proof 200w halogen flood lighting	no	56
228	20Amp double poles switch as thorn - flood light switch	no	12
229	45A cooker unit as thorn	no	3
230	56" 3 blade ceilling fan and regulator as orient	no	16
231	60w screw neck spherical fitting	no	60
232	1 x 1200 flourescent fitting with prismatic diffuser	no	99
233	5A 2way 1 gang switch as chipset	no	25
234	Ditto 2 gang switch as chipset	no	28
235	Ditto 3 gang switch as chipset	no	28
236	White moulded 13A socket outlet as chipset - single	no	30
237	White moulded 15A socket outlet as chipset	no	30
238	White moulded double socket 13A as chipset	no	100
239	Tv Aerial cable outlet as chipset	no	12
240	Data outlet as chipset	no	90
241	70 Inx 15Kva photocell kit	no	12
242	100A cable loop in box	no	30
243	Weather proof bulkhead fitting	no	35
244	1800 BTU splite air conditioner	no	16
245	24000 BTU splite air conditioner	no	16
246	AVS 30Amp solatek surge guard	no	22
247	300mm ² - 4 core Armoured cable	m	300
248	50mm ² - 4 core Armoured cable	m	300
249	10mm ² - 4 core Armoured cable	m	300
250	4mm ² - 2 core Armoured cable	m	500
251	2.5mm ² - 2 core Armoured cable	m	500
252	16mm ² armoured cable	m	300



175	Ø 8" x 90° Tee	no	18
176	Ø 8" Y-Type Strainer	no	18
177	Ø 4" x 90° Bends	no	36
178	Ø 4" x 2 1/2" Tee	no	42
179	Ø 2 1/2" Hydrants	no	58
180	Ø 2 1/2" Hydrant Nozzles	no	58
181	Ø 2 1/2" Hose Coupling	no	18
182	Ø 2 1/2" x 30m Fire Hose	no	74
183	Ø 2 1/2" x 90° Elbows	no	106
184	Ø 2 1/2" Sockets	no	106
185	Ø 2 1/2" x 90° Tee	no	18
186	M20 Hts Bolts, Nuts & Washers	no	1,000
187	M12 Hts Bolts, Nuts & Washers	no	1,000
188	Ø 1/4" Tank Cooling Sprinkler Jets	no	58
189	Ø 1/4" Loading Gantry Sprinkler Jets	no	31
190	Ø 1/4" Nozzle Room Sprinkler Jets	no	28
191	Ø 3/4" Sprinkler Jets	no	78
192	Ø 3/4" Hose Reels	no	28
193	Ø 3/4" Nipples, Gt Vlv & Union	no	28
194	9 Kg CO2 Portable Extinguisher	no	33
195	9 Kg Foam Portable Extinguisher	no	33
196	9 Kg Dry Powder Portable Extinguisher	no	33
197	9 Kg Water Portable Extinguisher	no	33
198	Fire Blankets	no	120
199	Sand Buckets	no	98
200	Electrical Fire Pump	no	20
201	Diesel Fire Pump	no	18
202	Ø 3" GI Pipe Class C	no	1,666
203	Ø 8" x 6" Reducer	no	22
204	Ø3" Foam Pourer	no	42
205	Ø 3" Gate Valves	no	42
206	Ø 3" x45° Bends	no	44
207	Ø 6" x 90° Bend	no	18
208	Ø 6" Deluge Foam System with Alarm	no	12
209	Flame Detector	no	48
210	Foam tank and Related Piping	no	6
211	2500 AMP 4 way tripple pole with neutral MCB distribution board including bus bar, panel,1MCB (TPN) of 200A,1MCB (TPN) of 150A and 2 MCB's (TPN) of 100A (DB)	no	3
212	1600 Kva Transformer	no	3
213	Power generator 120kw, 80kw, 30kw, 20kw	no	8
214	Automatics change over switch in panel (2500AMP)	no	2



131	Ø 3" Flanges	no	360
132	Ø 3" Aluminium Couplings	no	120
133	M18 Hts Bolts, Nuts & Washers	no	1,500
134	Pressure Indicator	no	60
135	Ø 6" x 3" Reducing Tee	no	18
136	Ø 3" Sockets	no	32
137	Ø 3" Non Return Valve (Foot Vlv)	no	21
138	Ø 2" GI Pipes Class C - Vents	m	316
139	Ø 3" Black Pipes Class C - Sounding	m	82
140	Ø 3" Cap	no	18
141	Ø 2" x 90° Elbows	no	88
142	Ø 2" Sockets	no	298
143	Ø 2" Unions	no	22
144	M16 Hts Bolts, Nuts & Washers	no	1,505
145	Ø 3" x 12m long Flexible Hose	no	118
146	Product Delivery Pumps - Gantry	no	16
147	Slops / Bullets Discharge Pumps	no	12
148	Drum Filling Delivery Pumps	no	12
149	Ø 3" Flanges for Pumps	no	48
150	Ø 3" Aluminium Couplings	no	29
151	Resincoat IT5 roffing sheet	m2	2,380
152	Ø 3" Sched. 40 Pipe	m	232
153	Ø 2" Flanges	no	18
154	Ø 3" x 2" Reducer	no	18
155	Drum Filling Equipment - 100 drums / hr	no	18
156	Wooden Pallets - 1200 x 1200	no	100
157	Ø 3" Top Loading Arms	no	18
158	Ø 3"Y-Type Strainer	no	18
159	Ø 3" Fitting Flow Metres	no	18
160	M14 Hts Bolts, Nuts & Washers	no	1,320
161	Ø 8" Black Pipe Class C	m	232
162	Ø 6" GI Pipe Class C	m	989
163	Ø 4" GI Pipe Class C	m	760
164	Ø 2 1/2" GI Pipe	m	989
165	Ø 3/4" GI Pipe	m	168
166	Ø 2 1/2" Gate Valves	no	26
167	Ø 2 1/2" Flanges	no	20
168	Ø 4" Blind Flanges	no	18
169	Ø 4" Gate Valve	no	18
170	Ø 8" Gate Valve	no	27
171	Ø 8" x 6" Reducing Tee	no	18
172	Ø 6" x 4" Reducing Tee	no	18
173	Ø 8" Flanges (w.o.)	no	22
174	Ø 4" Flanges (w.o.)	no	22



88	M 20 Hts Bolts, Nuts & Washers	no	932
89	Pipe Line paint	m ²	4,415
90	Pipe Wrapping materials	m ²	760
91	Ø 3" Schd 40 Line Pipe	m	3,208
92	Ø 3" Gate Valve (w.o.)	no	13
93	Ø 3" Chk Valve (w.o.)	no	16
94	Ø 3" Flanges (w.o.)	no	24
95	Ø 3" x 90° Bends	no	344
96	Ø 3" x 45° Bends	no	188
97	Ø 3" x 30° Bends	no	105
98	Ø 3" Blind Flanges	no	19
99	IT4 Aluminium sheets	m ²	76,790
100	J Bolts	kg	3,000
101	200mm x 500mm gutter in 2mm plate	m	295
102	225mm x 25mm x 4mm facia board plate	m	330
103	Bitumen	Litres	71,000
104	Earthing Bosses	nr	34
105	8mm thick bottom plates	m ²	2,315
106	10mm thick annular plate	m ²	950
107	6mm thick Shell plate	m ²	19,200
108	Structural steel (staircase)	m	2,690
109	Jotamastic paint (Different Types)	Litres	89,055
110	Pv Valves to specifications	no	82
111	Ø 6" Gate Valve	no	89
112	Ø 6" Chk Valve	no	79
113	Ø 1" Drain	no	56
114	Ø 1" Gate Valve (Threaded)	no	24
115	Ø 6" Globe Valve	no	42
116	Ø 3" Globe Valve	no	18
117	Ø 3" Chk Valve	no	19
118	Ø 1" Gate Valve Flanged	no	22
119	Ø 1" Flanges (w.o.)	no	58
120	Ø 1" Vent	no	18
121	Ø ½" Gate Valve (Threaded)	no	18
122	Ø ½" Pressure Relieve Valve	no	18
123	Ø 10" x 8" Ecc. Reducer	no	20
124	Ø 8" x 6" Ecc. Reducer	no	20
125	Ø 6" x 3" Ecc. Reducer	no	18
126	Ø 6" Y-Type Strainer	no	18
127	Ø 10" Y-Type Strainer	no	18
128	Ø 1" Weldolets	no	20
129	M 14 Hts Bolts, Nuts & Washers	no	120
130	Ø 3" Gate Valve	no	120



44	Marine plywood 12mm	no	1,500
45	Marine plywood 18mm	no	2,000
46	Nails	Ton	5
47	Concrete Nails (various sizes)	Ton	3
48	Lime	Bags	99
49	Tiles grout	Bags	100
50	Gypsum boards (various sizes)	no	220
51	Floor tiles (various sizes)	no	2,000
52	Wall tiles (various sizes)	Rm	900
53	Tiles borders	Rm	250
54	Tiles skirting	Rm	1,000
55	Doors (various Materials)	no	44
56	Door locks	no	44
57	Door hinges	no	88
58	Aluminium or UPVC window	M2	1,420
59	Emulsion paints	Litres	200
60	Wall primer	Litres	200
61	Weatherguard paints	Litres	300
62	Silk vinyl pants	Litres	300
63	Oil paints	Litres	300
64	Sanitary fixtures (various)	no	150
65	Hatch covers	M ²	5,200
66	G.I Pipes (assorted sizes)	m	2,500
67	Roofing sheets	M ²	5,400
68	Bolt and nuts	kg	200
69	scaffold (dia 50mm)	Ton	160
70	fastener to scaffold	no	3,000
71	Roofing tiles	M ²	5,600
72	Ironsheet	M ²	4,500
73	Structural steel (staircase)	m	1,690
74	Pressed steel water tank capacity 30 cu.m and fittings	no	7
75	Ø 6" Schd 40 Line Pipe	m	2,312
76	Ø 6" Gate Valve (w.o.)	no	10
77	Ø 6" Chk Valve (w.o.)	no	10
78	Ø 6" Flanges (w.o.)	no	202
79	0 - 20 Bar Pressure gauge	no	22
80	Ø 6" x 90° Bends	no	89
81	Ø 6" x 45° Bends	no	26
82	Ø 6" x 30° Bends	no	21
83	Ø 6" x 90° Tee	no	29
84	Ø 6" Blind Flanges	no	19
85	Ø 1" x 90° Weldolet - Inspection Pt	no	12
86	Ø 1" Gate Valve - Inspection Pt	no	12
87	3 mm gasket	m ²	99



SOLVOCHEM TANZANIA LTD
MTWARA LIQUID BULK TERMINAL, TANZANIA
MASTER LIST FOR PROCUREMENT OF MATERIALS

Item	Description	unit	Quantity
1	Cement	Ton	3,000
2	Aggregate(10-20mm)	M ³	3,500
3	sand	M ³	10,000
4	Treated Timber (various sizes)	M ³	38,000
5	Motor brick 150x200x400	No.	200,000
6	Stones or Hardcore	M ³	100,000
7	Chippings	m3	3,500
8	PVC (various sizes)	Rm	12,000
9	Concrete pipes (various sizes)	m	4,500
10	Wire Mesh (BRC)	M2	3,000
11	Wire Mesh	M2	4,000
12	Binding wire	kg	3,500
13	I Beams (various sizes)	Ton	33
14	Angles (various Sizes)	Ton	33
15	SHS (various Sizes)	Ton	33
16	RHS (various sizes)	Ton	33
17	CHS (various sizes)	Ton	33
18	Z - Purlins	Ton	5
19	Tubes (various sizes)	Nos	3
20	Flat Bars (various sizes)	Ton	5
21	Z-Sections (various sizes)	Ton	3
22	Hexagon Bars (various sizes)	Ton	3
23	Alloy Steel bars (various sizes)	Ton	3
24	Square bars (various sizes)	Ton	5
25	Hot rolled channels (various sizes)	Ton	3
26	Shafting bars (various sizes)	Ton	3
27	Universal columns (various sizes)	Ton	3
28	Mild steel round bars (various sizes)		
29	8 mm	Ton	150
30	10 mm	Ton	150
31	12 mm	Ton	200
32	16 mm	Ton	300
33	20 mm	Ton	300
34	25 mm	Ton	300
35	High Tensile		
36	8 mm	Ton	150
37	10 mm	Ton	200
38	12 mm	Ton	200
39	16 mm	Ton	200
40	20 mm	Ton	350
41	25 mm	Ton	350
42	32 mm	Ton	350
43	Metal Doors and rubber door stopper	no	10

Sign:

CTIN.: 0966630



O 9001:2000 Certified

TANZANIA REVENUE AUTHORITY

**CERTIFICATE OF REGISTRATION
FOR
TAXPAYER IDENTIFICATION NUMBER (TIN)**

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

THIS IS TO CERTIFY THAT

SOLVOCHEM TANZANIA LIMITED

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

108-785-276

with effect from

03-09-2009

SOLVOCHEM TANZANIA LIMITED

[Signature]
P. N.

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

1. Shareholders

	Nationality	Shareholding (%)
Tony Joseph Flouty	United Kingdom	50
Solvochem Holdings Ltd.	United Kingdom	50

2. Proposed Activities: To construct chemical storage facilities and related structures

3. Sector: Construction Subsector: Chemical storage facilities

4. Investment cost: Foreign USD 8m. Local - Total USD 8m.

5. Project Financing:

Equity <u>USD 3m.</u>	Loans <u>USD 5m.</u>	Total <u>USD 8m.</u>
-----------------------	----------------------	----------------------

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

7. Assets to be invested:

	Foreign	Local	Total
Capital items:	<u>USD 8m.</u>	<u>-</u>	<u>USD 8m.</u>

8. Technology Agreement None

9. Date of TIC Registration: 9th July 2010

10. Implementation period July 2010 - June 2013

11. Operative date July 2013

12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
 - (i) Applicable Import Duty And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997
 - (ii) Applicable with-holding Tax As per Income Tax Act, 2004 (as amended)
 - (iii) Eligibility of Capital Allowances As per Income Tax Act, 2004 (as amended)

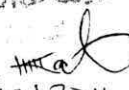
13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.

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

15. Additional conditions attached to Certificate

None

Signed 
Ag. Executive Director

Signature: 
Date: 11/8/2011



00217883

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 060846

This is to certify that

SOLVOCHEM TANZANIA LIMITED

of address P.O. BOX 110211

DAR ES SALAAM


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

SOLVOCHEM TANZANIA LIMITED

Which is located at MTWARA PORT

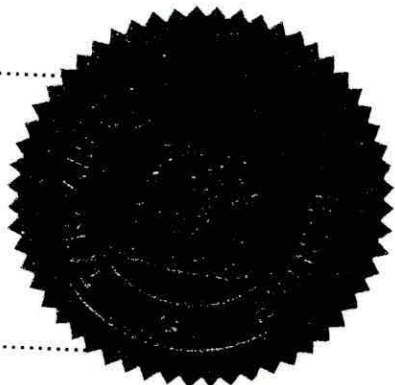
MTWARA

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


Ag. Executive Director

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

Dated 1ST AUGUST 2011



TIC



**SOLVOCHEM
TANZANIA LTD**

6

Commissioner of Customers & Excise

Date: 30th December, 2011

Tanzania Revenue Centre,
P.O. Box 9053
DAR ES SALAAM.

UFS

Executive Director,

Tanzania Investment Centre,
P.o.Box 938,
DAR ES SALAAM.

Dear Sir,

**RE: DUTY & VAT EXEMPTION ON CAPITAL /DEEMED CAPITAL GOODS FOR CERTIFICATE OF INCENTIVES
NO: 060846**

We are TIC approved project with certificate of incentives No; **060846** which is valid up to **June 2013**

The company has been registered with objectives of **Construct chemical storage facilities and related structures.**

Attached herewith please find a list Capital /deemed capital Goods for Duty /VAT exemption approved.

Yours Sincerely

Peter Wilson

General Manager



Tanzania Office:

Plot 895,
Mrikao Road, Masaki,
Dar-es-Salaam
T. + 255 (0) 767 922 933
F. +255 (0) 61 44 05 867
E. Tanzania@solvochem.com

www.solvochem.com

TANZANIA



Certificate of Change of Name

No 64053

I HEREBY CERTIFY THAT

SOLVO TANZANIA LIMITED

having, with the sanction of special Resolution of the said Company, and with the approval of the Registrar signified in writing Changed its name, is now called the

SOLVOCHEM TANZANIA LIMITED

and I have entered such new name on the Register accordingly.

Given under my hand at Dar es salaam

this **20TH** day of **AUGUST**Two thousand and **TEN**

A handwritten signature in black ink, appearing to be 'J. M. M.' or similar.

Asst. Registrar of Companies

22 July 2011

Mr. Innocent M. Kahwa,
Tanzania Investment Centre,
Shaaban Robert Street,
Dar es Salaam.

Re : Application for Certificate of Incentive for Solvochem Tanzania Ltd Ref; TICC /PP.10/06846/3

Dear Mr. Kahwa,

It was indeed a pleasure to meet with you recently to discuss our application for Certificate of Incentives.

Please find enclosed the land lease agreement between ourselves, Solvochem Tanzania Ltd and the TPA (Tanzania Ports Association), duly endorsed as authentic by the legal department of the port, of which I trust you will find compliant to your requirements.

The payment of \$750.00 is being processed presently and should be with you Monday or Tuesday next week (25/26th July).

I trust that you may be able to process our application a.s.a.p

Thanks you,

Yours faithfully,



Peter Wilson

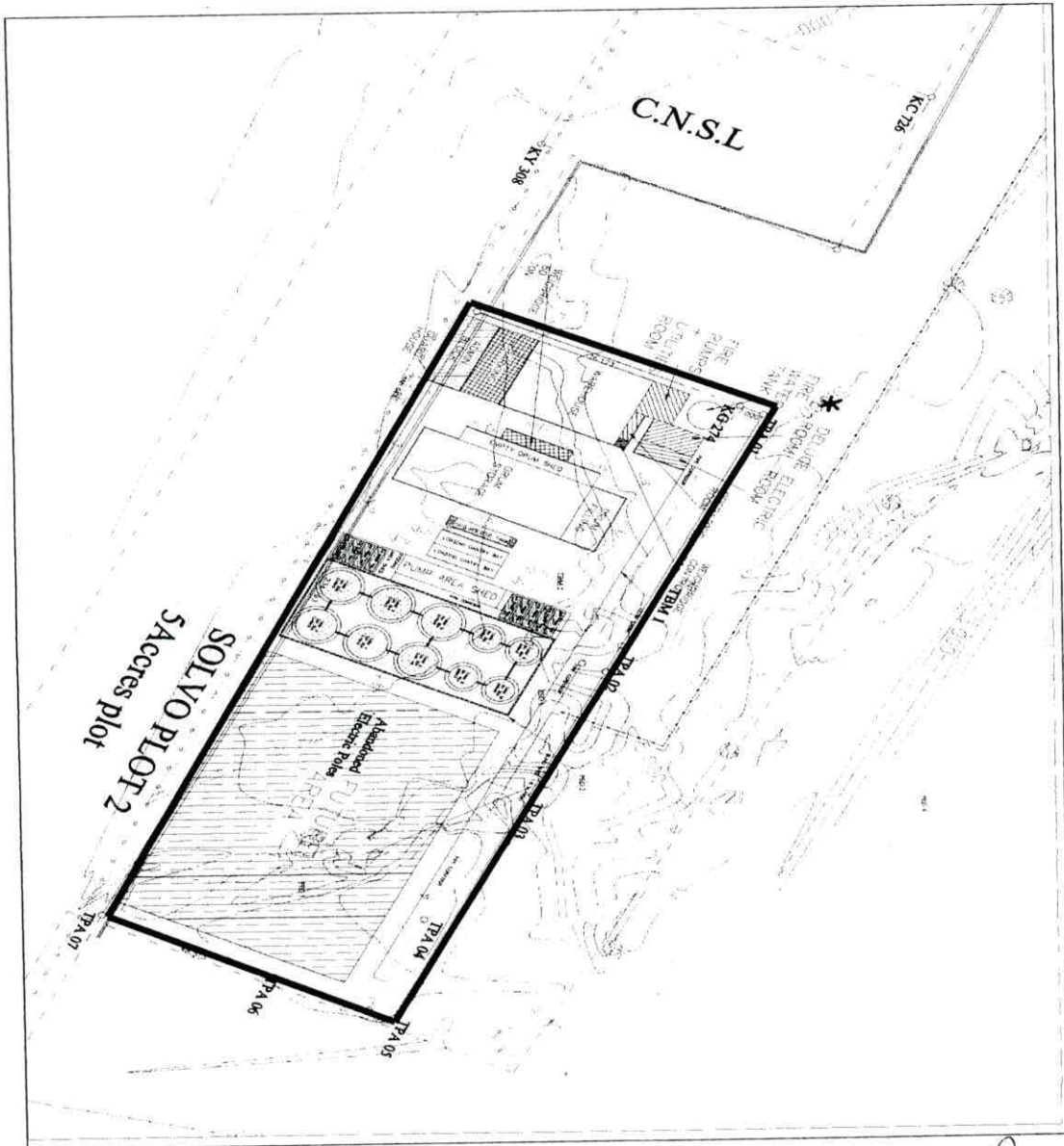
General Manager – Solvochem Tanzania Ltd

Tanzania Office:

Plot 895,
Mrikao Road, Masaki,
Dar-es-Salaam
T. + 255 (0) 767 922 933
F. +255 (0) 61 44 05 867
E. Tanzania@solvochem.com

Appendix 1B

DESIGNATED AREA



STATION

TPA01
 TPA02
 TPA03
 TPA04
 TPA05
 TPA06
 TPA07

NORTHINGS

8864645.893
 8864601.973
 8864580.066
 8864558.138
 8864542.661
 8864511.226
 8864465.368

EASTINGS

631432.116
 631521.951
 631566.896
 631611.818
 631643.224
 631627.834
 631605.383

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Certified true copy
[Signature]

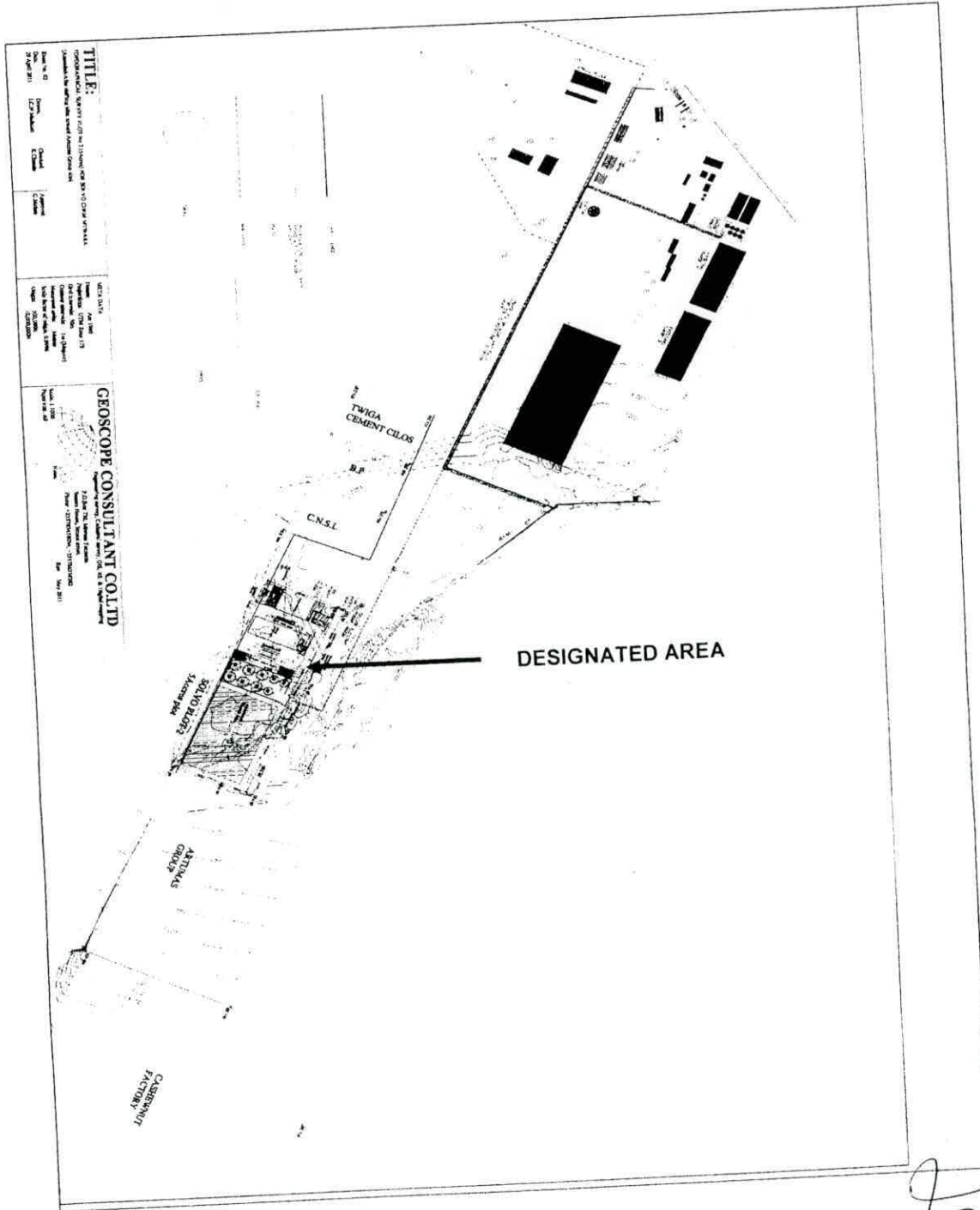
[Signature] **DIRECTOR OF LEGAL SERVICES
 TANZANIA PORTS AUTHORITY**



Appendix 1A

Designated Area

Diagram No.1 – Designated Area



TITLE:
PROVISIONAL SURVEY PLAN FOR THE DESIGNATION OF A DESIGNATED AREA
FOR THE TWIGA CEMENT CILLOS
IN THE DISTRICT OF KILIMANJARO
27 APRIL 2011

SCALE:
1:5000
Horizontal Scale
Vertical Scale

PROJECT:
PROVISIONAL SURVEY PLAN FOR THE DESIGNATION OF A DESIGNATED AREA
FOR THE TWIGA CEMENT CILLOS
IN THE DISTRICT OF KILIMANJARO
27 APRIL 2011

GEOSCOPE CONSULTANT CO. LTD
Registered Office: P.O. Box 11111, Dar es Salaam, Tanzania
Tel: +255 22 261 1111
Fax: +255 22 261 1111

[Handwritten signature]

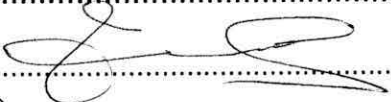
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[Handwritten signature]

**DIRECTOR OF LEGAL SERVICES
TANZANIA PORTS AUTHORITY**



SIGNED and SEALED with the COMMON SEAL of SOLVOCHEM TANZANIA LIMITED

NAME..... ZEIAD ANTOINE FLOUTY
SIGNATURE..... 
DESIGNATION..... REGIONAL DIRECTOR
POSTAL ADDRESS: 895 MRIAHO RD, MASAHI
TEL NO: +31 611 528181
FAX NO: +961 1 898877-884976
E-mail: zeiad.flouty@solvochem.com



IN THE PRESENCE OF

NAME..... PETER WILSON
SIGNATURE..... 
DESIGNATION..... General Manager
POSTAL ADDRESS: 895 MRIAHO ROAD, MASAHI, P.O. BOX 110211
TEL NO: 0767 933944 OR 0762 864353
FAX NO: +255(0) 614 405 867
E-mail: peter.wilson@solvochem.com



Certified true copy

Ben



IN WITNESS WHEREOF the parties have caused this Lease to be signed in their respective names as of the day and year first above written

SIGNED and SEALED with the COMMON SEAL of TANZANIA PORTS AUTHORITY

NAME..... RAPHAEL O. MOLLEL

SIGNATURE..... *[Signature]*

DESIGNATION..... BOARD CHAIRMAN

POSTAL ADDRESS: P.O BOX 9184 DAR ES SALAAM

TEL NO: 255 22 2110401/8

FAX NO: 255 22 2120390/2113938

E- mail:bc@tanzaniaports.com



IN THE PRESENCE OF

NAME..... IDDI R. MKWATA

SIGNATURE..... *[Signature]*

DESIGNATION..... AG. DIRECTOR GENERAL

POSTAL ADDRESS: P.O BOX 9184 DAR ES SALAAM

TEL NO: 255 22 2110401/8

FAX NO: 255 22 2120390/2113938

E- mail:dg@tanzaniaports.com

[Signature]

Certified true copy

[Signature]

TEL: +255 22 2110401/8
FAX: +255 22 2120390/2113938
Email: dg@tanzaniaports.com

(b) **To the Lessee**

General Manager,
Solvochem Tanzania Limited
Plot 895,
Mrikao Road Masaki,
DAR ES SALAAM

Tel: +255767922933
Fax : +255614405867
Email: Tanzania@solvochem.com



9.5 Further Assurances

Each Party to this Lease shall, from time to time on being required to do so by any other Party now or at any time in the future, do or procure the doing of all such acts and or execute or procure the execution of all such documents in a form satisfactory to such other Party as that Party may reasonably consider necessary for giving full effect to this Lease and securing to such other Party the full benefit of the rights, powers and remedies conferred upon that Party in this Lease.

9.6 Survival of Provisions

Termination or expiry of this Lease shall not affect any rights or obligations which may have accrued prior to termination or expiry, including any in respect of antecedent breaches. The following Articles shall survive any termination or expiry shall continue in full force and effect notwithstanding termination of this Lease.

9.7 Governing Law

This Lease shall be governed by and be constructed in accordance with the laws of the United Republic of Tanzania.

9.8 Notices and Communications

9.8.1 Any notice or communication to the Lessor or the Lessee is to be sent to the address set forth hereinafter in this Lease or to such other address as the Parties may specify.

9.8.2 Any notice, request, consent demand, waiver or communication required or permitted to be given or made pursuant to the Lease shall be in writing.

9.8.3 Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail or courier to such Party at the following addresses:

(a) To the Lessor

The Director General
Tanzania Ports Authority,
P. O. Box 9184,
DAR ES SALAAM



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of their respective permitted successors and assigns, hold in confidence all documents and other information whether technical or commercial, which is/are of a confidential nature supplied to it by or on behalf of the other Party relating to the Port, Designated Area and the Lessor and each Party and its Affiliate's business and operations and shall not (save as required by law or appropriate regulatory authorities or prospective lenders to, or investors in, any project company or the respective professional advisers of any of the Parties or of such lenders or investors as aforesaid) publish or otherwise disclose or use the same for its own purposes otherwise than as may be required to perform its obligations under this Lease. The provisions of this Article 9.3 shall survive the termination of this Lease, but shall expire and be of no further effect upon the fifth anniversary of the date of termination of this Lease.

9.3.2 The provisions of this Article 9.3 shall not apply to:

- (i) information in the public domain otherwise than by breach of this Lease;
- (ii) information in the possession of the receiving Party thereof before divulgence that was not obtained under any obligation of confidentiality; and
- (iii) information obtained from a third party who the receiving Party believes, after reasonable enquiry, is free to divulge the same so long as the information was not obtained by the receiving Party under any obligation of confidentiality to the third party.

9.4 Severability and Enforceability

If any provision of this Lease is held to be illegal or invalid under present or future laws or regulations during the continuance of this Lease, such provisions shall be fully separable and this Lease shall be construed as if such invalid provision had never comprised part of this Lease and the remaining provisions of the Lease shall remain in full force and effect and shall not be affected by the invalid provision or by its severance from the Lease. In the event of such invalidity, illegality or enforceability, the Parties shall use their reasonable endeavours to achieve the purpose of the relevant provisions by a new legally valid and enforceable provision.



kind to the property of the Lessor arising directly or indirectly out of or in connection with the performance of this Lease or where such personal injury, death or damage to property occurred during or by reason of such Lessor's Own Personnel undertaking their duties to the Lessor whether caused or contributed to in whole or in part by the concurrent, joint, active or passive negligent act or omission of the Lessee.

Third Party Claims

8.3.3 Where a Non-Defaulting Party suffers any Loss by reason of a claim by a third party (the "**Third Party Claim**") (which shall for these purposes exclude any Affiliates, officers, employees, agents or sub-contractors of the Party suffering such Loss) by reason of the Defaulting Party's default under this Lease, the Non-Defaulting Party shall be entitled to be indemnified in respect of such Loss by the Defaulting Party, to the extent arising directly by reason of the Defaulting Party's default.

9 Supplemental

9.1 Amendment of Lease

This Lease, including the Appendices, shall not be amended except by an instrument in writing agreed to and signed on behalf of each of the Parties or their assignees.

9.2 Assignment

9.2.1 Except as stated in Articles 9.2.3 below, the Parties shall have no right, power or authority to assign or otherwise transfer any of their respective rights or obligations under this Lease or any part hereof, either voluntarily, or by operation of law without the prior written consent of the other Party.

9.2.2 The Lessor may only assign its rights and obligations under this Lease to a successor Government agency authorised to perform the functions of the Lessor by Tanzanian law.

9.3 Confidentiality

9.3.1 Each of the Parties shall, and shall ensure that their contractors, sub-contractors, consultants and agents, and each



circumstances upon the obligations of the party who has been affected under this Lease.

- 8.2.6 The Lessor and the Lessee shall (unless this Lease is terminated pursuant to Article 6.1.2 (*Termination*)), resume performance of this Lease as soon as practicable after any event of force majeure has ceased.

8.3 Indemnity from Liabilities

Liability for death, personal injury and fraud

- 8.3.1 Nothing in this Lease shall exclude, restrict or limit the liability of either Party for any Loss resulting from such Party's Wilful Misconduct.

Liability for own personnel and property

- 8.3.2 Notwithstanding the provisions of Article 8.3.1, the Parties agree that:
- (i) the Lessee shall indemnify and hold harmless the Lessor in respect of any liability or third party claim that may be claimed against the Lessor (or any of its Affiliates, officers, employees, agents or sub-contractors) in respect of the death or personal injury of any of the officers, employees, agents or sub-contractors of the Lessee ("**Lessee's Own Personnel**") or damage of any kind to the property of the Lessee arising directly or indirectly out of or in connection with the performance of this Lease or where such personal injury, death or damage to property occurred during or by reason of such Lessee's Own Personnel undertaking their duties to the Lessee, whether caused or contributed to in whole or in part by the concurrent, joint, active or passive negligent act or omission of the Lessor; and
 - (ii) the Lessor shall indemnify and hold harmless the Lessee in respect of any liability or third party claim that may be claimed against the Lessee (or any of its Affiliates, officers, employees, agents or sub-contractors) in respect of the death or personal injury of any of the officers, employees, agents or sub-contractors of the Lessor ("**Lessor's Own Personnel**") or damage of any

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- (iii) explosion, fire, earthquake, excessive and extraordinary floods, volcanic eruption or other adverse weather condition; or
- (iv) Pollution damage beyond use of the Designated Area where such Pollution has not been caused by an act or omission of either the Party invoking such an event of force majeure and such Pollution cannot be rectified within a reasonable period of time.

8.2.3 The Lessee and the Lessor shall consult with each other in respect of the event of force majeure and shall take all reasonable steps to minimise the losses of either Party resulting from an event of force majeure.

8.2.4 Neither the Lessor and the Lessee shall be excused from performance of, and shall not be constructed to be in default in respect of any obligation hereunder (other than any payment obligation) where the failure to perform such an obligation is due to an event of force majeure. Where an event of force majeure has been declared pursuant to Article 8.2.5, the obligation of the Parties herein, other than accrued payment obligations, shall be suspended to such extent as may be necessary for the duration of the event of force majeure provided that such suspension shall not affect any rights or obligations which may have accrued prior to the occurrence of the event of force majeure.

8.2.5 Whichever of the Lessee or the Lessor encountering an event of force majeure shall:

- (i) as soon as practicable give written notice to the other Party of the occurrence of the event which the affected Party claims to constitute an event of force majeure, such notice to include information about the circumstances, the likely duration of such circumstances (if known), the extent to which the affected Party of the two will be prevented from or impeded in carrying out any of its obligations under this Lease and a statement of steps necessary to remedy such occurrence; and
- (ii) advise the other regularly of relevant information relating to such circumstances and the effect of such

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7 Remedies

- 7.1.1 If either Party is in breach of any of its obligations under this Lease (the "**Defaulting Party**"), then the Defaulting Party shall be liable to pay general damages to the other Party (the "**Non-Defaulting Party**") in respect of any Loss incurred by the Non-Defaulting Party as a result of that breach.
- 7.1.2 For the avoidance of doubt, the Lessor acknowledges and agrees that any breach by the Lessor of any of its obligations under this Lease that prevents the Lessee from conducting its operations will result in a direct Loss to the Lessee

8 Miscellaneous

8.1 Disputes settlement

- 8.1.1 In the event of any dispute arising out of or in connection with this Lease, including a dispute as to the validity or existence of this Lease (a "**Dispute**"), the Parties shall use their reasonable endeavours to amicably resolve such Dispute.
- 8.1.2 If the Parties are unable to amicably resolve any Dispute pursuant to article 8.1.1 above within 30 days then either party may refer the dispute to a competent court of law in the United Republic of Tanzania

8.2 Force Majeure

- 8.2.1 No Party hereto shall be considered in default of its obligations in the event of force majeure. For the purposes of this Lease, "force majeure" is an event which is beyond the reasonable control of either Party hereto, and which makes impossible or so impractical as reasonable to be considered impossible in the circumstances, the performance of the obligations of one or both Parties.
- 8.2.2 Force majeure events shall include, but not be limited to:
- (i) any act of war, declared or not, or hostilities or belligerence, blockade or revolution;
 - (ii) insurrection, or public disorder, sabotage or riot;

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- (i) for an extended event of force majeure pursuant to Article 8.2 (*Force Majeure*) which event frustrates the effective performance of this Lease for more than 3 months;
- (ii) where the Lessor is in material breach of any of its obligations under this Lease and such material breach is not cured within 15 days of the Lessor receiving notice from the Lessee of such a breach; or
- (iii) Where the Lessor or the Government expropriates, compulsorily acquires or nationalises any share capital or material right or asset of the Lessee.

6.1.3 The 15 days notice stated under clause 6.1.2(b)(ii) and 6.1.2(c)(ii) herein above applies as a notice of intention to terminate the Lease by a non-defaulting party. In case the defaulting party is unable to cure the breach within stipulated period of time the other party is at liberty to terminate the Lease

6.1.4 Where the Lease is terminated by either party, the lessee shall handover the Designated Area within 15 days from termination date

6.2 Procedure at the end of the Lease

6.2.1 At the end of the period of this Lease, the Lessee shall use its reasonable endeavours and act in good faith to co-operate with the Lessor and its appointed representatives or any new operator which the Lessor may appoint to take over responsibility from the Lessee.

6.2.2 Upon the expiry of the Lease Period and its extensions thereof, the Lessee, in addition to its rights to recover the land from the lessee, shall have the right to take possession of the premises constructed on the land without the lessee's right to claim any compensation whatsoever from the Lessor for such premises.

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5 General provisions

5.1 Co-operation

5.1.1 Where in any matter either the Lessor and the Lessee are required to allow access to each others' representatives, agents and employees, each shall use its reasonable endeavours to co-ordinate their respective activities, in order that the Port can be operated as a whole efficiently, safely and securely, and meet the objectives of this Lease.

5.1.2 Unless otherwise provided for herein, the Lessor and Lessee shall co-operate in transferring control of the Designated Area and/or any Designated Area Facilities back to the Lessor or to any successor lessee.

6 Termination

6.1 Termination

6.1.1 Subject to Article 2.4 (*Duration of the Lease*) and Article 6.1.2 below, this Lease shall terminate on the Termination Date.

6.1.2 Without prejudice to the terminating Party's rights to claim damages for breach of contract or other head of damage under Tanzanian law, the Lease may be terminated:

(a) By mutual agreement of the parties;

(b) By the Lessor where:

(i) the Lessee becomes insolvent;

(ii) the lessee is in material breach of any of its obligation under this Lease and such material breach is not cured within 15 days of the lessee receiving notice from the Lessor of such a breach;

(iii) for an extended event of force majeure pursuant to Article 8.2 (*Force Majeure*) which event frustrates the effective performance of this Lease for more than 3 months;

(c) By the Lessee:



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4 Lessor's Obligations

4.1 Administration of the Lease

The Lessor will do the following:

- 4.1.1 give reasonable, speedy and timely consideration to any proposals made to it by the Lessee or the Lessee's personnel;
- 4.1.2 procure, obtain, maintain and comply with all laws of the United Republic of Tanzania necessary for the Lessee to be able to use, develop and operate the Designated Area.
- 4.1.3 subject to governing rules/ regulations and payment of relevant fees(where applicable) to grant to the Lessee any licence, consents or permits required by him to be able to use, develop and operate the Designated Area in accordance with the terms of this Lease and the laws of the United Republic of Tanzania;
- 4.1.4 endeavour to ensure that all channels, waterways, roads or other access links in the Port remain free from obstruction.

4.2 Security

- 4.2.1 The Lessor shall be responsible for the security of the Port outside of the Designated Areas.
- 4.2.2 The Lessee shall be responsible for the security within the Designated Area and ensure access control and compliance to security requirements in accordance with the ISPS code and the laws of the United Republic of Tanzania .

4.3 Utilities

The Lessor will assist the lessee to secure all Utilities and the required installations and logistics to provide water, electricity, telecommunications, and sewage networks thus to facilitate the use, exploitation and development by the Lessee of the Designated Area in accordance with the terms and conditions of this Lease. For the avoidance of doubt, the costs for the utilities shall be borne by the lessee.



- 3.3.1 The Lessee shall take adequate steps to control Pollution of the air, land and sea by oil, chemicals, emissions, hazardous waste, effluent solid and other waste and shall arrange for the disposal of waste materials and cleaning up of any pollution caused in the Designated Area in accordance with International standards/practice and the laws of United Republic of Tanzania.
- 3.3.2 The Lessee shall dispose of all waste material in accordance with national and internationally recognised codes of practice, and will cooperate with the Lessor in achieving compliance with international conventions, and in particular to (MARPOL) 1973/78. IMO codes on marine pollution and the United Nations Convention on the Law of the Sea.
- 3.3.3 Prior to the Effective Date, the Lessor and the Lessee shall jointly inspect the Designated Area and agree as to the locations where visible contamination is present. The Lessor shall ensure that on the Effective Date all visible contamination in the Port will have been removed. Thereafter, throughout the Lease Period, should a Pollution incident occur within the Designated Area, the Lessee shall inform the Lessor immediately and shall take all reasonable measures required for detecting, cleaning and preventing such Pollution spreading to other areas of the Port and shall provide the Lessor with on going information of measures taken or remaining to be taken.
- 3.3.4 The Lessee is not responsible or otherwise liable for the cleaning-up of Pollution which has occurred prior to the Effective Date of this Lease.

3.4 Fire

- 3.4.1 The Lessee shall install and maintain at its expense fire fighting equipment at the Designated Area.
- 3.4.2 In the event of a fire at the Port, including the Designated Area and Designated Area Facilities, the Parties agree to cooperate to extinguish any such fire and to participate in any clean-up efforts necessary to return the Port to the condition it was in prior to any such fire.

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- (iii) liability to all parties (including their property) making lawful use of the Port in the case of the Lessor and in the Designated Area in the case of the Lessee; and
 - (iv) any other risks compulsorily provided for by the laws of Tanzania or the rules and regulations governing the Lessor.
- 3.2.2 The Lessee shall purchase and maintain, at its expense, insurance cover in the name of the Lessee and the Lessor against all such loss, damage or destruction to the Existing Facilities. Copies of such insurances cover shall be deposited with the lessor
- 3.2.3 The Lessee shall be liable to public safety, purchase and maintain, at its expense, insurance cover in the name of the Lessee only against all such loss, damage or destruction to the New Facilities and any other fixtures found within the premises of the Designated Area.
- 3.2.4 The proceeds from any property insurance cover shall be utilised to repair or reconstruct the installations damaged or destroyed with the end view of having them restored to their condition immediately prior to the event which occasioned the loss or damage. In no case shall the insured amount limit the responsibilities of the Lessee under this Lease.
- 3.2.5 All insurance policies required by this Lease shall provide that they shall not be cancelled or terminated without sixty (60) days prior written notice to the other Party.
- 3.2.6 All insurance policies must be purchased from reputable insurers.

3.3 Environment

The Lessee undertakes to comply with the terms of each of the following environmental impact assessments ("EIA") which it has carried out, or is in the process of carrying out, in accordance with the Environmental Management Act 2004 the EIA in respect of the development of the Designated Area and Designated Area Facilities;

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2.7.2 As soon as reasonably possible once they become available, the Lessor shall provide the Lessee with all plans, drawings and other records, in whatever format they are maintained, relevant to the Designated Area.

2.8 Ownership of Assets

Lessor acknowledges and agrees that title to all fixed and movable assets, within the Designated Area shall vest in the Lessee.

3 Lessee's Obligations

3.1 Labour

3.1.1 The Lessee shall be free to engage its own personnel, , as it shall see fit for the purpose of carrying out its activities in the Designated Area.

3.1.2 The Lessee shall ensure that it issues to any of its personnel, including officers, or employees or agents, who access the Designated Area appropriate identification documents. Such identification documents shall be worn and produced to any person who has reasonable grounds to request the identification of such personnel.

3.1.3 The Lessee undertakes to observe Tanzanian law in relation to the employment of labour force.

3.2 Insurance

3.2.1 The Parties shall purchase and maintain, at their own expense, insurance cover against the following:

- (i) general liability arising out of this Lease to a level not less than **US\$ 100.00 Million**
- (ii) accidents, injury or death occasioned to persons lawfully within the Port arising out of its operations or any such other liabilities that may be occasioned to such persons as a result of the Lessor or Lessee (as the case may be) carrying out and/or performing their obligations under this Lease;

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- 2.5.4 The Lessee shall provide the Lessor, or its assignees, access to the Designated Area for the purposes of taking Emergency action to safeguard the operations of the Port, the safety and security of the Port and/or employees, and the quality of the environment in and around the Port.
- 2.5.5 Way leaves through the Designated Area for future Utilities will be provided by the Lessee, who will not take any action which is detrimental to the efficient supply of Utilities to the Port and neighbouring areas.
- 2.5.6 Way leaves through the Port area outside the Designated Area for existing and future Utilities to the Designated Area will be allowed by the Lessor, which will not take any action which is detrimental to the efficient supply of Utilities to the Lessee.
- 2.5.7 Subject to clause 2.5.6 hereinabove, the lessee shall apply to the Lessor the way leave as per the Lessor's rules and regulations.

2.6 Right to Use - Peaceful Enjoyment

- 2.6.1 Provided that the Lessee is in due compliance with the terms of this Lease, the Lessor acknowledges that the Lessee has the right to use, develop and operate the Designated Area and warrants to allow the Lessee enjoy peaceful possession of the Designated Area and shall minimise interference with the activities of the Lessee.
- 2.6.2 The Lessee acknowledges that the Port is currently used on a seasonal basis for the export of cashew nuts and for the importation of food, fuel and cement (the "**Existing Users**"). The Lessee shall cooperate with the Existing Users for their mutual enjoyment of the Port area outside of the Designated Area.

2.7 Right to Develop

- 2.7.1 Subject to obtaining relevant permits/licences and with due regard to the laws of the United Republic of Tanzania the Lessee shall have the right to build all of the New Facilities. The lessee shall ensure that all plans and drawings are submitted to the Lessor prior to building for approval.

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2.3.4 **US\$ 1.40** (United States Dollar one and forty cents only) exclusive of VAT per square meter per month for the following three (3) years payable annually in advance.

2.3.5 **US\$ 1.50** (United States Dollar one and fifty cents only) exclusive of VAT per square meter per month for the period of three (3) years. Thereafter the rent shall be reviewed upward after every three years

2.3.6 The Lessee agrees to pay the Lessor the Port Rates in accordance with TPA Ports Tariff's for using Lessor's facilities and equipment .

2.4 **Duration of the Lease**

Subject to Article 6 (*Termination*), the period of this Lease shall be for thirty three (33) years from the Effective Date with an option to renew on mutual written consent between parties at the end of such term on the terms and conditions to be discussed and agreed between parties herein. In the event either party is willing or unwilling to renew the agreement, shall serve the other party with three (3) months notice of intention to renew or not renew the Agreement.

2.5 **Right to Access Designated Area**

2.5.1 The Lessor will provide the Lessee with access to the Designated Area subject to the Port Entry rules and Regulations

2.5.2 The Lessor will ensure that the Lessee and its suppliers and sub-contractors are provided with road access to the Designated Area

2.5.3 The Lessee will permit the Lessor, or its designated agents, and other relevant Government authorities to enter and inspect the Designated Area for the purpose of verifying compliance with this Lease and any other legal or regulatory requirements. The Lessor shall notify the Lessee in advance of the names of the individuals to be allowed entrance and the time of the intended visit. Notwithstanding this requirement, the Lessor shall not be required to provide advance notice or a request in the case of an Emergency.

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1.3 Interpretation of Schedules and Appendices

The following Appendices shall be deemed to form an integral part of this Lease.

Appendix 1A & B: Designated Area

2 The Contract

2.1 Grant of Lease

Pursuant to the powers granted to it under the Ports Act the Lessor hereby grants to the Lessee:

2.1.1 the right to use, develop and operate, the Designated Area and the Designated Area Facilities; and

2.2 Grant of Powers

2.2.1 The Lessor confirms that it delegates to the Lessee all such powers and authorities as are necessary for the Lessee to use, develop and operate the Designated Area and Designated Area Facilities for the purpose of its operation as an oil mineral and chemical handling and storage facilities.

2.2.2 For the avoidance of doubt, the Lessor confirms that all necessary powers are transferred subject to the laws of Tanzania to the Lessee for the sole purpose of carrying out and implementing the provisions of this Lease including the ;

- (i) right to develop the designated area and;
- (ii) right to build, manage and operate all the New Facilities;

2.3 Consideration

2.3.1 The Lessee shall pay to the Lessor, in consideration of the Lease as follows;

2.3.2 **US\$ 0.50** (United States Dollar fifty cent only) exclusive of VAT per square meter per month for four (4) years payable annually in advance from the date of execution of this Agreement.

2.3.3 **US\$ 1.30** (United States Dollar one and thirty cents only) exclusive of VAT per square meter per month for the subsequent three (3) years payable annually in advance.

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on the instructions of, or with any authority conferred by, such director or manager, provided that such employee or sub-contactor is acting within the scope of his employment or contract, but shall not include negligence or any error of judgment or mistake made by any individual in the exercise, in good faith, of any function, authority or discretion conferred pursuant to this Lease.

1.2 General Interpretations

- 1.2.1 In this Lease words in the singular shall include words in the plural and words in the plural shall include words in the singular and the male shall include the female.
- 1.2.2 This Lease shall be interpreted as a whole and its provisions shall not be taken out of their overall context, which includes all applicable statutory and regulatory provisions.
- 1.2.3 References to an Article shall be to an Article of this Lease and references to an Appendix shall be to an Appendix of this Lease.
- 1.2.4 The order of parts and articles in this Lease shall not be interpreted as an order of precedence among them. Titles used in this Lease are merely for reference and shall not affect the interpretation of its text.
- 1.2.5 All periods of time stated in this Lease shall be counted in days in Tanzania unless expressly stated otherwise.
- 1.2.6 This Lease contains the entire understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior agreements between them.
- 1.2.7 Any reference in this Lease to the Lessee, a public organisation or Government body shall include a reference to any successor to such organisation or body or any organisation or body which has taken over any or all of the functions, responsibilities, property or assets of such organisation or body.
- 1.2.8 This Lease is entered between the Lessor and the Lessee only. Any communication, transaction or any other dealings in respect of this Lease to the Lessor shall come from the Lessee.

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"Effective Date" means the date on which the Lessee takes possession of the Designated Area and assumes responsibility for its operation, which for the purpose of this lease agreement shall be on site handover date and upon signing of the handover deed by parties.

"EIA" has the meaning given to in Article 3.4.1;

"Emergency" means a crisis, incident or other untoward position and includes any threat to public safety;

"Lease" means this Lease as originally executed and the appendices thereto and any amendments made to this Lease in accordance with the provisions of Article 9.1;

"Lease Period" means the period of thirty three (33) years from the Effective Date up to and including the Termination Date and as further described in Article 2.4;

"Loss" means any loss, liability, damage or cost (including reasonable legal costs), charge, penalty and expense;

"Non-Defaulting Party" has the meaning given to it in Article 7.1.1;

"Pollution" means material detrimental alteration in quality of the environment including harm to living resources, hazard to human health, hindrance to land or marine activities including use of land, fishing, impairment of quality for use of air or water and reduction of amenities;

"Port" means the area within the boundaries shown in Diagram No. 2 of Appendix 1A &B;

"Port Rates" means the port rates (including the loading and unloading fees and pilot fees) set out in Article 2.3.2;

"Ports Act" means the Ports Act, No. 17 of 2004 and its regulations;

"Termination Date" has the meaning given to it in Article 2.4;

"Utilities" means the utilities to be utilised by the Lessee in the development and operation of the Designated Area;

"Wilful Misconduct" means an intentional or reckless disregard of any provision of this Lease or other legal obligation of a Party committed by such Party or on behalf of such Party by (i) a director or manager; or (ii) an employee or sub-contractor of such Party acting

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This **LEASE AGREEMENT** is made the 30th day of May 2011 between:

The **TANZANIA PORTS AUTHORITY** a body corporate incorporated under the Ports Act No.17 of, 2004 with its registered office in Dar es Salaam and with post office Box 9184 Dar es Salaam Tanzania (herein under called the "**Lessor**") which expression shall, where the content so admits, includes its successors and assignees) of the one part ; and

SOLVOCHEM TANZANIA LIMITED, a company having its principal place of business in the United Republic of Tanzania through its Certificate of Compliance No. 64053 (herein under called the "**Lessee**"), which expression shall where the context so admits include its successors and assignees of the other part

Whereas:

1. The Lessee has entered into the lease Agreements (as defined below) with the Tanzania Ports Authority (the "**Lessor**").
2. The Lessee wish to undertake Construction, installation, operation and management of structures and supporting facilities for storing and handling of chemicals oils and is derivatives in accordance with the terms of the Lease Agreement;
3. The lessee has requested and the lessor has agreed to lease to the lessee the Designated Area measuring 20,226M² (as defined below) at the port of Mtwara to use as a storage facility for oil minerals, chemicals and its derivatives on the terms and conditions set out herein; and the Lessee wishes to upgrade the Designated Area in order to make it fit for the purpose of its operations as an mineral oil, chemicals and derivatives storage base.

The Parties hereby agree as follows;

1 Definitions and interpretations

1.1 Definitions

In this Lease, unless the context otherwise requires:

"**Defaulting Party**" has the meaning given to it in Article 7.1.1;

"**Designated Area**" means the area to be leased to the lessee as shown in Drawing No.1 of Appendix 1 of this Agreement measuring 20,226M²



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Certified true copy
Sh
to DIRECTOR OF LEGAL SERVICES
TANZANIA PORTS AUTHORITY

J



AGREEMENT BETWEEN

TANZANIA PORTS AUTHORITY

AND

SOLVOCHEM TANZANIA LIMITED

FOR LEASE OF LAND MEASURING
20,226M² MTWARA PORT

MAY 2011

Certified true copy

For

for **DIRECTOR OF LEGAL SERVICES**
TANZANIA PORTS AUTHORITY





Tanzania Ports Authority

One Bandari Road Kurasini,
P.O. Box 9184,
Dar es Salaam

Telephone +255-22-2110401/5
Telephone +255-22-2113938
Fax +255-22-2113938
e-mail clc@tanzaniaports.com

Ref: LS/3/1/11

Date: 30th May 2011

The Director
Solvochem Tanzania Ltd
P. O. Box 110211
DAR ES SALAAM.

RE: LEASE AGREEMENT BETWEEN TPA AND M/S SOLVOCHEM TANZANIA LIMITED

Reference is made to the above captioned subject.

We are pleased to inform you that the execution of the above mentioned Agreement has already been completed.

Please find attached a copy of the same for your information and custody.

Yours faithfully,
For: **TANZANIA PORTS AUTHORITY**

C. J. G. Ndalama
For: **DIRECTOR GENERAL**

certified true copy

For
**DIRECTOR OF LEGAL SERVICES
TANZANIA PORTS AUTHORITY**

4

LAND LEASE AGREEMENT



TPA & SOLVOCHEM

5 ACRES - (20, 226 SQ MTR)

AGREED & SIGNED

30TH MAY 2011



TICC/PP.10/06846/3

9 July 2010

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

Yours sincerely,
Tanzania Investment Centre



R. P. Mbilinyi

For: Executive Director

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

Permanent Secretary,
Ministry of Infrastructure Development,
P.O. Box 9144,
DAR ES SALAAM

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

TICC/PP.10/06846/3

9 July 2010

Managing Director,
Solvo Tanzania Limited,
P.O. Box 7043,
DAR ES SALAAM

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE
CONSTRUCTION OF CHEMICAL STORAGE FACILITIES AND
RELATED STRUCTURE**

We wish to acknowledge receipt of your project proposal to construct chemical storage facilities and related structures as presented in the TIC P.A. 1 Form No. 08442 and Feasibility Study with a projected investment of USD USD 8.0m

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 Incentives, you will be required to submit the following: -

- Certified document showing evidence of Land ownership for the location of the 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 your Certificate of Incentives is prepared. Please make deposit direct to the bank as per bank details below:

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

.../2

06846

JAMHUR YA MUUNGANO WA TANZANIA
THE UNITED REPUBLIC OF TANZANIA

STAKABADHI YA SERIKALI

EXCHEQUER RECEIPT

NIMPOKEA KWA

Received from

37890401

1

TFN. 614 (Rev. 8.94)

Shs.										Cts.	
4	0	0	0	0	0	0	0	0	0	7	50

KIASI
Amount

JUMLA YA SHILINGI (Kwa maneno)

The sum of Shillings (Words)

SOLVO TONDANI EXECUTIVE DIRECTOR
LWA SEVEN FOR EXECUTIVE DIRECTOR
Tanzania Investment Centre
PURTHER PARTY ONLY

NA SENTI

And Cents

KWA MALIPO YA

In respect of

CERTIFICATE OF INCENTIVES

KWA FEDHA TASLIMU/HUNDI

NAMBA Bv Cash/Cheque No.

CASH

KITUO - Station

DSM

SABHI YA MPOKEAJI - Receiving Officer's

Signature

CHEO - Title

TAREHE - Date

Account of IS/CHIC

TICC/PP.10/06846/3

9 July 2010

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

Yours sincerely,

Tanzania Investment Centre



R. P. Mbilinyi

For: Executive Director

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

Permanent Secretary,
Ministry of Infrastructure Development,
P.O. Box 9144,
DAR ES SALAAM

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

3

TICC/PP.10/06846/3

9 July 2010

Managing Director,
Solvo Tanzania Limited,
P.O. Box 7043,
DAR ES SALAAM

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CONSTRUCTION OF CHEMICAL STORAGE FACILITIES AND
RELATED STRUCTURE**

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

.../2



SOLVOCHEM

SENIOR IN REAL ESTATE

The company profile submitted identifies SOLVOCHEM as an International Chemical and Solvents distributor.

The projected business plan for Mtwara project indicates that the investor will construct storage facilities for petrochemical products and dry and liquid fertilizer products.

The following information should be included:-

- (i) Clear statement of the project objective.
- (ii) Details of investment costs (i.e. Foreign and local expected capital expenditure)
- (iii) How the proposed project is to be financed (To show specific sources of finance)
- (iv) Market study

**Investment Costs Breakdown
for Phase I**

No.	Item	Costs in USD
1	Land/ Building/ Warehouse	400,000
2	Plant/ Machinery/ Equipment	3,500,000
3	Motor Vehicles	250,000
4	Furniture & Fittings	200,000
5	Pre- expenses	450,000
6	Others	200,000
7	Working Capital	3,000,000
	Total	8,000,000

**Financing Plan
for Phase I**

	Equity	Loan
Foreign	3,000,000	5,000,000
Local	-	-

Company Overheads Calculation

Annual Increase in O/H	5%	
Credit Insurance Cover %	0.5%	
% of total turnover that needs to be insured	0%	
% of total turnover that needs to be insured	75%	
Tank operational in Sept-2011	6	
Value of 6 Tanks plus Pipeline	\$4,500,000	
Value of products in the 2 Tanks	\$5,100,000	\$3,825,000
Insurance %	0.5%	

GENERAL & ADMINISTRATIVE EXPEN	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Managerial remuneration and allowances			0	0	0	0	0	0	0	0
Staff salaries	63,300	530,400	556,920	584,766	614,004	644,705	676,940	710,787	746,326	783,642
Staff salaries related costs		53,040	55,692	58,477	61,400	64,470	67,694	71,079	74,633	78,364
Business travel expenses		20,000	21,000	22,050	23,153	24,310	25,526	26,802	28,142	29,549
Entertainment Expenses		4,000	4,200	4,410	4,631	4,862	5,105	5,360	5,628	5,910
Legal, Professional & Audit Fees		40,000	42,000	44,100	46,305	48,620	51,051	53,604	56,284	59,098
Administration charges		18,000	18,900	19,845	20,837	21,879	22,973	24,122	25,328	26,594
Visa and licence expenses		3,000	3,150	3,308	3,473	3,647	3,829	4,020	4,221	4,432
Office, Land & G. House Rental	25,500	102,000	107,100	112,455	118,078	123,982	130,181	136,690	143,524	150,700
Water & Electricity Charges		18,000	18,900	19,845	20,837	21,879	22,973	24,122	25,328	26,594
Telephone and fax		12,000	12,600	13,230	13,892	14,586	15,315	16,081	16,885	17,729
Internet Charges		12,000	12,600	13,230	13,892	14,586	15,315	16,081	16,885	17,729
Printing and stationery		9,000	9,450	9,923	10,419	10,940	11,487	12,061	12,664	13,297
Postage and courier		5,000	5,250	5,513	5,788	6,078	6,381	6,700	7,036	7,387
Insurance		30,000	31,500	33,075	34,729	36,465	38,288	40,203	42,213	44,324
Credit Insurance Cover (For Both W+T)		19,125	20,081	21,085	22,140	23,247	24,409	25,629	26,911	28,256
Marketing and promotion expenses		5,000	5,250	5,513	5,788	6,078	6,381	6,700	7,036	7,387
Vehicle running expenses		10,000	10,500	11,025	11,576	12,155	12,763	13,401	14,071	14,775
Repairs and maintenance		8,800	9,240	9,702	10,187	10,696	11,231	11,793	12,382	13,002
Miscellaneous expenses		10,000	10,500	11,025	11,576	12,155	12,763	13,401	14,071	14,775
Bank Charges and Interest- Bank Overdraft		245,417	291,168	290,272	296,077	301,999	308,039	314,199	320,483	326,893
Establishment Expenses	20,000									
Pre-operating G & A Expenses	9,000									
	117,800	1,154,782	1,246,001	1,292,847	1,348,781	1,407,337	1,468,644	1,532,835	1,600,051	1,670,439



3 ADMINISTRATION - STAFF SALARIES

Increase Months
1.05 12

DESIGNATION	SALARY	Year 2012		Year 2013		Year 2014		Year 2015		Year 2016	
		Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD
Accounts & Financial personnel	3,000	9,000	108,000	9,450	113,400	9,923	119,070	10,419	125,024	10,940	131,275
Purchases	1,500	1,500	18,000	1,575	18,900	1,654	19,845	1,736	20,837	1,823	21,879
Invoicing Personnel	1,300	1,300	15,600	1,365	16,380	1,433	17,199	1,505	18,059	1,580	18,962
Administrative Assistant/ Secretary	1,000	1,000	12,000	1,050	12,600	1,103	13,230	1,158	13,892	1,216	14,586
Office Boy	800	800	9,600	840	10,080	882	10,584	926	11,113	972	11,669
Driver	800	1,600	19,200	1,680	20,160	1,764	21,168	1,852	22,226	1,945	23,338
Total		15,200	182,400	15,960	191,520	16,758	201,096	17,596	211,151	18,476	221,708

9

DESIGNATION	SALARY	Year 2017		Year 2018		Year 2019		Year 2020	
		Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD
Accounts & Financial personnel	3,000	11,487	137,838	12,061	144,730	12,664	151,967	13,297	159,565
Purchases	1,500	1,914	22,973	2,010	24,122	2,111	25,328	2,216	26,594
Invoicing Personnel	1,300	1,659	19,910	1,742	20,905	1,829	21,951	1,921	23,048
Administrative Assistant/ Secretary	1,000	1,276	15,315	1,340	16,081	1,407	16,885	1,477	17,729
Office Boy	800	1,021	12,252	1,072	12,865	1,126	13,508	1,182	14,184
Driver	800	2,042	24,505	2,144	25,730	2,251	27,016	2,364	28,367
Total		19,399	232,794	20,369	244,433	21,388	256,655	22,457	269,488

9



Salaries of the staff

1 TERMINAL - STAFF SALARIES

DESIGNATION	SALARY	Year 2012		Year 2013		Year 2014		Year 2015		Year 2016		
		Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	
		Increase 1.05		Months 12								
General Manager	1	5,000	60,000	5,250	63,000	5,513	66,150	5,788	69,458	6,078	72,930	
Terminal Manager	1	4,000	48,000	4,200	50,400	4,410	52,920	4,631	55,566	4,862	58,344	
Logistics & Unloading Manager	1	3,000	36,000	3,150	37,800	3,308	39,690	3,473	41,675	3,647	43,758	
Technical Manager	1	2,000	24,000	2,100	25,200	2,205	26,460	2,315	27,783	2,431	29,172	
Terminal Staff/ Labor force	10	1,000	120,000	10,500	126,000	11,025	132,300	11,576	138,915	12,155	145,861	
Inventory Controller	1	2,000	24,000	2,100	25,200	2,205	26,460	2,315	27,783	2,431	29,172	
Total			26,000	312,000	27,300	327,600	28,665	343,980	30,098	361,179	31,603	379,238
	15											

DESIGNATION	SALARY	Year 2017		Year 2018		Year 2019		Year 2020			
		Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD		
		Increase 1.05		Months 12							
General Manager	1	5,000	6,381	76,577	6,700	80,406	7,036	84,426	7,387	88,647	
Terminal Manager	1	4,000	5,105	61,262	5,360	64,325	5,628	67,541	5,910	70,918	
Logistics & Unloading Manager	1	3,000	3,829	45,946	4,020	48,243	4,221	50,656	4,432	53,188	
Technical Manager	1	2,000	2,553	30,631	2,680	32,162	2,814	33,770	2,955	35,459	
Terminal Staff/ Labor force	10	1,000	12,763	153,154	13,401	160,811	14,071	168,852	14,775	177,295	
Inventory Controller	1	2,000	2,553	30,631	2,680	32,162	2,814	33,770	2,955	35,459	
Total			33,183	398,200	34,842	418,110	36,585	439,015	38,414	460,966	
	15										

2 SALES & DISTRIBUTION - STAFF SALARIES

DESIGNATION	SALARY	Year 2012		Year 2013		Year 2014		Year 2015		Year 2016		
		Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	
		Increase 1.05		Months 12								
Sales Representatives	3	1,000	3,000	36,000	3,150	37,800	3,308	39,690	3,473	41,675	3,647	43,758
Total			3,000	36,000	3,150	37,800	3,308	39,690	3,473	41,675	3,647	43,758
	3					1.05	1.05	1.05	1.05	1.05	1.05	1.05

DESIGNATION	SALARY	Year 2017		Year 2018		Year 2019		Year 2020		
		Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	Gross Salary / Month - USD	Annual Salary - USD	
		Increase 1.05		Months 12						
Sales Representatives	3	1,000	3,829	45,946	4,020	48,243	4,221	50,656	4,432	53,188
Total			3,829	45,946	4,020	48,243	4,221	50,656	4,432	53,188
	3			1.05	1.05	1.05	1.05	1.05	1.05	1.05





SOLVOCHEM TANZANIA LTD.

SOLVOCHEM TANZANIA LTD.- Mtwara Terminal

Pre- operating Expenses

Computers	16,800
Furnitures & Fittings	20,000
Office Equipments	9,000
Telephone System	3,000
Vehicles	20,000
Trucks & Related costs	150,000
<u>Pre- Operating Salaries (3 months Salaries)</u>	
General Manager	15,000
Terminal Manager	12,000
Logistics & Unloading Manager	9,000
Technical Manager	6,000
Accounts & Financial personnel (1)	9,000
Purchases Manager	4,500
Administrative Assistant/ Secretary	3,000
Office Boy	2,400
Driver(1)	2,400
Establishment Expenses	20,000
Office, Land & G. House Rental	25,500
Various Pre- operating Expenses	9,000
<u>Total</u>	
<u>336,600</u>	





SOLVOCHEM TANZANIA LTD.

SOLVOCHEM TANZANIA LTD.- Mtwara Terminal

TEN YEAR FINANCIAL FORECAST

	2011 USD	2012 USD	2013 USD	2014 USD	2015 USD	2016 USD	2017 USD	2018 USD	2019 USD	2020 USD
Working Capital injected By Partners	\$1,000,000		\$0	\$0	\$0	\$0				
Loan introduced in the beginning of year	\$4,500,000		\$0	\$0	\$0	\$0				
Cash at the beginning of the year		\$393,400	(\$4,632,188)	(\$5,420,769)	(\$5,146,959)	(\$5,012,937)	(\$4,863,209)	(\$4,706,741)	(\$4,544,631)	(\$4,378,091)
Collections from Customers and Commissions		\$18,065,394	\$27,909,436	\$29,050,802	\$29,454,504	\$30,043,594	\$30,644,466	\$31,257,356	\$31,882,503	\$32,520,153
Total Cash & Earnings	\$5,500,000	\$18,458,794	\$23,277,248	\$23,630,033	\$24,307,545	\$25,030,657	\$25,781,257	\$26,550,615	\$27,337,872	\$28,142,062
Payments to Suppliers		\$21,150,000	\$26,560,875	\$26,502,272	\$27,064,835	\$27,606,132	\$28,158,255	\$28,721,420	\$29,295,848	\$29,881,765
Payments made for warehouse		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Payments made for purchase of Assets - Furniture, IT, Vehicles ...	\$218,800									
Payments made for Tanks	\$4,500,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General & Administration Expenses	\$117,800	\$909,365	\$954,833	\$1,002,575	\$1,052,704	\$1,105,339	\$1,160,606	\$1,218,636	\$1,279,568	\$1,343,546
Interest payment Loan	\$270,000	\$286,200	\$240,000	\$210,000	\$180,000	\$150,000	\$120,000	\$90,000	\$60,000	\$30,000
Principal payment Loan		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Finance Costs - Bank Overdraft		\$245,417	\$291,168	\$290,272	\$296,077	\$301,999	\$308,039	\$314,199	\$320,483	\$326,893
Taxation Settlements			\$151,141	\$271,873	\$226,866	\$230,397	\$241,098	\$250,991	\$260,063	\$268,299
Total payables	\$5,106,600	\$23,090,982	\$28,698,017	\$28,776,992	\$29,320,482	\$29,893,867	\$30,487,997	\$31,095,246	\$31,715,963	\$32,350,504
Cash Available at the end of year	\$393,400	(\$4,632,188)	(\$5,420,769)	(\$5,146,959)	(\$5,012,937)	(\$4,863,209)	(\$4,706,741)	(\$4,544,631)	(\$4,378,091)	(\$4,208,442)





SOLVOCHEM TANZANIA LTD.

SOLVOCHEM TANZANIA LTD.- Mtwara Terminal

TEN YEAR PROJECTED BALANCE SHEET

	Dec-11 USD	Dec-12 USD	Dec-13 USD	Dec-14 USD	Dec-15 USD	Dec-16 USD	Dec-17 USD	Dec-18 USD	Dec-19 USD	Dec-20 USD
<u>FIXED ASSETS</u>	4,718,800	4,446,920	4,192,228	3,953,505	3,729,630	3,519,568	3,322,367	3,137,149	2,963,102	2,799,475
Terminal & Others	0	0	0	0	0	0	0	0	0	0
<u>CURRENT ASSETS</u>										
Inventories		5,875,000	5,419,688	5,555,180	5,666,283	5,779,609	5,895,201	6,013,105	6,133,367	6,256,035
Accounts receivable		6,476,273	7,683,587	7,659,945	7,813,144	7,969,407	8,128,795	8,291,371	8,457,198	8,626,342
Cash and bank balances	393,400									
	393,400	12,351,273	13,103,274	13,215,125	13,479,427	13,749,016	14,023,996	14,304,476	14,590,565	14,882,377
<u>CURRENT LIABILITIES</u>										
Trade creditors		7,050,000	6,503,625	6,666,216	6,799,540	6,935,531	7,074,241	7,215,726	7,360,041	7,507,242
Bank Overdraft		4,632,188	5,420,769	5,146,959	5,012,937	4,863,209	4,706,741	4,544,631	4,378,091	4,208,442
Tax Payables		151,141	271,873	226,866	230,397	241,098	250,991	260,063	268,299	275,680
	0	11,833,330	12,196,267	12,040,041	12,042,874	12,039,838	12,031,973	12,020,420	12,006,431	11,991,363
NET CURRENT ASSETS	393,400	517,943	907,007	1,175,084	1,436,553	1,709,177	1,992,023	2,284,056	2,584,135	2,891,014
<u>LONG TERM LIABILITIES</u>										
Bank Loan	4,500,000	4,000,000	3,500,000	3,000,000	2,500,000	2,000,000	1,500,000	1,000,000	500,000	0
NET ASSETS	612,200	964,863	1,599,235	2,128,589	2,666,183	3,228,745	3,814,391	4,421,205	5,047,236	5,690,489
<u>OWNER'S EQUITY</u>										
Partners' capital	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Retained earnings	(387,800)	-35,137	599,235	1,128,589	1,666,183	2,228,745	2,814,391	3,421,205	4,047,236	4,690,489
NET WORTH	612,200	964,863	1,599,235	2,128,589	2,666,183	3,228,745	3,814,391	4,421,205	5,047,236	5,690,489





SOLVOCHEM TANZANIA LTD.

SOLVOCHEM TANZANIA LTD.- Mtwara Terminal

TEN YEAR PROJECTED INCOME STATEMENT

	2011 USD	2012 USD	2013 USD	2014 USD	2015 USD	2016 USD	2017 USD	2018 USD	2019 USD	2020 USD
Sales	0	24,541,667	29,116,750	29,027,160	29,607,703	30,199,857	30,803,854	31,419,931	32,048,330	32,689,297
Cost of Sales	0	22,325,000	26,469,813	26,529,370	27,087,056	27,628,797	28,181,373	28,745,001	29,319,901	29,906,299
Gross Profit	0	2,216,667 9%	2,646,938 9%	2,497,790 9%	2,520,647 9%	2,571,060 9%	2,622,481 9%	2,674,931 9%	2,728,429 9%	2,782,998 9%
Expenses										
General & Administration Expenses	117,800	909,365	954,833	1,002,575	1,052,704	1,105,339	1,160,606	1,218,636	1,279,568	1,343,546
Finance Costs - Loan	270,000	286,200	240,000	210,000	180,000	150,000	120,000	90,000	60,000	30,000
Finance Costs - Operation		245,417	291,168	290,272	296,077	301,999	308,039	314,199	320,483	326,893
Depreciation		271,880	254,692	238,723	223,876	210,062	197,201	185,218	174,047	163,626
	387,800	1,712,862	1,740,693	1,741,569	1,752,656	1,767,399	1,785,845	1,808,054	1,834,099	1,864,065
Net Profit Before Tax	(387,800)	503,805	906,245	756,220	767,991	803,661	836,636	866,877	894,331	918,933
Corporate Tax (30%)		151,141	271,873	226,866	230,397	241,098	250,991	260,063	268,299	275,680
Net Profit / Loss For The Period	(387,800)	352,663 1%	634,371 2%	529,354 2%	537,594 2%	562,563 2%	585,645 2%	606,814 2%	626,032 2%	643,253 2%



Quantity sold

- 2012	15,833 MT
- 2013	18,416 MT
- 2014-2020	18,000 MT

■ PURCHASES

- Average purchase price / MT Ex- tanks Mtwara	\$ 1,410
- Yearly inflation/ purchase price	
2013-2014	3%
2015-2020	2%

Products to be imported are as follows:

- Dry & Liquid fertilizers products
- Petrochemical Products

Quantity purchased

- 2012	20,000 MT
- 2013-2020	18,000 MT
- The quantity purchased is assumed to decrease because the company is to sell the previous years' remaining stock.	

■ GROSS PROFIT

- Gross Profit	10%
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■ EXPENSES

- G & A Expenses vs Turnover	4%
- Finance Costs - Loan vs Turnover	1%
- Finance Costs - Operation vs Turnover	1%
- Depreciation vs Turnover	1%
- Tax vs EBT	30%
- Yearly inflation of G & A expenses	5%

3 CASH FLOW STATEMENT

- Average Sales Collection period 95 days
- Average Purchases Settlement period 90 days
- Based on the projected Cash Flow, the operation / company requires bank facilities as follows:
 - Overdraft facility \$4,000,000
 - L/C & Refinancing facilities \$6,000,000





SOLVO TANZANIA- Mtwara Terminal

LIST OF ASSUMPTIONS

■ Projection period	10 years
■ Number of tanks built with related equipments	7
■ Tanks to be used for storage of products	6
■ Tanks to be used for water storage	1
■ Average capacity per tank	1000 MT
■ Jetty costs are not taken into consideration	
■ Estimated completion time of construction	18 months
■ Time of commencement of operations	2012
■ All expenses incurred during 2011 will be considered as pre-operating charges	
■ Company intends to purchase two trucks to support delivery of products to customers	
■ Building warehouses & site offices	

1 BALANCE SHEET

■ Initial Capital injected by partners	\$1,000,000
■ <u>Tanks Financing</u>	
- Amount	\$4,500,000
- Type of loan	Long term
- Duration of the loan	10 years
- Interest rate / per year	6%
- First year grace period(2011). Settlement starts as of 2012	

2 INCOME STATEMENT

■ <u>SALES</u>	
- Average selling price / MT	\$ 1,550
- Yearly inflation/ selling price	2%
- Stock days	75
- The closing stock shall be sold in the upcoming financial year.	



SOLVO TANZANIA LTD.

MTWARA TERMINAL

PROJECTED BUSINESS PLAN

2011-2020





2

TIC Evaluation Report

Name of the Company
Solvo Tanzania Ltd.

Post Box	Kurasini Industrial Area, Plot No. 2/1	COI Number	64053	Contact	Mr. Peter Wilson
Post Office	7043	COI Date	02/01/2008	Designation	General Manager
Region	Dar Es Salaam	Application F. No	08442	Phone	022 212 3038/9
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Construction	Cell Phone	0
		Sub Sector	Chemicals Storage Facilities	Fax	21223040
		File No	060846	E-Mail Address	Tanzania@Solvochem.Com

Project Location		Investment Finance Plan in Millions USD											
Plot/Block	Plot No. 2/1	<table border="1"> <thead> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>0</td> <td>5</td> <td>0</td> </tr> </tbody> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	3	0	5	0			
Foreign Equity	Local Equity		Foreign Loan	Local Loan									
3	0		5	0									
Street	Kurasini Industrial Area												
District	Temeke												
Region	Dar es Salaam												

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)		
Solvochem Holdings Ltd.	British	50	Land/Building	0.4
Tony J. Flouty	British	50	Plant	3.5
			Vehicles	0.25
			Furniture & Fittings	0.2
			Pre-expenses	0.45
			Others	0.2
			Working Capital	3
			Total	8

Employment	100	Evaluated By	wf officer4
Capacity	xxxx	Drawn By	wf regist3
Project Turn Over		Project Type	Foreign

Description



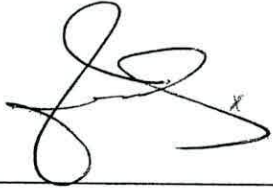
To construct chemical storage facilities and related structures

Recommendations

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

Decision

Approved
[Signature]
[Signature]

NAMES, POSTAL ADDRESSES & OCCUPATION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS
1. TONY JOSEPH FLOUTY P. O. BOX 141 3000 AC ROTTERDAM BLAAK 22 3011 TA ROTTERDAM THE NETHERLANDS MANAGING DIRECTOR	1 (ONE)	
2. SOLVOCHEM HOLDINGS LIMITED (COMPANY NO 69848) VYRONOS 36 NICOSIA CYPRUS	1 (ONE)	
Total Number of Shares	2 (TWO)	

DATED as of this 31st day of January, 2008

WITNESS to the above signatures:

Name: Buberwa G. Naddad

Signature: 

Address: Palmita, fuondel C. Chak, Centre 522, 5th floor, Beirut, Lebanon, 00 961, 1, 292992

Occupation: Advocate, Lawyer 3, 243603



Buberwa, E.D
 Advocate, Notary Public &
 Commissioner for Catho
 P.O. Box 75444
 Dar es Salaam

WINDING-UP

145. With the sanction of an extraordinary resolution of Members, any part of the assets of the Company, including any shares in or securities of other companies, may be divided among the Members of the Company in specie or may be vested in trustees for the benefit of such Members, and in liquidation of the Company may be closed and the Company dissolved, but, so that no Member shall be compelled to accept any shares whereon there is any liability.

INDEMNITY

146. Subject to the requirements of Section 214 of the Act every Director, Managing Director, Manager, Officer of the Company shall be indemnified out of the funds of the Company against all losses or liabilities incurred by him as such Director, Managing Director, Manager, Officer or Auditor in or about the execution of his duties and no Director or other officer shall be liable for any loss which may be incurred by the Company in execution or in which he is acquitted or in connection with any application under Section 481 of the Act in which relief is granted to him by the court.

time be forwarded to all persons entitled to receive notices of General Meetings of the Company: Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.

AUDIT

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

NOTICES

140. Any notice or other document may be served by the Company on any Member either personally or by sending it through the post in a prepaid letter or by telex or telecopier addressed to such Member at his registered address as appearing the Company's Register or in any Branch Register. In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the Register or Branch Register, and notice so given shall be sufficient notice to all the joint holders.
141. Any Member who is not registered in a Branch Register and who is described in the Company's Register by an address not within Tanzania who shall, from time to time, give to the Company an address within Tanzania at which notices may be served upon him and shall be entitled to have notices served upon him at such address, but save as aforesaid no Member other than a Member described in the Register by an address within Tanzania or registered in a Branch Register shall be entitled to receive any notice from the Company: Provided that any notice which is sent by post to a Member registered in a Branch Register shall not be deemed to have been duly served in pursuance of this Article unless it shall have been posted in the country in which such Branch Register is established.
142. Any notice or other document, if served by post, telex or telecopier shall be deemed to have been served at the time when the same was put into the post office, or transmitted by telex or telecopier and in proving such service shall be sufficient to prove that the notice or document was properly addressed, stamped and put into the post office or if by telex or telecopier was actually transmitted.
143. Any notice or other document delivered or sent by post to or left at the registered address of any Member in pursuance of these presents shall, notwithstanding that such member be then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder unless his name shall at the time of the service of the notice or document, have been removed from the Company's Register or Branch Register as the holder of the share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.
144. Save as hereinbefore provided, notice of every General Meeting shall be given to every Member of the Company and to every Director.

time and from time to time, pass a resolution to the effect that it is desirable to capitalise any part of the amounts for the time being standing to the credit of any of the Company's reserves or to the credit of the profit and loss account or otherwise available for distribution and not required for the payment of the fixed dividends on any preference shares of the Company and accordingly that such sum be set free for distribution among the Members or any class of Members who would be entitled to such profits if distributed by way of dividend and in the same proportions, on the footing that the same be not paid in cash but be applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such Members respectively or in payment up in full of unissued shares, debentures or other obligations of the Company, to be allotted and distributed credited as fully paid up among such Members or partly in one way and partly in the other, and the Board shall give effect to such resolution. Provided that a share premium account and a capital redemption reserve may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares.

134. Where any difficulty arises in regard to any distribution under the last preceding Article the Board may settle the same as it thinks expedient and in particular may issue fractional certificates or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract requisite or convenient for giving effect thereto and such appointment shall be effective and binding upon the Members.

ACCOUNTS

135. The Board shall cause true accounts to be kept of:
- (a) the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place; and
 - (b) all sales and purchases of goods by the Company; and
 - (c) the assets and liabilities of the Company.
136. The books of account shall be kept at the Office or at such other place or places as the Board may think fit and shall always be open to the inspection of the Directors. No Member (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board.
137. The Board shall from time to time, in accordance with section 153 of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, and reports as are referred to in that section.
138. A copy of every balance sheet and profit and loss account (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting and of the Directors' and Auditors' reports shall, not less than twenty-one days before the date of the meeting, be sent to every Member and to every holder of debentures of the Company and copies of each of these documents shall at the same

paid; but if any share be issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

126. The Board may from time to time pay to the Members such interim dividends as appears to the Board to be justified by the position of the Company; the Board may also pay the fixed dividend payable on any preference shares of the Company half-yearly or otherwise on fixed dates, whenever such position, in the opinion of the Board, justifies that course.
127. The Board may deduct from any dividend or bonus payable to any Member all sums of money (if any) presently payable by him to the Company on account of calls.
128. No dividend shall bear interest against the Company.
129. Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque addressed to the holder at his registered address or, in the case of joint holders, addressed at his registered address to the holder whose name stands first on the Register in respect of the shares or by telegraphic transfer. Every such cheque or telegraphic transfer shall, unless the holder otherwise directs, be made payable to the order of the registered holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such shares, and shall be sent at his or their risk. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the shares held by such joint holders.
130. Any general meeting declaring a dividend may, upon the recommendation of the Board, direct payment or satisfaction of such dividend wholly or in part by the distribution of specific assets, and in particular of paid-up shares or debentures of any other company, and the Board shall give effect to such direction, and where any difficulty arises in regards to such distribution the Board may settle it as it thinks expedient, and in particular may fix the value for distribution of any such specific assets and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to secure equality of distribution.

RESERVES

131. The Board may before recommending any dividend set aside out of the profits of the Company such sums as it thinks proper as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company or its holding company, if any) as the Board may from time to time think fit. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to divide.
132. The Board shall transfer to share premium account sums equal to the amount or value of any premiums at which shares of the Company may be issued, and the provisions of these Articles relating to reserves shall be applicable to the sums for the time being standing to the credit of share premium account.

CAPITALISATION OF PROFITS

133. The Company in General Meeting may upon the recommendation of the Board, at any

- (c) The secretary shall give each Director a written notice (by registered mail (or airmail if the Director resides outside Tanzania) and fax) of any Board meeting. The notice shall provide the agenda, the time and place of the meeting. The notice shall also contain an agenda, background information and all necessary support documentation in relation to all major proposals to be made at the meeting.
 - (d) The period between the issue of the notice and the date of the meeting shall be at least twenty (20) days for ordinary meetings and at least fifteen (15) days for extraordinary meetings. Every Director shall receive support documentation and background information at least five (5) business days prior to a meeting.
 - (e) The notice requirements set out above may be waived by a unanimous resolution of the Directors.
120. The Board may delegate any of its powers (other than the power conferred by this Article) to a committee or committees, whether consisting of a member or members of its body or not, as it thinks fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
121. The meeting and proceedings of any committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under the last preceding Article.
122. A resolution in writing signed by the majority of Directors entitled to receive notice of a meeting of the Board or passed by the majority of members of a committee or by teleconferencing by phone by a number thereof constituting a quorum, shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of such committee duly called and constituted. Any such written resolution may be contained in one document or in several documents in like form each signed by one or more of such Directors or members of the committee concerned.
123. Every act done by the Board or committee or by any person acting as a Director or member of such committee, notwithstanding it be afterwards discovered that there was some defect in the appointment of such Board or committee or of any person acting as aforesaid or that they or any of them were disqualified or had vacated office, shall be as valid as if every such Board or committee or person had been duly appointed and was qualified and had continued in office down to the time of performance of such act.

DIVIDENDS

124. The Company in General Meeting may from time to time declare dividends to be paid to the Members according to their rights and interests in the profits, but no dividend shall be declared in excess of the amount recommended by the Board.
125. All dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share. All dividends shall be apportioned and paid *pro rata* according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is

not be taken into account in determining the Directors who are to retire by rotation at such meeting.

113. The Company may by special resolution, or by ordinary resolution of which twenty-eight (28) days' notice has been given in accordance with Article 96(f) remove any Director before the expiration of his period of office (but so that such removal shall be without prejudice to any claim such Director may have for breach of any contract of service between him and the Company) and may by an ordinary resolution appoint another person in his stead. The person so appointed shall be subject to retirement at the time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

PROCEEDINGS OF THE BOARD

114. Save as provided for in these Articles or in the Shareholders' Agreement, the Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. A Director may and the Secretary on the requisition of a Director shall at any time summon a Board meeting.
115. Ordinary Board meetings shall be held at least twice a year. The Chairman or any two Directors can call extraordinary Board Meetings at any time.
116. If the quorum of two (2) Directors is not attained at the meeting, a second meeting shall be held within four business days from the date of the first meeting. Upon the reconvening of the meeting, the Director(s) present shall constitute the required quorum provided that the agenda at the reconvened meeting shall be the same as the agenda for the first meeting.
117. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number be reduced below the minimum number fixed by or in accordance with these Articles the continuing Directors may act for the purpose of filling up vacancies in their body or of summoning general meetings of the Company but not for any other purpose, and may act for either of the purposes aforesaid whether or not their number be reduced below the number fixed by or in accordance with these Articles as the quorum.
118. If at any meeting the Chairman is not present within half an hour after the time appointed for holding the same the Directors present may choose one of their number to be Chairman of the meeting.
119. (a) A meeting of the Board at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Board.
- (b) Provided that the requisite notices are served upon the Directors and subject to the consent of a majority of such Directors, the Directors may conduct their meetings on telephone or through video and all meetings so conducted shall be deemed to have the same status as meetings at which the Directors have physically convened.

PENSIONS AND ALLOWANCES

109. The Board may grant retiring pensions or annuities or other allowances, including allowances on death, to any person or to the widow or dependants of any person in respect of services rendered by him to the Company as Managing Director, Assistant Managing Director, or in any other executive office or employment under the Company or indirectly as an executive officer or employee of any subsidiary company of the Company or of its holding company (if any), notwithstanding that he may be or may have been a Director of the Company and may make payments towards insurances or trusts for such purposes in respect of any such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

THE SEAL

110. The Board shall provide for the safe custody of the Seal, which shall not be affixed to any instrument except in the presence of at least two Directors or at least one Director and the Secretary and such Directors or Director and Secretary shall sign every instrument to which the Seal is so affixed in their presence. All forms of certificate for shares, stock or debentures or representing any other form of security (other than letters of allotment, scrip certificates and other like documents) shall be issued under the Seal and bear the autographic signatures of one or more Directors and the Secretary:

Provided that the Directors may resolve that some method of mechanical signature which is controlled by the Auditors, Transfer Auditors or Bankers of the Company be adopted, in which case any such certificate may bear the mechanical ins-d of the autographic signature of a Director.

AUTHENTICATION OF DOCUMENTS

111. Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the Company (except the Memorandum and Articles of Association which must be authenticated by the Registrar of Companies) and any resolutions passed by the Board, and any books, records, documents and accounts relating to the business of the Company and to certify copies thereof or extracts there from as true copies or extracts and where any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid.

ROTATION OF BOARD

112. Without prejudice to the power of the Company in General Meeting in pursuance of any of the provisions of these Articles to appoint any person to be a Director, the Board shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting and shall then be eligible for re-election but shall

MINUTES

103. The Board shall cause minutes to be made in books provided for the purpose of:
- (a) all appointments of officers made by the Board;
 - (b) the names of the Directors present at each Board or Committee meeting;
 - (c) all resolutions and proceedings at all meetings of the Company and of the Board and of the Committees.

The minutes referred to in this Article shall be approved by the Board and shall be signed by the Chairman of the Board. The minutes shall be in English and shall be kept and filed by the Secretary.

MANAGING DIRECTOR

104. The Board may from time to time appoint one or more of its body to the office of Managing Director or Assistant Managing Director for such period and upon such terms as it thinks fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A Director so appointed shall not, while holding such office, be subject to retirement by rotation or taken into account in determining the rotation or retirement of Directors, but his appointment shall (without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company) ipso facto determine if he ceases from any cause to be a Director.
105. A Managing Director or Assistant Managing Director shall receive such remuneration (whether by way of salary, commission or participation in profits, or otherwise) as the Board may determine, and either in addition to or in lieu of his remuneration as a Director.
106. The Board may entrust to and confer upon a Managing Director or Assistant Managing Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with or to the exclusion of its own powers, and may from time to time (subject to the terms of any agreement entered into in any particular case) revoke, withdraw, alter or vary all or any of such powers.

SECRETARY

107. The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Board.
108. A provision of the Act or of these Articles requiring or authorizing a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

POWERS AND DUTIES OF DIRECTORS

97. The business of the Company shall be managed by the Board, which may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of these Articles and of the Act and to such regulations being not inconsistent with such provisions as may be prescribed by the Company in General Meeting, but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
98. The Board may from time to time and at any time by power of attorney under the Company's Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or those conferred upon the Board by this Article) and for such period and subject to such conditions as it may think fit, and such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorize any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
99. The Company may exercise the powers conferred by Section 43 of the Act with regard to having an Official Seal for use abroad and such powers shall be vested in the Board.
100. The Company may exercise the powers conferred by Sections 124 to 127 of the Act with regard to the keeping of a branch Register in any part of the world and the Board may (subject to the provisions of those sections) make and vary such regulations as it may think fit in respect of the keeping of any such Register.

BORROWING POWERS

101. The Directors may exercise all the powers of the Company to borrow, lend and guarantee the repayment of money and to mortgage or charge or otherwise secure its undertaking, assets, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

The Directors may exercise all the powers of the Company to guarantee and become surety for the liabilities, the performance of contracts and the repayment of monies by any person, firm or company and to issue charges, mortgages, debentures or lien to secure performance by the Company of any such guarantee or surety.

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

duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine which shall be charged as part of the Company's ordinary working expenses.

93. A Director may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested, and no such Director shall be accountable for any remuneration or other benefits received by him as a Director or officer of or from his interest in such other company. The Board may also exercise the voting power conferred by the shares in any other company held or owned by the Company in such manner in all respects as it thinks fit, including the exercise thereof in favor of any resolution appointing the members of the Board or any of them to be directors or officers of such other company, or voting or providing for the payment of remuneration to the directors or officers of such other company, and any Director of the Company may vote in favor of the exercise of such voting rights in the manner aforesaid notwithstanding that he may be or be about to become a director or officer of such other company and as such, or in any other manner, is or may be interested in the exercise of such voting rights in the manner aforesaid.
94. (a) A Director should not be financially interested in the Company other than as a shareholder and/or Director.
- (b) A Director should only trade with the Company through the medium of an associated company in which he has a shareholding.
95. A Director shall not require any share qualification.
96. Without prejudice to the last preceding Article and to the provisions for retirement by rotation or otherwise hereinafter contained, the office of a Director shall be vacated in any of the events following, namely if:
- (a) he resigns his office by writing under his hand left at the Office; or
- (b) he be found lunatic or become of unsound mind or a receiving order is made against him or he compounds with his creditors; or
- (c) without leave, he is absent, otherwise than on the business of the Company, from meetings of the Board for six consecutive months, and the Board resolves that his office be vacated; or
- (d) he is prohibited from being a Director by reason of any order made under Sections 325 or 383 of the Act; or
- (e) without the consent of the remaining Directors he holds any office or place of profit under the Company other than that of Managing Director, Manager or Trustee of any deed for securing debentures of the Company; or
- (f) he is removed either by an extraordinary resolution, or an ordinary resolution of the Company, twenty-eight (28) days' notice of intention to move such resolution having been given.

DIRECTORS

87. Unless and until otherwise from time to time determined by a special resolution of the Company, the number of Directors (excluding alternate directors) shall not be less than two and not more than eight in number. If at any time the number of Directors falls below the minimum number fixed by or in accordance with these Articles, the remaining Directors may act for the purpose of convening a general meeting or for the purpose of bringing the number of Directors to such minimum, and for no other purpose. The remuneration of the Directors shall from time to time be determined by the Board.

The first Directors of the Company are:

1. Tony Joseph Flouty;
2. Zeiad Antoine Flouty; and
3. Joseph Spencer Flouty

88. Unless otherwise determined by the Company in a General Meeting, the Board shall appoint the Chairman of the Board and the Board shall fix his remuneration. The Chairman of the Board shall also be the Chairman of the General Meeting of the Company.
89. Each Director shall have the power to appoint an alternate Director to act in his place and may at his discretion, remove such alternate Director. A person so appointed shall be subject in all respects to the terms and conditions existing in respect of Directors and each alternate Director, while so acting shall exercise and discharge all functions, powers and duties as a Director of his appointer in such appointer's absence. An acting Director shall *ipso facto* cease to be an alternate Director if his appointer ceases, for any reason, to be a Director: Provided that if any Director retires by rotation or otherwise but is re-elected at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired.
90. All appointments and removals of an alternate Director shall be effected by instrument in writing delivered at the Office and signed by the appointer. A Director exercising the power to appoint an alternate Director shall give prior notice of such appointment in writing to the Secretary of the Board.
91. Each of the Directors, other than the Chairman of the Board, shall be entitled to remuneration at such rate as the Company in General Meeting may from time to time determine (by ordinary majority) and the Chairman shall be entitled to remuneration at such higher rate as the Company in General Meeting may from time to time determine (by ordinary majority). Any Director holding office for less than a year shall only rank for remuneration in proportion to the period during which he has held office during such year. The Directors (including alternate Directors) shall be entitled to be paid their reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or General Meetings or otherwise incurred while engaged on the business of the Company.
92. Any Director who, by request, performs special services or who otherwise performs services which, in the opinion of the Board, are outside the normal scope of the usual

FORM OF PROXY

SOLVO TANZANIA LIMITED

I/We, _____ being (a) Members(s) of the above-named Company, hereby appoint _____ of or failing him _____ of as my/our proxy to vote for me/us and on my/our behalf at the annual [or extraordinary, as the case may be] General Meeting of the Company to be held on the _____ day of _____ 2... and at any adjournment thereof.

Dated this _____ day of _____, 2... _____

Signature: _____

Address: _____

I desire to vote * _____ in favour of
_____ the Resolution(s)
against

[where more than one proxy is appointed add, in respect of number of Shares]

NOTE:- Unless otherwise directed, the proxy holder will vote as he thinks fit and in respect of the Members total holding.

84. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, or the transfer of the share in respect of which the instrument of proxy is given, provided that no information in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting, or the taking of the poll, at which the instrument of proxy is used.
85. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
86. A resolution in relation to any of the following shall require the approval of Members representing at least seventy five per cent. (75%) of the share capital of the Company:
- (a) the adoption of any change to the Articles of Association of the Company, other than a change of name of the Company (which shall be decided by the Board);
 - (b) the consolidation or amalgamation of the Company.

due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

79. On a poll votes may be given either personally or by proxy.
80. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing or, if the appointer be a government or corporation, either under its common seal (in the case of a corporation) or under the hand of an officer duly authorized or attorney so authorized.
81. A proxy need not be a Member of the Company. Any Member may appoint more than one proxy to attend on the same occasion.
82. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such power or authority duly notarized, shall be deposited at the Office or such other place in Tanzania as may be specified in the notice convening the meeting no less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, no less than twenty-four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
83. The Board may, if it thinks fit, send out with the notice of any meeting, forms of instrument of proxy for use at the meeting and such instruments of proxy shall be in the form following or in such other form as the Board may decide:

meeting, be of sufficient magnitude to vitiate the resolution.

69. If a poll is duly demanded the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
70. In case of an equality of votes at a General Meeting, whether on a show of hands or on a poll, the Chairman of such meeting shall be entitled to a second or casting vote.
71. A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place and in such manner as the Chairman directs.
72. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded, and it may be withdrawn at any time before the next business is proceeded with.

VOTES OF MEMBERS

73. Subject to any special terms as to voting upon which any share capital may be issued or may for the time being be held on a show of hands every Member who (being an individual) is present in person or (being a government or corporation) is present by a representative duly authorised under Section 141 of the Act shall have one vote. On a poll every Member who is present in person or by proxy shall have one vote for every share of which he is the holder.
74. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register.
75. In accordance with Section 141 of the Act a corporation being a Member may by resolution of its directors or other governing body and any government being a Member may by direction of the appropriate authority or an officer of the Government authorised by or under any law authorise such person as it thinks fit to act as its representative at any General Meeting of the Company or of any class of Members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation or government he represents as that corporation or government could exercise if it were an individual Member of the Company.
76. A Member of unsound mind or in respect of whom an order has been made by any court having jurisdiction for the protection of persons incapable of managing their own affairs may vote, whether on a show of hands or on a poll, by his committee, *curator bonis* or other person in the nature of a committee or *curator bonis* appointed by such court, and such committee, *curator bonis* or other person may vote on a poll by proxy.
77. No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
78. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in

Directors and Auditors and other officers in place of those retiring by rotation or otherwise, and the fixing of the remuneration of the Auditors and the voting of remuneration to the Directors.

62. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as otherwise provided by these Articles, at least one Member present in person or by proxy together holding not less than fifty one (51%) of the issued and paid up ordinary shares and entitled to vote shall be a quorum for all purposes. A corporation being a Member shall be deemed for the purpose of this Article to be personally present if represented by proxy or in accordance with the provisions of Section 141 of the Act.
63. If within half an hour from the time appointed for a meeting a quorum is not present the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine, and the provisions of Article 67 shall apply. If at such adjourned meeting a quorum as above defined be not present within half an hour from the time appointed for holding the meeting the Members present in person or by proxy shall be a quorum.
64. The Chairman (if any) of the Board shall preside as Chairman at every General Meeting of the Company.
65. If there is no such Chairman or if at any meeting the Chairman be not present within half an hour after the time appointed for holding the meeting, the Members present shall choose any of the Directors present at the meeting to act, or if one Director only be present he shall preside as Chairman if willing to act. If no Director is present, or if all the Directors present decline to take the chair, the Members present shall choose one of their number to be Chairman.
66. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
67. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll be demanded by the Chairman, or by any Member. Unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such a resolution.
68. If any votes shall be counted which ought not to have been counted or might have been rejected the error shall not vitiate the resolution unless it be pointed out at the same meeting and not in that case unless it shall, in the opinion of the Chairman of the

appoint.

57. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
58. The Board may, whenever it thinks fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by section 134 of the Act. If at any time there are not within Tanzania sufficient Directors capable of acting to form a quorum, any Director or any two Members may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board. In the case of an Extraordinary General Meeting called pursuant to a requisition, no business other than that stated in the requisition as the subject of such meeting shall be transacted unless such meeting shall have been called by the Board.

NOTICE OF GENERAL MEETINGS.

59. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice in writing at the least, and a meeting other than an Annual General Meeting or a meeting for the passing of a special resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting, and, in the case of special business, the general nature of that business. The notice convening an Annual General Meeting shall specify the meeting as such, and the notice convening a meeting to pass a special or extraordinary resolution shall specify the intention to propose the resolution as a special or extraordinary resolution as the case may be. Notice of every General Meeting shall be given in manner hereinafter mentioned to such persons as are, in accordance with the provisions of these Articles, entitled to receive such notices from the Company, and also to the Auditors of the Company for the time being:

Provided that with the consent of all the Members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those Members may think fit.

In every notice calling a meeting there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a Member.

60. The accidental omission to give notice of a meeting or (in cases where instruments of proxy are sent out with the notice) the accidental omission to send such instrument of proxy to, or the non-receipt of notice of a meeting or such instrument of proxy by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS.

61. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also all business that is transacted at an Annual General Meeting with the exception of the declaration and sanctioning of dividends, the consideration of the accounts and balance sheet and the reports of the Directors and Auditors, the election of

INCREASE OF CAPITAL

52. The Company may from time to time by ordinary resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.
53. The Company may, by the resolution increasing the capital, direct that the new shares or any of them shall be offered either at par or at a premium or (subject to the provisions of Section 60 of the Act) at a discount or may make any other provisions as to the issue of the new shares. In default of any such direction or so far as the same shall not extend the provisions of Article 13 shall apply to such shares.
54. The new shares shall be subject to all the provisions of these Articles with reference to payment of calls, lien, transfer, transmission, forfeiture and otherwise and, unless otherwise provided in accordance with these Articles, shall be issued as Ordinary Shares.

ALTERATIONS OF CAPITAL

55. The Company may from time to time by:
- (1) Ordinary resolution:
- (a) consolidate and divide all or any of its share capital into shares of larger amount than of its existing shares;
 - (b) sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum (subject, nevertheless, to the provisions of Section 65 (1)(d) of the Act), and so that the resolution whereby any share is sub-divided may determine that as between the holders of the shares resulting from such sub-division one or more of the shares may have any such preferred or other special rights over, or may have such qualified or deferred rights or be subject to any such restrictions as compared with the other or others as the Company has power to attach to un-issued or new shares;
 - (c) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled; and
 - (d) vary, modify or amend any rights attached to any shares not yet issued; and
- (2) special resolution:
- (a) reduce its share capital or any capital redemption reserve fund or any share premium account in any manner and with and subject to any circumstance authorized by the Act.

GENERAL MEETINGS

56. The Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year, and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Board shall

FORFEITURE OF SHARES

45. If a Member fails to pay any call or installment of a call on the day appointed for payment thereof, the Board may at any time thereafter during such time as any part of such call or installment remains unpaid serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest and expenses which may have accrued.
46. The notice shall name a further day (not being less than fourteen days from the date of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made or installment is payable will be liable to be forfeited. The Board may accept the surrender of any share liable to be forfeited hereunder and, in such case, references herein to forfeiture shall include surrender.
47. If the requirements of any such notice as aforesaid be not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls or installments, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
48. When any share has been forfeited, notice of the forfeiture shall forthwith be given to the holder of the share or the person entitled to the share by reason of the death or bankruptcy or liquidation of the holder (as the case may be); but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice as aforesaid.
49. A forfeited share shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Board shall think fit, and at any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Board may think fit.
50. A Member whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but shall, notwithstanding, remain liable to pay to the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares with interest thereon at such rate as the Board may determine, not exceeding ten per cent per annum, from the date of forfeiture until payment but the Board may waive payment of such interest either wholly or in part.
51. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration (if any) given for the share on the sale or disposition thereof and may execute a transfer of the share in favor of the person to whom the same is sold or disposed of, and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

37. No transfer shall be registered unless a proper instrument of transfer shall have been delivered to the Company. The instrument of transfer of a share shall be executed by both the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. All instruments of transfer, when registered, shall be retained by the Company.
38. The Board may, in its absolute discretion and without assigning any reason therefore, decline to register any transfer of shares (other than fully paid shares) to a person of whom it shall not approve. The Board may also decline to register any transfer of shares on which the Company has a lien.
39. The Board may decline to recognize any instrument of transfer if:
 - (a) such fee to be determined by the Board is not paid to the Company in respect thereof;
 - (b) the instrument of transfer is not lodged with the Company at the registered office of the Company or is not accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
 - (c) the instrument of transfer is in respect of more than one class of shares.
40. If the Board refuses to register a transfer it shall, within two months after the date on which the transfer was lodged, send to the transferee notice of the refusal and the instrument of transfer that the Board has refused to register shall be returned to the transferee.
41. The Company shall be entitled to charge a fee to be determined by the Board on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney, or other instrument relating to or affecting the title to any share.

TRANSMISSION OF SHARES

42. In case of the death of a Member the survivor or survivors where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole holder, shall be the only persons recognized by the Company as having any title to his shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him with other persons.
43. A person entitled to a share in consequence of the bankruptcy or death of a Member shall be bound at any time, if and when called upon in writing by the Directors so to do, to transfer such shares, as then registered in the name of the bankrupt or deceased Member, in favour of a nominee named by the Board.
44. A person becoming entitled to a share in consequence of the death or bankruptcy or liquidation of a Member shall be entitled to receive and may give a discharge for any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of the share to receive notices of or to attend or vote at general meetings of the Company or, save as aforesaid, to exercise in respect of the share any of the rights or privileges of a Member until he shall have become registered as the holder thereof.

TRANSFER OF SHARES

32. No shareholder shall sell, assign or otherwise transfer any shares without the prior written consent of the other shareholders except as provided in this Article.
33. If any Member (the "Offeror") wishes to transfer any of its shares in the Company, it shall first offer ("the Offer") all of such shares it is seeking to transfer ("the Offer Shares") to the other Members ("the Offeree").
34. The Offer shall:
- (a) be in writing and shall be delivered by the Offeror to the Offeree at its address registered with the Company with a copy to the Company Secretary;
 - (b) be irrevocable and open for acceptance by the Offeree for a period of thirty (30) days following the date of receipt of the Offer by the Offeree;
 - (c) if an offer for the Offer Shares has been made by a bona fide third party to the Offeror, be accompanied by a true and complete copy of any such offer; and which in either case must contain the name of the bona fide third party and in the case where the bona fide third party is acting in the capacity of agent, the name of his ultimate principal;
 - (d) in all other cases apart from those referred to in Article 34(c), stipulate a cash price at which the Offeror is prepared to sell the Offer Shares and which shall be payable free of set-off or other deduction against delivery of the certificates in respect of the Offer Shares in negotiable form to the Offeree or its nominee; and
 - (e) not be subject to any other term or condition except that whole (and not a part only) of the Offer must be accepted.
35. In the event that the Offer is accepted by more than one of the Offerees, the right of first refusal mentioned above shall be deemed to be proportionate to each Offeree's existing shareholding in the Company. For the avoidance of doubt, in the event any Offeree does not accept the Offer each Offeree which has accepted the Offer shall be entitled, within twenty (20) days after being notified by the Offeree that any Offeree has not accepted the Offer, to accept the whole (and not any part) of the Offer in respect of the Offer Shares not accepted by any Offeree at the same price and on the same terms as stated in the original Offer.
36. If the whole of the Offer (and not part only) is not accepted by the Offeree within the period referred to in Article 34(b) (as extended, if necessary, pursuant to Article 35), then the Offeror shall be entitled, within thirty (30) days after such non-acceptance, to sell and transfer all (but not a part only) of the Offer Shares to a bona fide purchaser (and, where Article 34(c) is applicable to the bona fide third party referred to therein) ("the Third Party") at a price not lower and on terms and conditions not more favourable to that Third Party than those at which the Offeree was entitled to purchase the Offer Shares in terms of the Offer. Should the Offeror not sell all the Offer Shares within such thirty (30) day period, then Articles 33-36 inclusive shall apply de novo.

debt or liability in respect whereof the lien exists so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Board may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

CALLS ON SHARES

25. The Board may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal amount of the shares or be payable earlier than one month from the date fixed for payment of the last previous call, and each Member shall (subject to the Company giving to him at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Board may determine.
26. A call may be made payable by installments and shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed.
27. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
28. If a sum called in respect of a share be not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate, not exceeding ten per cent. (10%) per annum, as the Board may determine, but the Board shall be at liberty to waive payment of such interest wholly or in part.
29. Any sum which, by the terms of issue of a share, becomes payable on allotment or at any fixed date, whether on account of the nominal amount of the share or by way of premium, shall for all the purposes of these Articles be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
30. The Board may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.
31. The Board may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate, as may be agreed upon between the Board and the Member paying such sum in advance. The Directors may at any time on giving not less than three months' notice in writing to such Member repay to him the amount by which any such advance exceeds the amount actually called up on the shares.

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

SHARE CERTIFICATES

20. Every person whose name is entered as a Member in the Register shall be entitled, without payment, to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares of any one class, or several certificates each for one or more of his shares of such class upon payment of such sum for every certificate after the first as the Board shall from time to time determine. In the case of a share held jointly by several persons, delivery of a certificate to one of several joint holders shall be sufficient delivery to all. If a Member shall sell or transfer part of the shares comprised in his holding he shall be entitled to a certificate for the balance without charge.
21. If a share certificate is defaced, lost or destroyed it may be replaced on payment of such fee (if any) as may be determined by the Board and on such terms (if any) as to evidence and indemnity and payment of the out-of-pocket expenses of the Company of investigating such evidence as the Board may think fit and, in case of defacement, on delivery of the old certificate to the Company.

LIEN

22. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys, whether presently payable or not, called or payable at a fixed time in respect of such share, and the Company shall also have a first and paramount lien and charge on all shares (other than fully paid shares) standing registered in the name of a single Member for all the debts and liabilities of such Member or his estate to the Company, and whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such Member, and whether the time for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person whether a Member or not. The Company's lien on a share shall extend to all dividends payable thereon. But the Board may at any time declare any share to be wholly or in part exempt from the provisions of this article. Unless otherwise agreed, the registration of a transfer of shares shall not operate as a waiver of the Company's lien, if any, on such shares.
23. The Company may sell, in such manner as the Board may think fit, any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default shall have been given to the holder for the time being of the share or to the person entitled by reason of his death or bankruptcy to the share.
24. The net proceeds of sale shall be applied in or towards payment or satisfaction of the

conditions as the Board may determine, but so that no shares shall be issued at a discount except in accordance with Section 60 of the Act.

14. All issues of shares of common stock, preferred stock or options or warrants to purchase common or preferred stock or any security convertible in whole or in part into any of the aforesaid shares, options or warrants shall first be offered to all of the Members as nearly as may be in proportion to the percentage of the capital stock of the Company respectively held by such Member at the date of such offer. Every such offer shall be made in writing by the secretary of the Company and shall state that any shares the subject of such offer that are not subscribed by any Member will be offered to the other Members in proportion to the shares held by them.
15. If the shares and equity securities of any issue shall not be capable, without division into fractions, of being offered to or being divided among the Members in the proportions above mentioned the same shall be offered to or divided among the Members as nearly as may be in such proportions and any balance shall be offered to or divided among the Members in such manner as may be reasonably determined by the Board.
16. If all of the shares or equity securities, as the case may be, of any issue are not fully subscribed for within a period of fifteen (15) days after the same are offered to the Members, the Company shall, during the following period of fifteen (15) days, offer all or any of the shares or equity securities not taken up by the Members to those Members who have accepted their offers in proportion to their shareholdings, and if not subscribed by these Members within a period of thirty (30) days after being offered the Company may offer the same to any person or persons as the Board thinks fit, provided that:
 - (a) the price at which such shares or equity securities may be allotted and issued shall be not less than the subscription price initially offered to the Members, and
 - (b) the terms of payment and otherwise for such shares or equity securities shall not be more favorable than the terms initially offered to the Members.
17. The Company may exercise the powers of paying commissions conferred by Section 56 of the Act, provided that the rate or amount of the commission paid or agreed to be paid and the number of shares which persons have agreed for a commission to subscribe absolutely shall be disclosed in the manner required by the said section, and that such commission shall not exceed ten per cent. (10%) of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten per cent. (10%) of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
18. If any shares of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant or equipment which cannot be made profitable for a lengthened period, the Company may, pay interest on so much of such share capital as is for the time being paid up and may charge the same to capital as part of the cost of construction of the works or buildings or the provision of plant.

6. No part of the funds of the Company shall directly or indirectly be employed in the purchase of or in loans upon the security of the Company's shares, provided that nothing in this Article shall prohibit transactions mentioned in the proviso of Section 57 (1) of the Act.

SHARE CAPITAL

7. The share capital of the Company at the date of adoption of these Articles is one million (T.Shs. 1,000,000/=) divided into one thousand (1,000) shares of Tanzania Shillings one thousand (T.Shs. 1,000/=) each.
8. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares, any share in the Company (whether forming part of the original capital or not) may be issued with any such preferred, deferred or other special rights or subject in regard to dividend returns of capital, voting or otherwise as the Company may from time to time, by resolution, determine or in the case of any shares in respect of which there has been no such determination as the Board may direct.
9. Subject to the provisions of Section 61 of the Act any preference shares may be issued on terms that they are, or at the option of the Company are to be liable, to be redeemed on such terms and in such manner as the Company may, by special resolution, determine.
10. The Company may, from time to time by ordinary resolution, increase its share capital by such sum, to be divided into shares of such amount as the resolution shall prescribe.

MODIFICATION OF CLASS OF SHARES

11. All or any of the special rights and privileges for the time being attached to any class of shares issued may from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent, in writing, of the holders of no less than three – fourths ($3/4$) of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of such shares. To any such separate general meeting all the provisions of these Articles as to the general meeting of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy no less than one-third of the issued shares of the class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him, and that if at any adjourned meeting of such holders a quorum as above defined be not present, those of such holders who are present shall be a quorum.
12. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided by the conditions of issue of such shares, be deemed to be altered by the creation or issue of further shares ranking, *pari passu* therewith.

SHARES

13. Subject to the provisions of these Articles, the unissued shares of the Company shall be at the disposal of the Board, which may allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and

“Member”	a registered shareholder in the Company;
“Memorandum”	the Memorandum of Association of the Company;
“Month”	calendar month;
“objects”	the objects of the Company;
“Office”	the registered office of the Company;
“quorum”	(in the case of Board meetings) two (2) Directors as the minimum number of Directors who must be present at a meeting in order for business to be transacted;
“Seal”	the Common Seal of the Company;
“Year”	the financial year as determined by the Board of Directors; and
“writing”	includes printing and lithography and any other mode or modes of representing or producing words in a visible form.

PRIVATE COMPANY

3. The Company is a Private Company and accordingly:
- (a) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company;
 - (b) the number of the Members, not including persons who are in the employment of the Company is limited to fifty (50) Members:

Provided that, for the purpose of this provision, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single Member;
 - (c) the right to transfer the shares of the Company is restricted in the manner hereinafter provided; and
 - (d) no bearer Share Warrant shall be issued.

BUSINESS

4. Any branch or kind of business which the Company is either expressly or by implication authorized to undertake in terms of its objects, may be undertaken by the Board at such time or times as it shall think fit, and further may be suffered by it to be in abeyance, whether such branch or kind of business may have been actually commenced or proceeded.
5. The Office shall be at such a place in Tanzania as the Board shall from time to time appoint.

TANZANIA
5000/-
Duly Stamped
ON ORIGINAL
31-1-08
31381332
REGISTRY OFFICE

THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

SOLVO TANZANIA LIMITED

TANZANIA
Stamp Duty 5000/-
Receipt No. 31381332
31-1-08
REGISTRY OFFICE
REGISTRY OF COMPANIES

TABLE A

1. The regulations in Table A in the First Schedule to the Companies Act 2002 shall not apply to the Company save if the same is repeated or contained in these Articles.

INTERPRETATION

2. In these Articles unless the context otherwise requires, expressions defined in the Companies Act 2002 shall have the meanings so defined and the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, namely:

<u>Words</u>	<u>Meanings</u>
“Act”	the Companies Act, 2002 or any statutory re-enactment or modification thereof for the time being in force, and reference to any section or provisions of the Act shall include reference to any statutory re-enactment or modification of such section or provision for the time being in force;
“Articles”	these Articles of Association of SOLVO TANZANIA LIMITED
“Auditors”	the duly appointed auditors of the Company from time to time;
“Board”	the board of Directors of the Company or the Directors present at a duly convened meeting of Directors at which quorum has been attained;
“Chairman”	the Chairman of the Company;
“Company”	means SOLVO TANZANIA LIMITED;
“Directors”	the Directors for the time being of the Company or if there be only one Director then such one Director;
“Dividends”	any distribution (whether in cash or property, and whether made before or during a winding up) by the Company to any Member with respect to a Member’s equity interest in the Company;

- (jj) To grant pensions, allowances, gratuities and bonuses to the employees or ex-employees of the Company or such persons who have given honorary services to the Company and to support or subscribe to any charitable or other institutions, clubs, societies or funds.
- (kk) To distribute in specie the assets and property of the Company amongst its members.
- (ll) Generally to do all such things as may appear to be incidental or conducive to the attainment of the above objects or any of them.

AND it is hereby declared that the intention hereof is that the objects hereinabove specified in this clause 3 shall be independent main objects of the Company and shall in no wise be limited or restricted by reference to or inference from the terms of any other paragraph or the other clauses hereof.

4. The liability of the members is limited.
5. The nominal share capital of the Company is Tanzania Shillings one million (T.Shs. 1,000,000/=) divided into one thousand (1000) shares of Tanzania Shillings one thousand (T.Shs. 1,000/=) each with the rights and privileges and conditions respectively attached thereto as may from time to time be conferred by the regulations of the Company with powers to increase or to reduce its capital and to divide the share capital of the Company from time to time into several classes and attach thereto such preferential, differed, qualified or special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.

WE, the several persons, whose names and addresses are subscribed below 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.

- (bb) To carry on business of manufacturers of and dealers in all kinds of surgical, scientific, electric, chemical, photographic and other apparatus.
- (cc) To draw, accept and negotiate bills of exchange, promissory notes and other negotiable and mercantile instruments for the purpose of the Company's business.
- (dd) To borrow or raise money whether or not for the purposes of the Company (including by way of hire purchase, conditional sale, credit sale or any other such methods of financing) from banking and financial institutions or other money lending institutions or by other lawful means including by the issue of debentures, debenture stock (perpetual or terminable) or bonds and to secure or discharge any debt, liability or obligation of or binding on the Company whether by way of guarantee or indemnity or otherwise (including, without limitation, pursuant to the borrowing or raising of money) by the giving of mortgages, charges or other security founded, or based upon all or any of the property and rights of the Company, including its uncalled capital or without any such security and upon such terms as to priority or otherwise as the Company shall think fit.
- (ee) To lend and advance money or give credit to any person or company on such terms as may seem expedient to the Directors of the Company and in particular to a customer or person or firm or company or other body corporate or unincorporated having dealings with the Company.
- (ff) To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets, rights and revenues present and future and uncalled capital of the Company or by both such methods or by such other means whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever (including but not limited to principal, interest and other liabilities of any borrowings or acceptance credits and capital, premiums, dividends, costs and expenses or any stocks, shares or securities) by any person, firm or company including but not limited to any company which is for the time being a holding company or a subsidiary (both as defined in the Companies Act, 2002) of the Company or of the Company's holding company and that the giving and creation of any such guarantee support or security is hereby constituted one of the main objects of the Company.
- (gg) To enter into joint venture agreements or an amalgamation with any other company, firm or person carrying on business within the objects of the Company.
- (hh) To promote or assist in the promotion of any other company or business for the purpose of acquiring any of the assets and liabilities of the company or business or for any other purpose which may seem to the Directors of the Company directly or indirectly to benefit the Company.
- (ii) To sell the undertaking and all or any of the property of the Company for cash or stock, shares or securities of any other company or person or for any other consideration.

builders' requisites, machinery, electrical and engineering goods, household goods, fabrics, furnishing fabrics, jewellery and perfumes and to carry on any business incidental to the aforementioned businesses.

- (q) To acquire the goodwill or shares of any business or company carrying on any trade or business within the objects of the Company and any lands, privileges, contracts, property or effects, held or used in connection therewith and upon such purchase to undertake the liabilities of such business or company.
- (r) To undertake, conduct, acquire and carry on or out work of all kinds relating to any business of the Company.
- (s) To invest the moneys of the Company not immediately required in such manner as may from time to time be determined by the Directors of the Company.
- (t) To apply for and acquire privileges, licenses, concessions, secret processes and the like which the Directors of the Company may deem to be advantageous for the business of the Company.
- (u) To take part in the formation, management, supervision or control of the business or operations of any company, firm or other unincorporated body and for that purpose to act as directors, administrators, managers, accountants or other experts or agents.
- (v) To vest any movable or immovable property, rights or interests acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company, and with or without any declared trust in favor of the Company.
- (w) To sell or dispose the undertaking, assets or property of the Company or any part thereof for such consideration as the Company may think fit, and in particular for the shares, debentures or securities of any company purchasing the same.
- (x) To acquire and deal with the business, property and liabilities of any company, firm or persons carrying on any business within the objects of the Company.
- (y) To acquire and deal with and in plant and machinery, patents, patent rights, inventions, copyrights, designs, trademarks or secret processes and other intellectual property rights and to sell, let, dispose or grant rights and licenses over the same.
- (z) To acquire and deal with the shares, stock and securities in or of any company or undertaking the acquisition of which may promote or advantage the interests of the Company.
- (aa) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Company may consider to be preliminary expenses.

passengers, goods, cargo, mail, property and other merchandise by land, water, rail and air and to construct, fit out, maintain, service and enter into any contract or agreement with any person for the acquisition or maintenance of such motor vehicles, railway trucks, aeroplanes, ships and marine vessels.

- (l) To construct repair equip maintain and work public transport vehicles motor coaches, ships, railway trucks, aeroplanes or other vehicles appropriate for the carriage of passengers livestock and other animals or goods and to carry on the business of proprietors and carriers of passengers both in public conveyances and in private vehicles in Tanzania and elsewhere and in such other places as may from time to time be thought fit and to engage in the leasing or hiring of cars lorries trucks tractors breakdown vehicles buses motor coaches motor cars vehicle bodies engines machinery ships, railway trucks, aeroplanes and other chattels in such manner as the company may consider useful for its purposes and to sell and replace such vehicles and chattels as and when the purposes of the business require.
- (m) To construct, purchase, take on lease, hire or otherwise acquire, equip and maintain garages, store houses and other buildings for the purpose of parking, storage or repair and maintenance of motor vehicles, ships, trains, aeroplanes, motor cycles and motor boats and for the storage of fuel and other oils and substances necessary for the repair and/or operation of the said motor vehicles, ships, trains, aeroplanes, motor cycles and motor boats.
- (n) To carry on the business as tour operators, travel agents and contractors and organisers, administrators and operators of tours, excursions, cruises, safaris and expeditions of all kinds by land, sea or air and to construct, take on lease, hire or otherwise acquire and maintain tourist and holiday resorts and hotels and other types of lodging accommodation for travellers and further to provide courier services, booking and reservation services of travel tickets, sleeping cars, berths, passports, visa and other immigration and customs clearance services, safe deposits, currency exchange services and to provide attendants, guides and drivers for travellers and tourists.
- (o) To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any charter, licence, power, authority, franchise, concession, right, privilege which any government or authority, supreme, municipal, local or otherwise, or any corporation or public body may be empowered to issue, confer or make and to pay for, aid in and contribute towards carrying the same into effect and to appropriate any of the Company's assets, shares, stock, debentures or other securities to defray the necessary costs and expenses thereof.
- (p) To carry on the business of importers, exporters, general merchants, distributors, storers, marketers and dealers in all types of commodities and other products and the sale by wholesale or retail of such products and to acquire, establish or carry on the business of wholesale and retail merchants, importers and exporters, general merchants and commission agents, general manufacturers, carriers, land and estate agents, contractors, store keepers and sellers of goods and all types and kinds of merchandise, commodities, manufactured goods, building materials and

- (e) To carry on the business of general carriers and clearing and forwarding agents, storekeepers, warehousemen, bonded warehousemen and to establish and carry on business as a general commercial company.
- (f) To carry on the business as or in all or in any of the following: wholesale and retail merchants, importers and exporters, commission agents, agencies for local and foreign business houses, insurance and insurance agents, carriers, shippers, ship-chandlers, warehousing, clearing and forwarding agents, dealers in cotton, woollen, nylon, silk, tetron, spun rayon goods, all types of textiles, haberdashery, hosiery, cutlery and crockery, stationery, ready made clothes and garments, imitation jewellery, footwear, toys, sales and service of audio visual equipment, furniture and furnishings, electrical appliances, household goods, perfumery, fireworks, paper, paper garlands and bunting and any branch side or subsidiary business commonly carried on in connection with aforesaid or any of them.
- (g) To acquire by purchase, lease, exchange or otherwise and to develop lands, buildings and hereditaments of any tenure or description situate in Tanzania, East Africa or elsewhere and any estate or interest therein, and any right over or connected therewith and so situate and to turn the same to account as may seem expedient and in particular by preparing building sites and by constructing, reconstructing, renovating, altering, improving, decorating, fitting-out and maintaining offices, flats, houses, factories, warehouses, shops, malls, shopping complexes, wharfs, buildings and conveniences of all kinds and by consolidating or connecting, or subdividing properties and by leasing and disposing of the same.
- (h) To purchase or otherwise acquire, settle, improve and cultivate lands and property in Tanzania, East Africa or elsewhere and to develop the resources of the same lands and property by building, reclaiming, clearing, draining and otherwise improving, farming and planting on any terms or system that may be considered advisable and to stock the same lands and property.
- (i) To manage land, buildings and other property whether belonging to the Company or not, and to collect rents and income and to act as managing agents of property and to purchase for investment or resale and to trade in land and buildings and other property of any tenure and any interest therein and to deal in land and buildings by way of sale, lease, exchange or otherwise and to carry out all services relating thereto.
- (j) To acquire and take over any business or undertaking carried on, upon, or in connection with, any land or building, which the Company may acquire or become interested in, and the whole or any of the assets and liabilities of such business or undertaking, and to carry on the same, or to dispose of, remove, or put an end thereto, or otherwise deal with the same as may seem expedient to the Directors of the Company.
- (k) To carry on the business as transporters and act as carriers of passengers, goods and other freight of whatsoever nature by road, rail, sea, air and by any other modes of transport for hire, reward or otherwise and to purchase, take on lease, hire, exchange, import or otherwise acquire motor vehicles, railway trucks, aeroplanes, ships and marine vessels of whatsoever description for the carriage of

TANZANIA
Stamp Duty Shs. 500/-
I AM AN ORIGINAL
Stamp Duty Office
31-1-08

THE COMPANIES ACT, 2002
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
SOLVO TANZANIA LIMITED

TANZANIA
Stamp Duty Shs. 2500/-
Receipt No. 3138172
31-1-08
Asst. Registrar of Companies

1. The name of the Company is **SOLVO TANZANIA LIMITED.**
2. The registered office of the Company will be situated in the Republic of Tanzania.
3. The objects for which the Company is established are:
 - (a) To manufacture, produce, buy, sell, dispose of and deal in gas, coke, tar and all other residual products resulting from the manufacture of gas or the extraction of natural gas, and to carry on all the businesses which may conveniently be carried on in conjunction with any such activity.
 - (b) To acquire, construct, erect, lay, maintain, enlarge, alter, work and use all such land, buildings, easements, gas and other works, machinery, plant, pipes, motors, meters, apparatus, materials and things and to supply all such materials, products and things as may be convenient in conjunction with the production, use, storage, measurement, supply and distribution of the products of the company.
 - (c) To acquire, establish or carry on the business and trade of wholesale and retail merchants, importers and exporters, general merchants and commission agents, general manufacturers, carriers, distributors, store keepers and sellers of goods and all types and kinds of merchandise including manufactured goods, mineral and vegetable oils, animal fats, base oils, plastics, rubber, gas, chemical products, petroleum and petrochemical products, solvents, alcoholic substances, building materials and builders' requisites, machinery, electrical and engineering goods, household goods, fabrics, furnishing fabrics, jewellery and perfumes and to carry on any business incidental to the aforementioned businesses.
 - (d) To carry on the business of distributors and warehousemen in Tanzania, East Africa or elsewhere in the world of including without limitation to all kinds of merchandise, including manufactured goods, mineral and vegetable oils, animal fats, base oils, plastics, rubber, gas, chemical products, petroleum and petrochemical products, solvents, alcoholic substances, building materials and builder's requisites, machinery, electrical and engineering goods, household goods, fabrics, furnishing fabrics, jewellery and perfumes and for the purpose to establish or acquire, purchase or lease any buildings, offices, warehouses, trading stations, factories and depots and to purchase, rent or otherwise acquire lorries, trucks, trains and other motor vehicles and vessels for the purposes of transportation of any goods or merchandise dealt with by the company.

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

SOLVO TANZANIA LIMITED

(A PRIVATE COMPANY)

INCORPORATED AS OF THIS 1st DAY OF February, 2008

RINGO & ASSOCIATES

Advocates

Upanga Road

Peugeot House Floor 1,

P. O. Box 79651

Dar es-Salaam

Director Profile

Name: JOSEPH SPENCER FLOUTY

- *Date & Place of Birth: August 31, 1968- Chelmsford, United Kingdom*
- *Marital Status: Married*
- *Nationality: British- GBR passport/ N°704976675*
- *Occupation: Regional Director –Solvochem Group*
- *Father's Name: Anthony Flouty*
- *Mother's Name: Thelma Emily Gilroy*
- *Home Address: Flouty Building/ N° 79, 3rd Floor, Kalaa street/ N° 77 , Mansourieh, Al Maten, Lebanon*
- *E mail address: jf.private@flouty.com*

Background

*Newport University- Lebanon Center,
Certificate in Organizational Relations
Expert in Polymers*

Previous and Current Responsibilities in the Group

- *Solvochem Holdings LTD,
Regional Manager for the Levant
Shareholder and Member of the Board of Directors.*
- *Solvochem Holland BV,
Coordinator for International Trading.
Technical supervision for Terminals.
Supply Chain & Logistics Supervisor*
- *Flouty Trading Company- Lebanon,
Sales, Marketing and Technical Manager*
- *Solvochem Jordan,
Bulk Terminal Construction*

Associations

- *Portemilio Association, Sports Club*
- *Dbayeh Marina, Sailing Club*

Director Profile

Name: ZEIAD ANTOINE FLOUTY

- *Date & Place of Birth: June 20th , 1967- Chelmsford, United Kingdom*
- *Marital Status: Married*
- *Nationality: British- GBR*
- *Occupation: Regional Director –Solvochem Group*
- *Father's Name: Anthony Flouty*
- *Mother's Name: Thelma Emily Gilroy*
- *Home Address: Residence 2856, 8th Street
Bayada, Lebanon*
- *E mail address: zeiad.flouty@solvochem.com*

Background

*American University of Washington-D.C,
Banking, Finance and Management.*

Previous and Current Responsibilities in the Group

- *Solvochem Holdings LTD,
Regional Manager for the Levant
Shareholder and Member of the Board of Directors.*
- *Solvochem Holland BV,
Coordinator for International Trading.
Technical supervision for Terminals.
Supply Chain & Logistics Supervisor*
- *Flouty Trading Company- Lebanon,
Sales, Marketing and Technical Manager*
- *Solvochem Jordan,
Bulk Terminal Construction*

Associations

- *Portemilio Association, Sports Club*
- *Dbayeh Marina, Sailing Club*
- *Kunhadi*

- The business policy, investment strategy, financial and commercial decisions of the Solvochem Group are determined and directed by Mr. Anthony J. Flouty.

- Mr. Anthony J. Flouty represents the major global suppliers in regions such as:
 - Shell Chemicals
 - Exxon Mobile Chemicals
 - Sasol

▶ Anthony Joseph Flouty

Nationality

British

Address

P.O.Box 16-5468
Industrial Valley
Roumieh Nahr el Mott
Beirut-Lebanon
Tel: +961-1-898 877/877 160
Fax: +961-1-878 497
E-mail: aflouty@flouty.com
Website: www.solvochem.com

Education and background

University of London

- Chemical engineer
- Specialty in polymers.

Previous and Current Responsibilities

Owner and Business man (1979 – present)

- Mr. Anthony J.Flouty is the chairman/managing director of Solvochem Group and Flouty Trading Lebanon, managing the business in different parts of the Middle East, Europe, and Africa.



MINUTES OF THE DIRECTORS MEETING
OF SOLVO TANZANIA LIMITED

The Directors of Solvo Tanzania Limited (the Company) held a meeting on June 3, 2010 during which the following resolution were unanimously adopted:

RESOLVED, that the Company shall lease a piece of land in Mtwara in Tanzania to construct 6 chemical storage tanks, and to register this project with the Tanzania Investment Center;

As no other matter was to be discussed the meeting was adjourned.

Tony Joseph Flouty Director for approval

Zeiad Antoine Flouty Director for approval

Joseph Spencer Flouty Director for approval



4th June, 2010

M/s Tanzania Investment Center
Dar El Salam – Tanzania

Gentlemen,

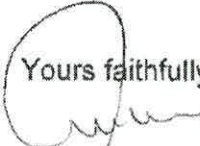
We hereby confirm that Solvochem Holdings Ltd has been a valued customer of our bank for many years.

During this period, Solvochem Holdings Ltd has always fulfilled its obligations to us. As of today, with regards to our business relationship, we consider them reliable and of good standing.

We also believe, based on the financial information we hold, that they have the necessary financial means to support their related business and international expansion, including in East Africa, and that they would not undertake commitments which they could not fulfill.

This information is given to you in strict confidence at Solvochem Holding Ltd's request and without any responsibility on our part or that of our officers.

Yours faithfully

 Gérard Malhamé

FRANSABANK SAL

Siège Social: Centre Fransabank Rue Hamra B.P.: 11-0393 - Beyrouth Riad El Solh 1107 2803 - Liban Tel.: (01) 340180/8
Fax: (01) 354572 Telex: fransa 20631 le Capital: L.L. 430 milliards entièrement versé, R.C.B. No. 25699, Liste des Banques No.1
e-mail: fsb@fransabank.com - www.fransabank.com

المركز الرئيسي سنتر فرنسابانك، شارع الحمراء، ص.ب. 11-0393 - بيروت 1107 2803 - لبنان، تليفون: (01) 340180/8
فاكس: (01) 354572، تليكس: fransa 20631، رأس المال: ل.ل. 430 مليار، مدفوع بالكامل، س.ت. بيروت رقم 25699، لائحة المصارف رقم 1

Box 79651

Kis/7845/10

Re-64053

TFN-226
(Rev 2/96)



JAMHURI YA MUUNGANO WA TANZANIA

LESENI YA BIASHARA

B No 01217845

(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..... *MANISPAA - ILALA*
- 2. Nambari ya Ushuru wa mapato..... *108 - 785 - 276*
- 3. Leseni imetolewa kwa..... *SOLYO TANZANIA LIMITED*
kuendesha biashara ya..... *LIASON OFFICE*
katika Wilaya/Kanda* ya..... *ILALA* Mtaa..... *UPANGA ST*
- 4. Ni ya Shina/Tawi*..... *PEUGEOT HOWE*
Ada Sh..... Nambari ya Stakabadhi.....
ya tarehe.....
- 5. Mpya inaendeleza* muda wa leseni Na.....
ya tarehe.....

(ii) Muda wa leseni hii utaishia 30

Tarehe..... *17/2/10*



TANZANIA



Certificate of Incorporation

Section 15

No 64053

I HEREBY CERTIFY THAT

SOLVO TANZANIA LIMITED =====

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

Given under my hand at Dar es salaam
this 1ST day of FEBRUARY

TWO THOUSAND AND EIGHT

I, **JOHN I. K. LASWAI**
Advocate, Notary Public and
Commissioner for Oaths
do hereby certify that the foregoing
is a true and correct copy of the original

Signature ----- Date -----


[Handwritten Signature] 26/05/10

[Handwritten Signature]
Asst. Registrar of Companies

REQUIREMENTS OF THIS CERTIFICATE

1. The taxable person must show his TIN registration number in any return, statement, notice of appeal or other document used for the purpose of the Income Tax Act.
2. This Certificate should be displayed in a conspicuous position at the principal place of business.

I, JOHN I. K. LASWAI
Advocate, Notary Public and
Commissioner for Oaths
do hereby certify that the foregoing
is a true and correct copy of the original

Signature  Date 26.08.12

TIN.:

0640838



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION

FOR

TAXPAYER IDENTIFICATION NUMBER (TIN)

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

I, **JOHN I. K. LASWAI**

Advocate, Notary Public and
Commissioner for Oaths

do hereby certify that the foregoing
is a true and correct copy of the original

THIS IS TO CERTIFY THAT


Signature: _____ Date: 26.09.10

.....
SOLVO TANZANIA LIMITED

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

.....
108-785-276

with effect from03-09-2009.


JOANNES N. A. MALLY

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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



TANZANIA REVENUE AUTHORITY

DOMESTIC REVENUE DEPARTMENT

If undelivered please return to P.O.Box 25216, Dar es Salaam, Tanzania

SOLVO TANZANIA LIMITED

P.O. Box 79651

Plot No. 36

DAR ES SALAAM

TIN: 108-785-276

Date: 20-04-2010

RE: REGISTRATION FOR VAT

Reference is made to the application documents you submitted to Tanzania Revenue Authority for registration for Value Added Tax (VAT) on 14-04-2010

You have been registered for the purpose of VAT with effect from: **20-04-2010**
and your VAT Registration Number (VRN) is: **40-005674-X**

You are therefore required by the law to submit your first VAT return for the month of **April 2010**
on or before **31-05-2010**

Your registration certificate is ready for collection at this office during working hours.

Judith Kwagilwa
Regional Manager

Ilala Tax Region

Address:
TRA Ilala
Shauri Moyo/Lindi Street

Mail:
P. O. Box 25216,
Dar es Salaam, Tanzania

Telephone:
022-2863190
022-2861552

Fax:
022-2862952

Internet:
www.tra.go.tz
e-mail:

REQUIREMENTS OF THIS CERTIFICATE

- 1. The taxable person must show his VAT registration number in any return, tax invoices issued, notice of appeal or other document used for the purpose of the VAT Act.**
- 2. This certificate should be displayed in a conspicuous position at the principal place of business.**

I, JOHN I. K. LASWAI

Advocate, Notary Public and
Commissioner for Oaths

do hereby certify that the foregoing
is a true and correct copy of the original

Signature  Date 26.05.11




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)

I, **JOHN I. K. LASWAI**
Advocate, Notary Public and
Commissioner for Oaths
do hereby certify that the foregoing
is a true and correct copy of the original

THIS IS TO CERTIFY THAT
SOLVO TANZANIA LIMITED

Signature  Date 26.05.10

WHOSE TAXPAYER IDENTIFICATION NUMBER (TIN) IS

108-785-276

HAS BEEN REGISTERED FOR VALUE ADDED TAX (VAT)

AND ASSIGNED VAT REGISTRATION NUMBER (VRN)

40-005674-X

FOR BUSINESS LOCATED AT PEUGEOT HOUSE-UPANGA STREET 3
DAR ES SALAAM

WITH EFFECT FROM 20 April 2010

GIVEN UNDER MY HAND

THIS 20th DAY OF April 2010



JOANNES N. A. MALLY
COMMISSIONER FOR VAT





SKETCH MAP SHOWING PROJECT LOCATION



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

Land/Building	..... 400,000
Plant	..... 3500 000
Vehicles	..... 250 000
Furniture & Fittings	..... 200 000
Pre-expenses	..... 450 000
Others	..... 200 000
Working Capital	..... 3000 000
TOTAL	..... 8000 000

Contact Details:

Name: PETER WILSON.....

Title: GENERAL MANAGER.....

Telephone: 212 3038/9.....

Fax: 2123040.....

Email: tanzania@solvochem.com.....

Payments to be made payable to:

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

APPLICATION SUMMARY

Company Name: SOLVO TANZANIA LTD

Certificate of Incorporation Number: 64053 **Status:** NEW

Certificate of Incorporation Date: 1/2/2008

Post Box: 7043

Town: DARES SAAAN

Sector: ECONOMIC INFRASTRUCTURE **Sub-Sector:**

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity	Local Equity	Foreign Loan	Local Loan
..... <u>3,000,000</u> .....	..... <u>—</u> .....	..... <u>5,000,000</u> <u>—</u>

Project Objectives: TO CONSTRUCT CHEMICAL STORAGE TANKS AND OFFICES STRUCTURES, THEN DISTRIBUTE CHEMICALS

Capacity:

Employment: Foreign: 5 Local: 95 Total: 100

Implementation Period: 18 MONTHS

Project Location

Site/Plot/Block No.: 2/1

Street: KURASINI IND. AREA **District:** TEMEKE **Region:** DARES SAAAN

(Attach sketch map showing project location)

Shareholders	Nationality	%
..... <u>TONY J. FLOWY</u> .....	..... <u>UK</u> .....	..... <u>50</u>
..... <u>SOLVOCHEM HOLDINGS LTD</u> .....	..... <u>UK</u> .....	..... <u>50</u>
.....
.....
.....

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

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

I/We enclose a cheque/cash made payable to the **Tanzania Investment Centre** for Tshs./US\$ 100 Being the Registration Fees. *In the event this application is unsuccessful we understand that this fee will not be refunded.*

I, PETER WILSON of Post Office Number 7043 DAR ES SALAAM do solemnly and sincerely declare that I am a director/~~day~~ authorized agent of SOLVO TANZANIA LTD

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

Declared at Dar es Salaam }
 }
 The day of 2003 }

Applicant


Before me:



.....
 Commissioner for Oaths

UNITED REPUBLIC OF TANZANIA

THE TANZANIA INVESTMENT ACT

(No. 26 of 1997)

APPLICATION FOR REGISTRATION

(Made under Regulation 42)

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

1. I/We PETER WILSON
(director/directors/agent of SOLVO TANZANIA LTD
(name of business enterprise) apply for registration of CERTIFICATE OF INCENTIVES
under Section 17 of the Act and Part IV of the Investment Regulations, 2002.

2. The registered office of the company will be situated at Plot 2/1, KURASINI INDUSTRIAL AREA, Box 7043, DSM

Copies of the following documents are attached to this application:

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

3. The Head Office of the Company will be situated at Plot 2/1, KURASINI INDUSTRIAL AREA

4. The Principal Officers of the Company are TONY JOSEPH A LOUITY
BERNARD AWA
PETER WILSON

5. Auditors of the Company are ERNST & YOUNG

6. The authorized share capital of the Company is Tshs./US\$ 1,000,000/-



TANZANIA INVESTMENT CENTRE

REGISTRATION FORM

FOR

CERTIFICATE OF INCENTIVES

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

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

(Please fill the form in duplicate)

TICC/PP.10/042196/39

19/11/2013

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042196**

M/S Solvochem Tanzania Limited is a TIC registered company with certificate of incentives **No. 042196** which is valid up to **June 2014**

The company has been registered with objectives of establishing a project to manufacture Petrochemical Products.

Attached herewith please find a list of Capital/ Deemed Capital Goods for Duty and VAT remissions approval.

Yours sincerely

TANZANIA INVESTMENT CENTRE


N.A. Senzia

FOR: EXECUTIVE DIRECTOR

TICC/PP.10/042196/41

11/12/2013

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042196**

M/S Solvochem Tanzania Limited is a TIC registered company with certificate of incentives **No. 042196** which is valid up to **June 2014**

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Attached herewith please find a list of Capital/ Deemed Capital Goods for Duty and VAT remissions approval.

Yours sincerely

TANZANIA INVESTMENT CENTRE


N.A. Senzia

FOR: EXECUTIVE DIRECTOR

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

1.	Shareholders	Nationality	Shareholding (%)
	Tony Joseph Flouty	United Kingdom	50
	Solvochem Holdings Ltd.	United Kingdom	50

2. Proposed Activities : **To establish a project to manufacture Petrochemical Pr**

3. Sector: **Manufacturing** Subsector **Petrochemical blending**

4. Investment cost: Foreign **USD 8m.** Local **-** Total **USD 8m.**

5. Project Financing:
Equity **USD 3m.** Loans **USD 5m.** Total **USD 8m.**

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

7. Assets to be invested:

Capital items:	Foreign	Local	Total
	USD 8m.	-	USD 8m.

8. Technology Agreement **None**

9. Date of TIC Registration: **9th July 2010**

10. Implementation period **July 2010 - June 2014**

11. Operative date **July 2014**

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

(i) Applicable Import Duty **And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997**

(ii) Applicable with-holding Tax **As per Income Tax Act, 2004 (as amended)**

(iii) Eligibility of Capital Allowances **As per Income Tax act, 2004 (as amended)**

13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Tanzania Investment Act, 1997

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 Dire



Nº 00219761

5/6/2013

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

THIS CERTIFICATE REPLACE/
EXTENDS THE PREVIOUS ONE
NO. 042196
5/3/2012

AMENDMENT ON SECTIONS 10&11
HAVE BEEN EFFECTED

ISSUED ON No: 042196

This is to certify that

SOLVOCHEM TANZANIA LIMITED

of address

P.O. BOX 110211

DAR ES SALAAM

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

SOLVOCHEM TANZANIA LIMITED

Which is located at

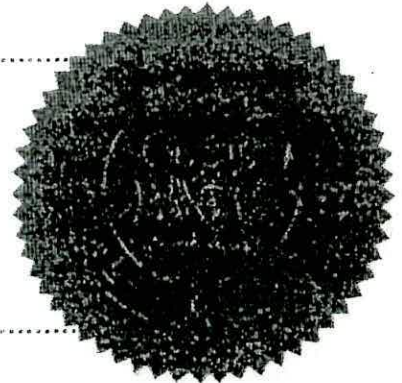
MTWARA PORT

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 30TH MAY 2013



CTIN: 0966630

ISO 9001:2000 Certif



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

SOLVOCHEM TANZANIA LIMITED

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

108-785-276

with effect from 03-09-2009

SOLVOCHEM TANZANIA LIMITED


P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

SOLVOCHEM TANZANIA LTD

MTWARA LIQUID BULK TERMINAL PROJECT

Sr. No.	ITEM'S NAME	QTY	Unit
1	Foam Bladder Tanks 1000 Gallon	2	Pcs
2	Foam Proportioner 6" ILBP (150NB)	2	Pcs
3	Fire Hose Reel Cabinet	2	Pcs
4	Compressor	1	Pcs
5	Drum Filling machine	1	Pcs
6	Emergency Shower	3	Pcs
7	Foam cabinet-self standing	2	Pcs

42

5th February 2014

Commissioner for Customs & Excise

Tanzania Revenue Authority

P.O.BOX 9053

Dar es Salaam

Ufs

Executive Director

Tanzania Investment Centre

P.O.BOX 938



Dar e salaam

Re: **DUTY/VAT EXEMPTION ON THE CAPITAL/DEEMED CAPITAL GOODS – CERTIFICATE OF INCENTIVES**

NO. 042196

We acknowledge receipt of exemption letter vide ref no. TRA/CE/C/P.20/8/3613 of 26th November, 2013 regarding above captioned subject.

We are now submitting additional materials for Solvochem Tanzania project.

Thanking you.

Yours Sincerely


John Dorty

Logistic & Documentation Manager



Tanzania Office:

Plot 8,
Chaza Lane, Oysterbay
P.O. Box 10747
Dar es Salaam
Tanzania
T: +255 22 2664791/2/3
E: Tanzania@solvochem.com

TICC/PP.10/042196/43

12/02/2014

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042196**

M/S Solvochem Tanzania Limited is a TIC registered company with certificate of incentives **No. 042196** which is valid up to **June 2014**

The company has been registered with objectives of establishing a project to manufacture Petrochemical Products.

Attached herewith please find a list of Capital/ Deemed Capital Goods for Duty and VAT remissions approval.

Yours sincerely

TANZANIA INVESTMENT CENTRE


N.A. Senzia

FOR: EXECUTIVE DIRECTOR

105a	M22 stud bolt	Set	84
	Socket, threads BPS		
106	1/2"	Pcs	35
	U-Bolts for Pipes with 4 no nuts and 2 washer		
107	10"	Set	80
108	6"	set	450
109	4"	set	100
110	3"	set	950
111	1"	set	200
112	2-1/2"	set	120
113	3/4"	set	200
114	3"		150
115	Meter for product with display and printer	no	7
116	Drum filling Machine 50 DR/HRS	no	1
117	Flexible connecting hoses 4"-6mtr./Flanged	no	7
118	Flexible connecting hoses 6"-6mtr./Flanged	no	5
119	Bitutape for wrapping pipes 150mm*15mtr/rolls	roll	1000
120	Bitutape for wrapping pipes 100mm*15mtr/rolls	roll	400
121	Solvent primer for Bitutape / LTR	ltr	1000
122	Pressure indicators	no	25
123	Loading arms for product	set	6
124	Electric product pumps min 800ltr /min	set	7
125	Fire Hydrants	no	12
126	Foam Trolley	no	4
127	Foam Extinguisher	no	4
128	Dry Powder Extinguisher	no	6
129	Water Extinguisher	no	1
130	Carbondioxide extingisher	no	8
131	Fire Hose Cabinet	no	13
132	Delivery hose 30mtr	no	26
133	Nozzle for the hoses	no	26
134	Sand bucket Galvanized 20 kg.	no	10
135	Vetleral bladder	no	8
136	Pressure foam proportional	no	8
137	Fire electric pump 500cm/hr	no	2
138	Diesel Fire pump 500 cm/hr	no	1
139	Jockey pump electr.	no	1

option skid

option skid

option skid



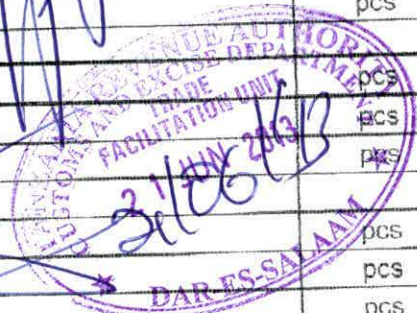
69	4"	Pcs	13
	PRV, flanged		
70	1/2"	Pcs	5
71	2"	Pcs	3
72	3/4"	Pcs	10
73	4"	Pcs	2
74	Pressure gauge set	Pcs	5
	Reducer concentric, weld ends		
75	4"x1"	Pcs	7
76	4"x1-1/4"	Pcs	3
77	4"x2"	Pcs	5
78	6"x4"	Pcs	28
	Reducer concentric, thread ends		
79	1"x3/4"	Pcs	40
80	1-1/4"x1"	Pcs	10
81	2"x3/4"	Pcs	40
82	2"x1"	Pcs	24
83	3"x3/4"	Pcs	35
84	3"x2"	Pcs	18
	Socket, threaded BPS		
85	3/4"	Pcs	340
	Sprinkler, NH550		
86	3/4"	Pcs	190
	Sprinkler for Tanks, NC12		
87	3/4"	Pcs	126
	Tee equal sch40, threaded		
88	3/4"	Pcs	110
89	1"	Pcs	13
90	1-1/4"	Pcs	5
	Tee reducing sch40, weld ends		
91	8"x6"	Pcs	5
	Union, threaded		
92	1"	Pcs	15
93	2"	Pcs	8
94	3"	Pcs	5
95	4"	Pcs	5
	Y-Strainer		
95a	10"	Pcs	2
96	8"	Pcs	1
97	6"	Pcs	12
98	3"	Pcs	7
	Studs Bolt and 2 no. Nuts with washer		
99	M12x45 -1/2"	set	70
100	M12*50 -1/2"	set	850
101	M12x55 -1/2"	set	520
102	M16*75 -5/8"	set	2300
103	M16x65- 5/8"	set	150
104	M20x90 -3/4"	Set	2240
105	M20x100- 3/4"	set	154



	Fire hydrant valve NDR 108 flanged inlet		
33	2-1/2"	Pcs	24
	deluge valve		
34	2"	Pcs	4
35	3"	Pcs	1
36	4"	Pcs	2
	elbow 90deg sch 40		
37	3/4" threaded	Pcs	225
38	1" threaded	Pcs	50
39	1-1/4" threaded	Pcs	10
40	2" threaded	Pcs	20
41	8" weld end	Pcs	10
	flange blind #150 A105		
42	8"	Pcs	2
	flange SORF #150 A105		
43	2"	Pcs	20
44	2-1/2"	Pcs	28
45	4"	Pcs	45
46	8"	Pcs	10
	flange WNRF #150 A105		
47	1-1/4"	Pcs	5
	bottom foam injector(Pourer)		
48	3"	set	10
	Gasket Flat as per ASME B16.21		
49	1-1/4"	Pcs	10
50	2"	Pcs	30
51	2 1/2"	Pcs	30
52	8"	Pcs	15
	gate valve, flanged		
53	1/2"	Pcs	7
54	1"	Pcs	10
55	2"	Pcs	10
56	3"	Pcs	78
57	3/4"	Pcs	70
58	4"	Pcs	12
58a	6"	Pcs	56
59	8"	Pcs	2
	gate valve, weld ends		
60	1"	Pcs	10
	non return valve		
61	1"	Pcs	10
62	3/4"	Pcs	10
63	3"	Pcs	16
64	4"	Pcs	3
65	6"	Pcs	15
	Pipe CS Seamless A106 Gr. B APL 5 sch 40		
66	1-1/4"	Mtr	30
67	2-1/2"	Mtr	12
68	8"	Mtr	42
	Pipe cap		



Sr.No	Item Description	Unit	QTY
	CS Seamless pipe A106 Gr. B APL 5 sch 40		
1	3/4"	m	550
2	2"	m	12
3	3"	m	720
	Elbow 90Deg LR sch 40		
4	3"	pcs	60
	Elbow 45Deg LR sch 40		
5	3"	pcs	5
6	6'	pcs	5
	SORF #150 A105		
7	1"	pcs	10
8	3"	pcs	30
9	6"	pcs	100
	Flanges WNRF 150# A105		
10	3"	pcs	10
	Flanges socket weld #150		
11	3/4"	pcs	80
	Conc Reducer Sch 40		
12	6x3"	pcs	30
13	4x3"	pcs	10
	Ecc Reducer Sch 40		
14	4x3"	pcs	30
15	6x3"	pcs	5
16	10x6"	pcs	2
	Equal Tee sch 40		
17	2"	pcs	40
18	3"	pcs	60
19	4"	pcs	12
20	6"	pcs	55
	Red. Tee sch 40		
21	6x3	pcs	2
22	Hex plug 1"	pcs	10
23	weldolet 3/4" ASTM A105 sch 40	pcs	55
24	weldolet 1" ASTM A105 sch 40	pcs	5
	Flat Gaskets as per ASME B16.21		
25	1/2" x 150#, 3mm Thk- RF, Smith U max	Pcs	10
26	3/4" x 150#, 3mm Thk- RF, Smith U max	Pcs	35
27	2-1/2" x 150#, 3mm Thk- RF, Smith U max	Pcs	20
28	6" x 150#, 3mm Thk- RF, Smith U max	Pcs	40
	ball valve flanged		
29	1/2"	Pcs	16
30	3/4"	Pcs	1
31	1"	Pcs	16
32	1-1/4"		1



 21/06/13
 DAR-ES-SALAAM

ARCHITECTS AND QUANTITY SURVEYORS
 Equi-SERVE LIMITED
 QPL 66-109.11/09
 Sign: 
 REGISTRATION BOARD
 TANZANIA



TANZANIA REVENUE AUTHORITY

TRA/CE/C/P20/8/3238

21th June, 2013

Managing Director,
Solvochem T Ltd,
P. O. Box 110211,
Dar es Salaam

Dear Sir,

**RE: DUTY/VAT EXEMPTION ON CAPITAL/DEEMED CAPITAL GOODS-
CERTIFICATE OF INCENTIVES NO. 042196 OF 30.05.2013 AND TIN
NO 108-789-276**

We are writing in response to your letter dated 11th June, 2013, supported by a letter Ref. TICC/PP.10/042196/20 of 17.06.2013 from Tanzania Investment Centre regarding the captioned subject.

We hereby approve additional material as per **four pages list** herewith attached as capital/deemed capital goods for establishment and operation of your project with certificate of incentives mentioned above. You are also advised to take note that locally available items are to be procured locally.

The approved items will be subject to 0% import duty and VAT relief under the 3rd Schedule to the VAT Act, Cap 148. You will however be requested to complete VAT forms 224 and submit the same to the undersigned for approval before clearance through customs.

Sincerely yours,


Novat Kaboigora

For: COMMISSIONER FOR CUSTOMS AND EXCISE

AT/-

c.c. Manager – Tax Exemptions

c.c. Regional Manager TRA – Mtwara ~~and Hala~~

✓ c.c. Executive Director, Tanzania Investment Centre, DSM

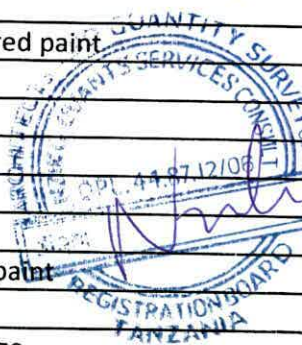
ISO 9001 : 2008 Certified

CUSTOMS & EXCISE DEPARTMENT

Sokoine Drive, P.O. Box 9053, Dar es Salaam, Tanzania

Tel: +255-22-2117765, or 255-22-2127783/4/6/8 Fax: +255 22 2138878/2135193

97	kick plate dia 11 mtrs	kg	90	Tank Fabri material	108 785 276
98	hand rails 11 mtrs tank	kg	50	Tank Fabri material	108 785 276
99	mid rails 11mtrs tank	kg	80	Tank Fabri material	108 785 276
100	stringers	kg	40	Tank Fabri material	108 785 276
101	up right	kg	76	Tank Fabri material	108 785 276
102	landings	kg	20	Tank Fabri material	108 785 276
103	walkways with handrails	kg	16	Tank Fabri material	108 785 276
104	hand rails 8mtrs	kg	50	Tank Fabri material	108 785 276
105	bottom plate 8 dia	kg	40	Tank Fabri material	108 785 276
106	roof plate for 8 dia	kg	40	Tank Fabri material	108 785 276
107	channel fitting for tanks 11 dia	kg	50	Tank Fabri material	108 785 276
108	channel fitting for tanks 8 dia	kg	50	Tank Fabri material	108 785 276
109	vertical ladders	kg	10	Tank Fabri material	108 785 276
110	bitumen	kg	65	Tank Fabri material	108 785 276
111	tank guard storage red paint	20ltr	200	Tank Fabri material	108 785 276
112	thinner no 23	20ltr	50	Tank Fabri material	108 785 276
113	thinner no 17	20ltr	21	Tank Fabri material	108 785 276
114	standard thinner	5ltr	18	Tank Fabri material	108 785 276
115	red oxide paint	4ltr	50	Tank Fabri material	108 785 276
116	hard top AS yellow	20ltr	13	Tank Fabri material	108 785 276
117	colos coat bitumen paint	20ltr	22	Tank Fabri material	108 785 276
118	penguard top coat	20ltr	50	Tank Fabri material	108 785 276
119	Angle Iron various size	kg	120	Tank Fabri material	108 785 276
120	shell plates various size	kg	300	Tank Fabri material	108 785 276
121	Insert plates various size	kg	120	Tank Fabri material	108 785 276
122	curb angles dia 11mtrs	kg	70	Tank Fabri material	108 785 276
123	curb angles dia 8mtrs	kg	70	Tank Fabri material	108 785 276
124	Bottom plate 11 dia	kg	70	Tank Fabri material	108 785 276
125	Roof plate for 11 dia	kg	70	Tank Fabri material	108 785 276
126	botton plate 8 dia various size	kg	50	Tank Fabri material	108 785 276
127	roof plate for 8 dia	kg	30	Tank Fabri material	108 785 276
128	jotamastic 87 alluminium paint	20ltr	30	Tank Fabri material	108 785 276



46	Adjustable spanner 12" long	set	2	Tank Fabri material	108 785 276
47	Measuring tape(steel casing) 3mtrs long	pcs	4	Tank Fabri material	108 785 276
48	measuring tape(steel casing) 15mtrs long	pcs	15	Tank Fabri material	108 785 276
49	measuring tape(steel casing) 30mtrs long	pcs	9	Tank Fabri material	108 785 276
50	bench vice size 6"	pcs	4	Tank Fabri material	108 785 276
51	ballpien hammer 3lb	pcs	3	Tank Fabri material	108 785 276
52	Spirit level 9" long	pcs	20	Tank Fabri material	108 785 276
53	Spirit level 12" long	pcs	5	Tank Fabri material	108 785 276
54	Spirit level 1m	pcs	5	Tank Fabri material	108 785 276
55	SS scale 12" long	pcs	4	Tank Fabri material	108 785 276
56	SS scale 1mtr long	pcs	4	Tank Fabri material	108 785 276
57	Gasket cutting scisors	pcs	3	Tank Fabri material	108 785 276
58	Gas cutting hose pipe red blue or black	pcs	4	Tank Fabri material	108 785 276
59	Gas cutting torch	pcs	5	Tank Fabri material	108 785 276
60	Oxygen regulator	pcs	7	Tank Fabri material	108 785 276
61	Aceytlene regulator	pcs	7	Tank Fabri material	108 785 276
62	Gas lighters	pcs	7	Tank Fabri material	108 785 276
63	welding electrodes 7018 3.25mm	kg	3000	Tank Fabri material	108 785 276
64	welding electrodes 7018 4mm	kg	200	Tank Fabri material	108 785 276
65	welding electrode 7018 2.5mm	kg	2500	Tank Fabri material	108 785 276
66	welding electrode 6013 3.25mm	kg	400	Tank Fabri material	108 785 276
67	welding elecrode 7024 5mm	kg	900	Tank Fabri material	108 785 276
68	welding elecrode 6010 2.5mm	kg	200	Tank Fabri material	108 785 276
69	helmet	no	65	Tank Fabri material	108 785 276
70	overails nylon	no	90	Tank Fabri material	108 785 276
71	overails cotton	no	48	Tank Fabri material	108 785 276
72	safety shoes	no	70	Tank Fabri material	108 785 276
73	welding gloves	no	50	Tank Fabri material	108 785 276
74	short hand gloves	no	420	Tank Fabri material	108 785 276
75	safety glasses	no	130	Tank Fabri material	108 785 276
76	grinding mask	no	18	Tank Fabri material	108 785 276
77	grinding goggles	no	35	Tank Fabri material	108 785 276
78	welding shield	no	20	Tank Fabri material	108 785 276
80	dark welding glass	no	65	Tank Fabri material	108 785 276
81	clear welding glass	no	128	Tank Fabri material	108 785 276
82	leather apron	no	27	Tank Fabri material	108 785 276
83	leather boot covers	no	27	Tank Fabri material	108 785 276
84	Blastrite B90 grit	kg	45000	Tank Fabri material	108 785 276
85	rafters	kg	200	Tank Fabri material	108 785 276
86	bracing	kg	30	Tank Fabri material	108 785 276
87	beam attatchment cleats	kg	200	Tank Fabri material	108 785 276
88	shell attatchment cleats	kg	200	Tank Fabri material	108 785 276
89	compression rings	kg	20	Tank Fabri material	108 785 276
90	sump	kg	22	Tank Fabri material	108 785 276
91	shell manhole with cover	kg	22	Tank Fabri material	108 785 276
92	roof manhole with cover	kg	22	Tank Fabri material	108 785 276
93	reinforcing plate roof	kg	22	Tank Fabri material	108 785 276
94	reinforcing plate plate shell	kg	22	Tank Fabri material	108 785 276
95	stairs	kg	400	Tank Fabri material	108 785 276
96	stairs support	kg	158	Tank Fabri material	108 785 276



SOLVOCHEM TANZANIA LIMITED
MTWAD BULK TERMINAL TERMINAL-TANZANIA
LIST FOR PROCUREMENT OF MATERIALS

Item	Description	Unit	Quantity	Item Group	TIN
1	Water tube	m	40	Tank Fabri material	108 785 276
2	Continuity testers	pcs	3	Tank Fabri material	108 785 276
3	Canvas (fire retardent)	m	150	Tank Fabri material	108 785 276
	Sisal robe	m	150	Tank Fabri material	108 785 276
4	Hand drill	pcs	3	Tank Fabri material	108 785 276
5	Drill bit set 3-12mm	set	3	Tank Fabri material	108 785 276
6	Tarimbo	no	3	Tank Fabri material	108 785 276
7	Cutting nozzles	pcs	50	Tank Fabri material	108 785 276
8	Marking pencil	box	6	Tank Fabri material	108 785 276
9	Marking chalk	box	15	Tank Fabri material	108 785 276
10	Grinding disk 9" size	pcs	1000	Tank Fabri material	108 785 276
11	Cutting disk 9'size	pcs	400	Tank Fabri material	108 785 276
12	Electrical tape	pcs	25	Tank Fabri material	108 785 276
13	Grinding disk 4.5'size	pcs	400	Tank Fabri material	108 785 276
14	Cutting disk 4.5"	pcs	250	Tank Fabri material	108 785 276
15	Wire brush	pcs	50	Tank Fabri material	108 785 276
16	Hose clips 3/8'& 1/2	pcs	30	Tank Fabri material	108 785 276
17	Camba line	roll	15	Tank Fabri material	108 785 276
18	chalk line	roll	4	Tank Fabri material	108 785 276
19	Power brush 7"	pcs	200	Tank Fabri material	108 785 276
20	Hard broom	pcs	10	Tank Fabri material	108 785 276
21	Soft broom	pcs	10	Tank Fabri material	108 785 276
22	Rubber broom	pcs	4	Tank Fabri material	108 785 276
23	Cotton rags	bags	4	Tank Fabri material	108 785 276
24	chalnlink 2m high	roll	10	Tank Fabri material	108 785 276
25	Fencing wire	roll	4	Tank Fabri material	108 785 276
26	Binding wire	mtrs	2000	Tank Fabri material	108 785 276
27	Masking tape	roll	150	Tank Fabri material	108 785 276
28	16A male sockets	pcs	20	Tank Fabri material	108 785 276
29	16A female sockets	pcs	20	Tank Fabri material	108 785 276
30	32A M socket	pcs	20	Tank Fabri material	108 785 276
31	32A F socket	pcs	20	Tank Fabri material	108 785 276
32	welding rod holder	pcs	50	Tank Fabri material	108 785 276
33	12 ib hammer	pcs	4	Tank Fabri material	108 785 276
34	Earthing clamps	pcs	30	Tank Fabri material	108 785 276
35	Right angle 6'long	pcs	10	Tank Fabri material	108 785 276
36	Right angle 12"	pcs	4	Tank Fabri material	108 785 276
37	Centre pinch 4" long	pcs	4	Tank Fabri material	108 785 276
38	Divider 6" long	pcs	4	Tank Fabri material	108 785 276
39	Divider 12" long	pcs	9	Tank Fabri material	108 785 276
40	screw Driver 6" long flat	pcs	5	Tank Fabri material	108 785 276
41	screw driver 12" long flat	pcs	4	Tank Fabri material	108 785 276
42	Screw driver 6" long star	pcs	4	Tank Fabri material	108 785 276
43	Screw driver 12" long star	pcs	4	Tank Fabri material	108 785 276
44	Fixeed spanner set from 6 to 32mm	set	4	Tank Fabri material	108 785 276
45	Ring spanner set from 6 to 32mm	set	2	Tank Fabri material	108 785 276





TANZANIA REVENUE AUTHORITY

TRA/CE/C/P.20/08/2622

24th October, 2012

Managing Director,
M/s Solvochem Tanzania.Ltd.
P.O.BOX 110211
DAR ES SALAAM.

**RE: DUTY/VAT EXMPTION ON CAPITAL/DEEMED CAPITAL GOODS
CERTIFICATE OF INCENTIVES NO.042196 OF 5.3.2012 TIN:
108785276**

We are writing in response to your letter dated 12th October, 2012 supported by the letter Ref. TICC/PP.10/042196/13 of 12th October, 2012 from Tanzania Investment Centre, regarding the captioned subject.

We hereby confirm and approve items as per three pages list herewith attached as capital/deemed capital goods for establishment and facilitation of your project with certificate of incentives mentioned above. You are also advised to take note of the deleted items which are not eligible for exemption under the project

The approved goods will be assessable at 0% Import Duty and VAT relieved. Please complete VAT form 224 and submit for approval to the Commissioner for Domestic Revenue for local purchases and the Commissioner for Customs and Excise for importations.

Sincerely yours,

Godfrey Kitundu

FOR: COMMISSIONER FOR CUSTOMS AND EXCISE.

GF/

C:C: Manager – Customs Service Centre

C.C: Manager Tax Exemption,

C.C: Manager- TRA Mtwara,

C.C: Executive Director,

Tanzania Investment Centre,
DSM.

ISO 9001 : 2008 Certified

CUSTOMS & EXCISE DEPARTMENT

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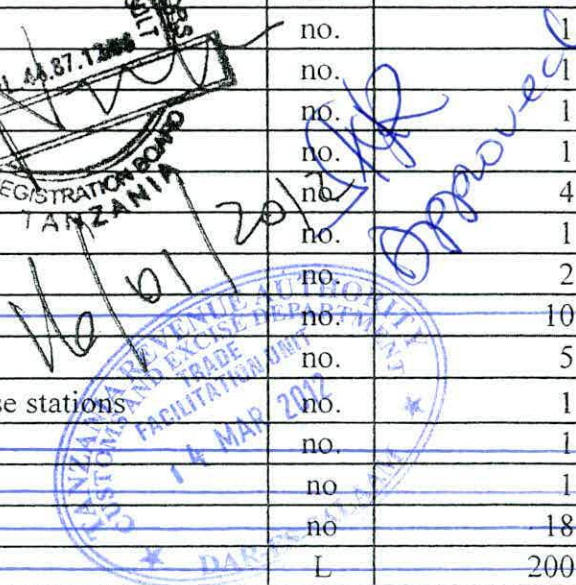
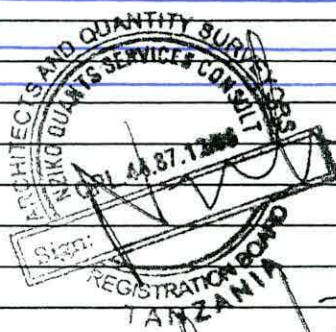
339	Battery for equipment or plant	no	24
340	Tyres for Trucks, loader, dumper etc	no	40
341	Lubricant oil	L	600
342	Electric welding rod	kg	2,000
343	Solid lubricant	Kg	50
344	Formwork oil	L	7,000
345	Oxygen	M3	2,433
346	Acetylene	M3	2,433
347	Worker protection gears	lot	1,500

Not approved



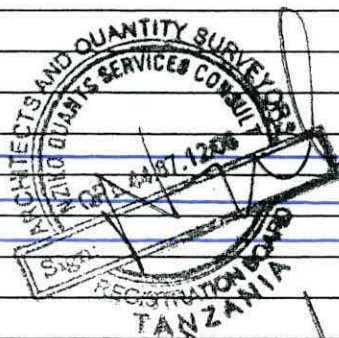
16/01/2012

296	Tipper lorry	no.	1
297	Concrete Batching Plant	set	1
298	Concrete Mixer 0.4M ³	no.	2
299	Lorry Mixer	no.	1
300	Sheep foot Roller	no.	1
301	Smooth wheeled roller	no.	1
302	Trailing concrete Pump	no.	1
303	Immersion or flat-plate Vibrator	no.	1
304	Concrete Pokers	no.	2
305	Water pumps	no.	2
306	Wheel Loader	no.	1
307	Reinforcing Steel Cutter	no.	1
308	Reinforcement bending machine	no.	1
309	Welding Machine	no.	1
310	Radial saw	no.	1
311	Multi functionla woodworking planer	no.	1
312	Portable electric plane	no.	1
313	Air Compressor	no.	1
314	Lathe	no.	1
315	Multifunctional Drill Press	no.	1
316	Fuel pumps machines	no.	1
316	Water level gauging equipment	no.	1
317	Accessory of Surveying Instrument	no.	1
318	Repairing Mobile Machinery Shop	lot.	1
319	Interphone	no.	1
320	Land cruser hard top	no.	1
321	4WD Nssan hardbody	no.	1
322	Vehicle (D/cab pickups),	no.	1
323	Vehicle (Prado),	no.	1
324	Vehicle S/cab pickups),	no.	1
325	Vehicle (4ton lorry),	no.	1
326	Vehicle (7ton lorry),	no.	1
327	Vehicle (15ton lorry),	no.	1
328	Water tanker	no.	4
329	Portable powersaw	no.	1
330	Automatic telephone sets	no.	2
331	Mobile phones	no.	10
332	Water tanks	no.	5
333	Radio commuinction Equipment and two base stations	no.	1
334	Vehicle mounted mobile receivers	no.	1
335	Boat (for carring materials and staff	no.	1
336	Hand held stations	no.	18
337	Hydrqautlic pressure	L	200
338	Filters	no.	24



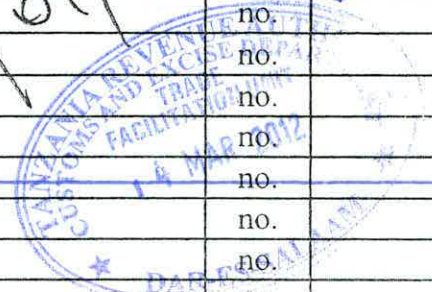
Approved

253	25mm2 amoured cable	m	300
254	185mm2 amoured cable	m	300
255	1.5mm2 - single red	roll	50
256	1.5mm2 - single black	roll	50
257	1.5mm2 - single green	roll	50
258	2.5mm2 - single red	roll	50
259	2.5mm2 -single black	roll	50
260	2.5mm2 - single green	roll	50
261	6mm2 - single red	m	100
262	6mm2 - single black	m	100
263	6mm2 - single green	m	100
264	10mm2 - single red	m	150
265	10mm2 - single black	m	150
266	10mm2 - single green	m	150
267	200mm heavy gauge pvc conduits	no	1,000
268	32mm heavy duty pvc pipes conduits	no	1,000
269	6" heavy duty pvc pipes	no	687
270	Deep petrice swithch box single	no	160
271	Deep petrice swithch box double	no	160
272	Round looping boxes	no	280
273	Round end boxes	no	160
274	Lightening Arrestor inclusive of copper plates, strips and eathing	no	88
275	Glass for glazing work with fitting & accessories	m2	1,200
276	Electrical security fence	set	10
277	CCTV Camera	no	26
278	Alarm potable boxes	no	10
279	Computers	no	16
180	Security system equipment	no	16
281	Security light 1000Watts	no	50
282	Photocopy machine	no	3
283	Fax machine	no	3
284	Printers	no	3
285	Anti - Termite Treatment	m2	1,404
286	Damp-proof membrane	m2	1,404
287	Bulldozer	no.	1
288	Excavator	no.	1
289	Vibrating Roller (10 ton)	no.	1
290	Vibrating Roller (hand vibrating)	no.	1
291	Grader	no.	1
292	JCB 714 Single Axle Dumper (New)	no.	1
293	Air Compressor	no.	1
294	Water Sprinkler Truck	no.	1
295	Wheeled Crane	no.	1

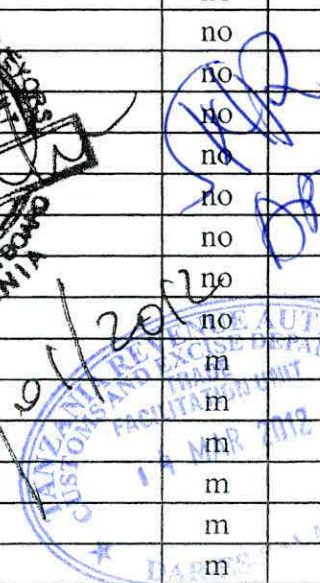
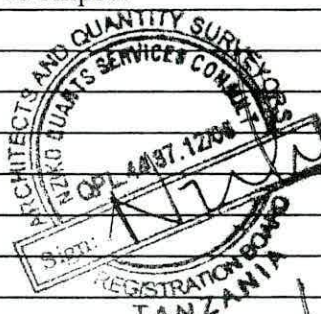


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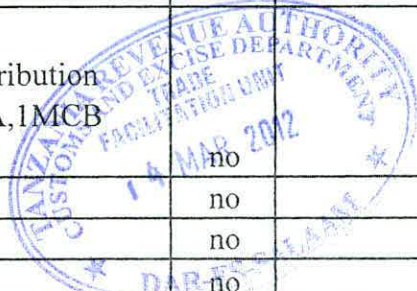
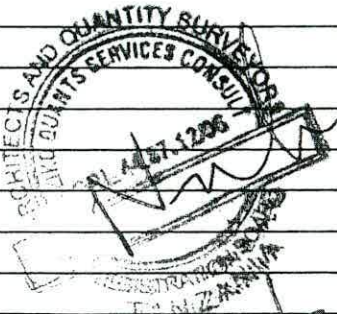
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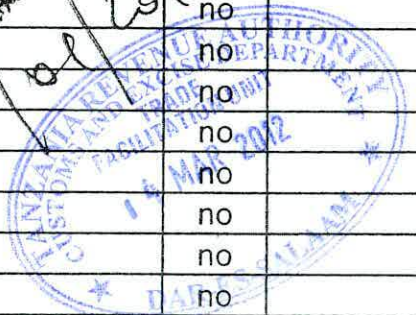
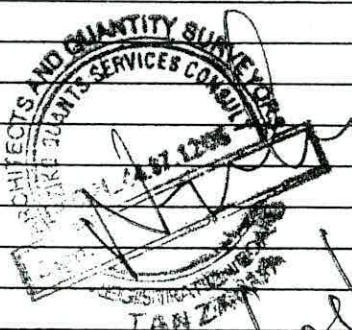
215	100Amp 4way TPN, MCB distribution board including 3Mcb's of 60A (TNP) and ne blanked out for future - Mains	no	3
216	60 AMP 6 way TNP, MCB distribution board including 6 SPN, MCB of 15A, 4SPN of 5A and 4 SPN, MCB of 30A	no	6
217	200 Amp 9way Tpn, Mcb distribution board ncluding 6 number 35A Tpn Mcb's and other blanked out.	no	3
218	300 A, Lv motor control centre including direct online starter, panel with indicator lights for 10 pumps with extra blanked for pump room	no	3
219	60A way Tpn, Mcb distribution board including 1 no. 30A Tpn Mcb, 3 no. 5A Sp and 3 no. 30A Sp Mcb's and other blaned out for warehouse	no	3
220	Halogen street lighting inclusive of poles 200w	no	320
221	70 lcx 15 Kva photocell kit	no	36
223	Stricke detectors	no	250
224	Break glass fire alarm emergency switch	no	120
225	Fire alarm including backup power and bells	no	60
226	Weather proof 500w halogen flood lightng including mounting	no	56
227	Flame proof 200w halogen flood lighting	no	56
228	20Amp double poles switch as thorn - flood light switch	no	12
229	45A cooker unit as thorn	no	3
230	56" 3 blade ceilling fan and regulator as orient	no	16
231	60w screw neck spherical fitting	no	60
232	1 x 1200 flourescent fitting with prismatic diffuser	no	99
233	5A 2way 1 gang switch as chipset	no	25
234	Ditto 2 gang switch as chipset	no	28
235	Ditto 3 gang switch as chipset	no	28
236	White moulded 13A socket outlet as chipset - single	no	30
237	White moulded 15A socket outlet as chipset	no	30
238	White moulded double socket 13A as chipset	no	100
239	Tv Aerial cable outlet as chipset	no	12
240	Data outlet as chipset	no	90
241	70 Inx 15Kva photocell kit	no	12
242	100A cable loop in box	no	30
243	Weather proof bulkhead fitting	no	35
244	1800 BTU splite air conditioner	no	16
245	24000 BTU splite air conditioner	no	16
246	AVS 30Amp solatek surge guard	no	22
247	300mm ² - 4 core Armoured cable	m	300
248	50mm ² - 4 core Armoured cable	m	300
249	10mm ² - 4 core Armoured cable	m	300
250	4mm ² - 2 core Armoured cable	m	500
251	2.5mm ² - 2 core Armoured cable	m	500
252	16mm ² armoured cable	m	300



175	Ø 8" x 90° Tee	no	18
176	Ø 8" Y-Type Strainer	no	18
177	Ø 4" x 90° Bends	no	36
178	Ø 4" x 2 1/2" Tee	no	42
179	Ø 2 1/2" Hydrants	no	58
180	Ø 2 1/2" Hydrant Nozzles	no	58
181	Ø 2 1/2" Hose Coupling	no	18
182	Ø 2 1/2" x 30m Fire Hose	no	74
183	Ø 2 1/2" x 90° Elbows	no	106
184	Ø 2 1/2" Sockets	no	106
185	Ø 2 1/2" x 90° Tee	no	18
186	M20 Hts Bolts, Nuts & Washers	no	1,000
187	M12 Hts Bolts, Nuts & Washers	no	1,000
188	Ø 1/4" Tank Cooling Sprinkler Jets	no	58
189	Ø 1/4" Loading Gantry Sprinkler Jets	no	31
190	Ø 1/4" Nozzle Room Sprinkler Jets	no	28
191	Ø 3/4" Sprinkler Jets	no	78
192	Ø 3/4" Hose Reels	no	28
193	Ø 3/4" Nipples, Gt Vlv & Union	no	28
194	9 Kg CO2 Portable Extinguisher	no	33
195	9 Kg Foam Portable Extinguisher	no	33
196	9 Kg Dry Powder Portable Extinguisher	no	33
197	9 Kg Water Portable Extinguisher	no	33
198	Fire Blankets	no	120
199	Sand Buckets	no	98
200	Electrical Fire Pump	no	20
201	Diesel Fire Pump	no	18
202	Ø 3" GI Pipe Class C	no	1,666
203	Ø 8" x 6" Reducer	no	22
204	Ø3" Foam Pourer	no	42
205	Ø 3" Gate Valves	no	42
206	Ø 3" x45° Bends	no	44
207	Ø 6" x 90° Bend	no	18
208	Ø 6" Deluge Foam System with Alarm	no	12
209	Flame Detector	no	48
210	Foam tank and Related Piping	no	6
211	2500 AMP 4 way tripple pole with neutral MCB distribution board including bus bar, panel, 1MCB (TPN) of 200A, 1MCB (TPN) of 150A and 2 MCB's (TPN) of 100A (DB)	no	3
212	1600 Kva Transformer	no	3
213	Power generator 120kw, 80kw, 30kw, 20kw	no	8
214	Automatics change over switch in panel (2500AMP)	no	2

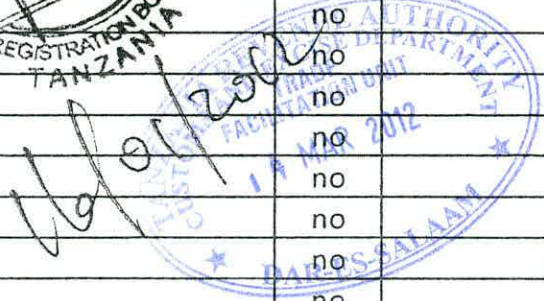
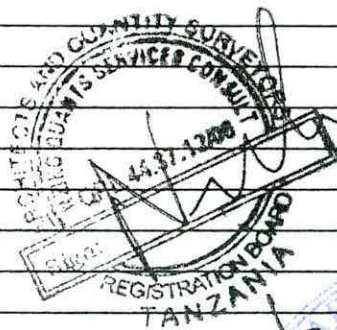


131	Ø 3" Flanges	no	360
132	Ø 3" Aluminium Couplings	no	120
133	M18 Hts Bolts, Nuts & Washers	no	1,500
134	Pressure Indicator	no	60
135	Ø 6" x 3" Reducing Tee	no	18
136	Ø 3" Sockets	no	32
137	Ø 3" Non Return Valve (Foot Vlv)	no	21
138	Ø 2" GI Pipes Class C - Vents	m	316
139	Ø 3" Black Pipes Class C - Sounding	m	82
140	Ø 3" Cap	no	18
141	Ø 2" x 90° Elbows	no	88
142	Ø 2" Sockets	no	298
143	Ø 2" Unions	no	22
144	M16 Hts Bolts, Nuts & Washers	no	1,505
145	Ø 3" x 12m long Flexible Hose	no	118
146	Product Delivery Pumps - Gantry	no	16
147	Slops / Bullets Discharge Pumps	no	12
148	Drum Filling Delivery Pumps	no	12
149	Ø 3" Flanges for Pumps	no	48
150	Ø 3" Aluminium Couplings	no	29
151	Resincoat IT5 roffing sheet	m2	2,380
152	Ø 3" Sched. 40 Pipe	m	232
153	Ø 2" Flanges	no	18
154	Ø 3" x 2" Reducer	no	18
155	Drum Filling Equipment - 100 drums / hr	no	18
156	Wooden Pallets - 1200 x 1200	no	100
157	Ø 3" Top Loading Arms	no	18
158	Ø 3" Y-Type Strainer	no	18
159	Ø 3" Fitting Flow Metres	no	18
160	M14 Hts Bolts, Nuts & Washers	no	1,320
161	Ø 8" Black Pipe Class C	m	232
162	Ø 6" GI Pipe Class C	m	989
163	Ø 4" GI Pipe Class C	m	760
164	Ø 2 1/2" GI Pipe	m	989
165	Ø 3/4" GI Pipe	m	168
166	Ø 2 1/2" Gate Valves	no	26
167	Ø 2 1/2" Flanges	no	20
168	Ø 4" Blind Flanges	no	18
169	Ø 4" Gate Valve	no	18
170	Ø 8" Gate Valve	no	27
171	Ø 8" x 6" Reducing Tee	no	18
172	Ø 6" x 4" Reducing Tee	no	18
173	Ø 8" Flanges (w.o.)	no	22
174	Ø 4" Flanges (w.o.)	no	22

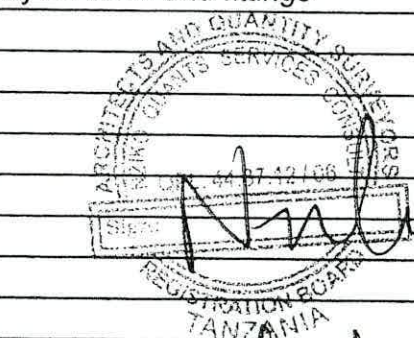


Handwritten signature and the word 'Approve' in blue ink.

88	M 20 Hts Bolts, Nuts & Washers	no	932
89	Pipe Line paint	m ²	4,415
90	Pipe Wrapping materials	m ²	760
91	Ø 3" Schd 40 Line Pipe	m	3,208
92	Ø 3" Gate Valve (w.o.)	no	13
93	Ø 3" Chk Valve (w.o.)	no	16
94	Ø 3" Flanges (w.o.)	no	24
95	Ø 3" x 90° Bends	no	344
96	Ø 3" x 45° Bends	no	188
97	Ø 3" x 30° Bends	no	105
98	Ø 3" Blind Flanges	no	19
99	IT4 Aluminium sheets	m ²	76,790
100	J Bolts	kg	3,000
101	200mm x 500mm gutter in 2mm plate	m	295
102	225mm x 25mm x 4mm fascia board plate	m	330
103	Bitumen	Litres	71,000
104	Earthing Bosses	nr	34
105	8mm thick bottom plates	m ²	2,315
106	10mm thick annular plate	m ²	950
107	6mm thick Shell plate	m ²	19,200
108	Structural steel (staircase)	m	2,690
109	Jotamastic paint (Different Types)	Litres	89,055
110	Pv Valves to specifications	no	82
111	Ø 6" Gate Valve	no	89
112	Ø 6" Chk Valve	no	79
113	Ø 1" Drain	no	56
114	Ø 1" Gate Valve (Threaded)	no	24
115	Ø 6" Globe Valve	no	42
116	Ø 3" Globe Valve	no	18
117	Ø 3" Chk Valve	no	19
118	Ø 1" Gate Valve Flanged	no	22
119	Ø 1" Flanges (w.o.)	no	58
120	Ø 1" Vent	no	18
121	Ø ½" Gate Valve (Threaded)	no	18
122	Ø ½" Pressure Relieve Valve	no	18
123	Ø 10" x 8" Ecc. Reducer	no	20
124	Ø 8" x 6" Ecc. Reducer	no	20
125	Ø 6" x 3" Ecc. Reducer	no	18
126	Ø 6" Y-Type Strainer	no	18
127	Ø 10" Y-Type Strainer	no	18
128	Ø 1" Weldolets	no	20
129	M 14 Hts Bolts, Nuts & Washers	no	120
130	Ø 3" Gate Valve	no	120



44	Marine plywood 12mm	no	1,500
45	Marine plywood 18mm	no	2,000
46	Nails	Ton	5
47	Concrete Nails (various sizes)	Ton	3
48	Lime	Bags	99
49	Tiles grout	Bags	100
50	Gypsum boards (various sizes)	no	220
51	Floor tiles (various sizes)	no	2,000
52	Wall tiles (various sizes)	Rm	900
53	Tiles borders	Rm	250
54	Tiles skirting	Rm	1,000
55	Doors (various Materials)	no	44
56	Door locks	no	44
57	Door hinges	no	88
58	Aluminium or UPVC window	M2	1,420
59	Emulsion paints	Litres	200
60	Wall primer	Litres	200
61	Weatherguard paints	Litres	300
62	Silk vinyl pants	Litres	300
63	Oil paints	Litres	300
64	Sanitary fixtures (various)	no	150
65	Hatch covers	M ²	5,200
66	G.I Pipes (assorted sizes)	m	2,500
67	Roofing sheets	M ²	5,400
68	Bolt and nuts	kg	200
69	scaffold (dia 50mm)	Ton	160
70	fastener to scaffold	no	3,000
71	Roofing tiles	M ²	5,600
72	Ironsheets	M ²	4,500
73	Structural steel (staircase)	m	1,690
74	Pressed steel water tank capacity 30 cu.m and fittings	no	7
75	Ø 6" Schd 40 Line Pipe	m	2,312
76	Ø 6" Gate Valve (w.o.)	no	10
77	Ø 6" Chk Valve (w.o.)	no	10
78	Ø 6" Flanges (w.o.)	no	202
79	0 – 20 Bar Pressure gauge	no	22
80	Ø 6" x 90° Bends	no	89
81	Ø 6" x 45° Bends	no	26
82	Ø 6" x 30° Bends	no	21
83	Ø 6" x 90° Tee	no	29
84	Ø 6" Blind Flanges	no	19
85	Ø 1" x 90° Weldolet - Inspection Pt	no	12
86	Ø 1" Gate Valve - Inspection Pt	no	12
87	3 mm gasket	m ²	99



16/01/2012



Approved

SOLVOCHEM TANZANIA LTD
MTWARA LIQUID BULK TERMINAL, TANZANIA
MASTER LIST FOR PROCUREMENT OF MATERIALS

Item	Description	unit	Quantity
1	Cement	Ton	3,000
2	Aggregate(10-20mm)	M ³	3,500
3	sand	M ³	10,000
4	Treated Timber (various sizes)	M ³	38,000
5	Motor brick 150x200x400	No.	200,000
6	Stones or Hardcore	M ³	100,000
7	Chippings	m3	3,500
8	PVC (various sizes)	Rm	12,000
9	Concrete pipes (various sizes)	m	4,500
10	Wire Mesh (BRC)	M2	3,000
11	Wire Mesh	M2	4,000
12	Binding wire	kg	3,500
13	I Beams (various sizes)	Ton	33
14	Angles (various Sizes)	Ton	33
15	SHS (various Sizes)	Ton	33
16	RHS (various sizes)	Ton	33
17	CHS (various sizes)	Ton	33
18	Z - Purlins	Ton	5
19	Tubes (various sizes)	Nos	3
20	Flat Bars (various sizes)	Ton	5
21	Z-Sections (various sizes)	Ton	3
22	Hexagon Bars (various sizes)	Ton	3
23	Alloy Steel bars (various sizes)	Ton	3
24	Square bars (various sizes)	Ton	5
25	Hot rolled channels (various sizes)	Ton	3
26	Shafting bars (various sizes)	Ton	3
27	Universal columns (various sizes)	Ton	3
28	Mild steel round bars (various sizes)		
29	8 mm	Ton	150
30	10 mm	Ton	150
31	12 mm	Ton	200
32	16 mm	Ton	300
33	20 mm	Ton	300
34	25 mm	Ton	300
35	High Tensile		
36	8 mm	Ton	150
37	10 mm	Ton	200
38	12 mm	Ton	200
39	16 mm	Ton	200
40	20 mm	Ton	350
41	25 mm	Ton	350
42	32 mm	Ton	350
43	Metal Doors and rubber door stopper	no	10



16/01/2012



Approved



TANZANIA REVENUE AUTHORITY

TRA/CE/C/P20/8/2016

14.03.2012

The Managing Director,
Solvochem Tanzania Limited,
P. O. Box 110211,
Dar es Salaam

Dear Sir,

**RE: DUTY/VAT EXEMPTION ON CAPITAL/DEEMED CAPITAL GOODS-
CERTIFICATE OF INCENTIVES NO 042196 OF 05.03.2012**

We are writing in response to your letter dated 07.03.2012 as supported by the letter TICC/PP.10/042196/11 of 07/03/2012 from Tanzania Investment Centre regarding the captioned subject.

We hereby approve and submit Nine -page list of deemed capital goods for facilitation of your project with Certificate of Incentives mentioned above. It should be noted however that, other item in your list could not be approved because are not among allowable items in your project. Please further note that, the vehicles are approved on understanding that are of age less than ten years from the year of manufacture.

The approved goods will be subject to 0% import duty and VAT relief under the 3rd Schedule to the VAT Act, Cap 148. You will however be requested to complete VAT forms 224 and submit the same to the Commissioner for Customs and Excise for all imported items before clearance through customs; For locally procured items the completed VAT form 224 should be submitted to the commissioner for Domestic Revenue.

Sincerely Yours

Godfrey Kitundu

For: Commissioner for Customs and Excise

RS/

c.c. Manager - Customs Service centre,
c.c. Manager – Mtwara,
c.c. Manager – Tax exemption,
✓ c.c. Executive Director,
Tanzania Investment Centre,
P. O. Box 938,
Dar es Salaam,

ISO 9001:2008 Certified
CUSTOMS & EXCISE DEPARTMENT

Sokoine Drive, P.O. Box 9053, Dar es Salaam, Tanzania
Tel: 255-22-2117765 or 255-22-2127783/4/6/8 Fax: 255-22-2138878/2135193

①

11 June 2010

The Director,
Tanzania Investment Centre,
9A & B, Shaaban Robert Street,
Dar Es Salaam



Application for Certificate of Incentive

Dear Sirs,

In respect of our application for the above certificate for our proposal of acquiring land of a minimum of 5 acres plus in Mwtara Port to construct a bulk liquid chemical storage facility, please find attached all relevant documents as requested.

We trust that you may find the proposal pack comprehensive, complete and succinct in it's detail and proposal therein.

We trust that our proposal may be met favourably and look forward to receiving your response at your earliest convenience.

Yours faithfully,

Peter Wilson

General Manager



MINUTE SHEET

Dokezo
No.

1. DIF, folio 9
SOLVOchem Tanzania was issued TIC Certificate NO 060846 dated 1st August 2011 under Commercial Building sector, however the project is not Commercial Building it is manufacturing, particularly petrochemical blending due to the above confession the company has surrendered original TIC Certificate and paid us 750 so that it can get another certificate that will serve the objective of the company, apart from that the company has submitted revised business plan which basically the cost and financing pattern is the same. Due to the above fact, I recommend the certificate to be issued as it has been explained above.

I Submit for further guidance


Innocent ~~Heho~~ Kehus

IFC 29/02/2012

2.

Asy EXD, M

The investor has requested the Centre to amend his certificate of membership to reflect Manufacturing activities instead of Commercial Building which was initially reflected on the certificate of membership.

Since the main activities is that of Blending of Petrochemicals and Commercial Building, I recommend that investors request be granted. The certificate has already been paid. 

29/02/2012

MINUTE SHEET

Dokezo
No.

3.

DIF

I approve as you have recommended, Proceed
with next steps.

~~_____~~

Ag EXD

02/03/12

(4)

Ag EXD ✓

Certificate of Incentives has been amended
to reflect Sector of Manufacturing instead of
that of Construction as per explanation in
M2 and approved in M3

5/03/12



DIF

(5)

Ag EXD ✓

Certificate of Incentives has been amended
as per folio 15 and is hereby submitted for
your signature

3/06/2013



DIF

CTIN.: 0966630

ISO 9001:2000 Certified



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

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

THIS IS TO CERTIFY THAT

SOLVOCHEM TANZANIA LIMITED

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

108-785-276

with effect from

03-09-2009

SOLVOCHEM TANZANIA LIMITED

P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

TICC/PP.10/042196/35

22/08/2013

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042196**

M/S Solvochem Tanzania Limited is a TIC registered company with certificate of incentives **No. 042196** which is valid up to **June 2014**

The company has been registered with objectives of establishing a project to manufacture Petrochemical Products.

Attached herewith please find a list of Capital/ Deemed Capital Goods for Duty and VAT remissions approval.

Yours sincerely

TANZANIA INVESTMENT CENTRE


N.A. Senzia

FOR: EXECUTIVE DIRECTOR

TICC/PP.10/042196/37

18/10/2013

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042196**

M/S Solvochem Tanzania Limited is a TIC registered company with certificate of incentives **No. 042196** which is valid up to **June 2014**

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Attached herewith please find a list of Capital/ Deemed Capital Goods for Duty and VAT remissions approval.

Yours sincerely

TANZANIA INVESTMENT CENTRE


N.A. Senzia

FOR: EXECUTIVE DIRECTOR

122	Fire Fighting pump Set (As per below specification) (2 ELECTRIC + 1 DIESEL + 1 JOCKEY) MAIN PUMP DUTY : 250 GPM @ 10 BAR JOCKEY PUMP DUTY : 50 GPM @ 10 BAR a) ENGINEERING PACKAGE: HORIZONTAL SPLIT CASE TYPE CENTRIFUGAL MAIN PUMP aa) FLEXIBLY COUPLED TO ELECTRIC MOTOR HORIZONTAL SPLIT CASE TYPE CENTRIFUGAL DIESEL PUMP ab) FLEXIBLY COUPLED TO DIESEL ENGINE VERTICAL MULTISTAGE CENTRIFUGAL PUMP ac) CLOSED COUPLED TO ELECTRIC MOTOR b) PUMP MODEL: ba) NAFFCO 150-100-310, CI- RATING, BRZ-IMPELLER, SHAFT / NAFFCO bb) NAFFCO 150-J00-310, CI- CASING, BRZ IMPELLER SHAFT / NAFFCO bc) JVS 16-80. SS-CHAMBER, SS-IMPELLER. SS SHAFT / JOSLYN PUMPS c) MOTOR/ ENGINE/ MAKE: ca) 132KW, 3PH, 380/415V, 50Hz, 2900RPM, NATIONAL MOTORS cb) FD-RW6T207, 155KW, 2900RPM 24V BATTERY, WATER COOLED/ FIREDRIVER cc) 7.5 KW. 3PH 380/415V 50Hz. 2900RPM d) PRESSURE VESSEL / MAKE: 300 LITERS / SHIELD e) PARTS: 3Nos. NAFFCO MAKE STANDARD CONTROL PANEL (2 ELECTRIC + 1 DIESEL + 1 JOCKEY). 1 No. FLOAT SWITCH FOR DRY RUN PROTECTION. 1 SET OF ANTI VIBRATION PADS SUPPLIED LOOSE. 1 SET OF INTERCONNECTING MS PIPE WORK WITH VALVES & FITTINGS FLEXIBLE COUPLING ON SUCTION & DISCHARGE. ALL MOUNTED ON INDIVIDUAL BASE FRAME.	1	SET
-----	---	---	-----



81	Union 3000# A 105N NPT 1"	15	PIECE
82	Union 3000# A 105N NPT 2"	10	PIECE
83	Union 3000# A 105N SW 3"	8	PIECE
84	Union 3000# A 105N SW 4"	6	PIECE
85	Y - Strainer 8" 150#	1	PIECE
86	Y - Strainer 3" Flanged RF 150# with stainless steel mesh	6	PIECE
87	M12x45 1/2" Fully threaded stud bolt with two nuts and two washers	40	SET
88	M12x55 1/2" Fully threaded stud bolt with two nuts and two washers	540	SET
89	M16x75 5/8" Fully threaded stud bolt with two nuts and two washers	980	SET
90	M20x90 3/4" Fully threaded stud bolt with two nuts and two washers	1440	SET
91	M20x100 3/4" Fully threaded stud bolt with two nuts and two washers	500	SET
92	U - bolt size 2" with 2 no. nuts and 2 no. washer	340	SET
93	Stud Bolts M22x160MM	98	SET
94	PLUG 1/2" BSPT	130	PIECE
95	PLUG 3/4" 3000# A 105N NPT	100	PIECE
96	PLUG 1/2" 3000# A 105N NPT	20	PIECE
97	THREAD SEAL LOCTITE 572	10	PIECE
98	PRESSURE GUAGE 4" Dial 0-21 bar/PSI x 1/2" connection c/w Steel Syphone O type and Brass gauge cock	15	PIECE
99	Floating Ball Valve 3" Flanged RF 150#	2	PIECE
100	BALL VALVE, S. STEEL #2000PSI, FNPT, 1", APOLLO - USA	3	PIECE
101	BALL VALVE, S. STEEL #1500PSI, FNPT, 1.1/2", APOLLO - USA	4	PIECE
102	BALL VALVE, S. STEEL #1500PSI, FNPT, 1.1/4", APOLLO - USA	3	PIECE
103	Hydrant Valves 2 1/2 inch Oblique Landing Valve flanged NDR 098 Naffco	26	PIECE
104	Foam Bladder Tank 1000 gal (Vertical) NVBT 1000	2	PIECE
105	Foam proportioner 6 inch(150NB) 6" Ratio controller (Foam pressure Proportioner) NFPP 150	2	PIECE
106	Foam Chamber 3" x 6" NFFC-80	10	PIECE
107	Foam Sprinkler Head Foam sprinkler head - open @ air aspirating type , K-42 NH550	195	PIECE
108	Self Standing Foam Cabinet Foam Cabinet, Surface mounted, complete MS; C/w 1 hosereel swing type, 1 no. 1-1/2" x 30mtr synthetic jacket hose, 1 no. control gate valve with foam inductor, 1 no. foam branch pipe with shut off control vlve, 2 no. 20ltr 35 foam containers NFWC/100	4	PIECE
109	Foam Trolley Mobile foam unit NFM 500	2	PIECE
110	Medium Velocity Water spray nozzle 120 deg spray angle SDMVNA	344	PIECE
111	Fire Hose Cabinet Free standing cabinet Mild steel red complete with 2 nos 2 1/2 x30 mt single jacket hose. Al coupling(2nos) branch pipe NF-FB-320 (2 nos) NHC 750	11	PIECE
112	Breeching Cabinet 4 Way breeching Cabinet Solid Door complete with breeching valve model NWR 115 NBC 116	1	PIECE
113	Fire Hose Reel Cabinet single door fire hose reel cabinet surface mounted complete 1 inch x30 mt swinging reel, lock shield valve and PR valve NFH-C-25A	2	PIECE
114	Foam LTS 3% AFFF	12000	LTR
115	Fire Extinguishers CO2 6kg NC6	17	PIECE
116	Fire Extinguishers Foam 9 ltr NF9	2	PIECE
117	Fire Extinguishers Dry powder 6kg NP6	18	PIECE
118	Ball Valves 150 flanged 6 inch	2	PIECE
119	Ball Valves 150 flanged 3 inch	2	PIECE
120	Ball Valves 150 flanged 4 inch	2	PIECE
121	Ball Valves class 150 NPT SS19 2 inch	2	PIECE



46	Gasket 8", 150# 3MM CNAF ASME B 16.21	15	PIECE
47	Floating Ball Valve 6" Flanged RF 150#	2	PIECE
48	ELBOW 90 LR 3/4" NPT 3000# A 105N	200	PIECE
49	ELBOW 90 LR 1" NPT 3000# A 105N	70	PIECE
50	ELBOW 90 LR 1-1/4" NPT 3000# A 105N	10	PIECE
51	ELBOW 90 LR 2" NPT 3000# A 105N	30	PIECE
52	ELBOW 90 LR 2-1/2" NPT 3000# A 105N	1	PIECE
53	Gate Valve 2" Flanged RF - B16.5/ B16.47 150# FB Bolted Cover A216 WSB F6 (13% Cr.) CS + Sllelite 6 FB Bolted Bonnet OS and Y - Rising Stem A216 WCB/F6 HFS NACE - Operator: Hand Wheel	12	PIECE
54	Gate Valve 3" Flanged RF - B16.5/ B16.47 150# FB Bolted Bonnet OS and Y - Rising Stem A216 WCB/F6 HFS NACE - Operator: Hand Wheel	48	PIECE
55	Gate Valve 3/4" Flanged RF - B16.5/ B16.47 150# FB Bolted Bonnet OS and Y Rising Stem A216 WCB F6 (13% Cr.) CS + Sllelite 6 F6 (13% Cr.) Hand Wheel	108	PIECE
56	Gate Valve 4" Flanged RF - B16.5/ B16.47 150# FB Bolted Bonnet OS and Y - Rising Stem A216 WCB/F6 HFS NACE - Operator: Hand Wheel	3	PIECE
57	Gate Valve 8" Flanged RF - B16.5/ B16.47 150# FB Bolted Bonnet OS and Y - Rising Stem A216 WCB/F6 HFS NACE - Operator: Hand Wheel	1	PIECE
58	Piston Check Valve 3/4" Flanged RF 150# A 105N	11	PIECE
59	CAPS 4" Sch 40 BW A234 Gr. WPB	14	PIECE
60	CON. REDUCER 3x1" Sch40 BW A234 Gr. WPB	8	PIECE
61	CON. REDUCER 3x2" Sch40 BW A234 Gr. WPB	16	PIECE
62	CON. REDUCER 4x1" Sch40 BW A234 Gr. WPB	8	PIECE
63	CON. REDUCER 4x1.25" Sch40 BW A234 Gr. WPB	4	PIECE
64	CON. REDUCER 4x2" Sch40 BW A234 Gr. WPB	5	PIECE
65	CON. REDUCER 4x2.5" Sch40 BW A234 Gr. WPB	2	PIECE
66	CON. REDUCER 4x3" Sch40 BW A234 Gr. WPB	26	PIECE
67	CON. REDUCER 6x4" Sch40 BW A234 Gr. WPB	35	PIECE
68	CON. REDUCER 6x3" Sch40 BW A234 Gr. WPB	22	PIECE
69	CON. REDUCER 1x0.75" 3000# A105N NPT	50	PIECE
70	CON. REDUCER 1.25x1" 3000# A105N NPT	10	PIECE
71	CON. REDUCER 2x0.75" 3000# A105N NPT	37	PIECE
72	CON. REDUCER 2x1" 3000# A105N NPT	30	PIECE
73	CON. REDUCER 3x0.75" 3000# A105N NPT Offering red. Coupling	35	PIECE
74	CON. REDUCER 3x2" 3000# A105N NPT	18	PIECE
75	Socket 1/2" BSPT	285	PIECE
76	Socket 3/4" BSPT	40	PIECE
77	TEE EQUAL 3/4" 3000# A 105N NPT	110	PIECE
78	TEE EQUAL 1" 3000# A 105N NPT	12	PIECE
79	TEE EQUAL 1-1/4" 3000# A 105N NPT	4	PIECE
80	TEE EQUAL 2" 3000# A 105N NPT	55	PIECE



SOLVOCHEM TANZANIA LTD
MTWARA LIQID BULK TERMINAL

No	Item Description	Qty	Unit
1	C.S Seamless Pipe 3/4" Sch 40 PE ASTM A 106 Gr. B PSL 1 API5L X42 SRL	584	METER
2	C.S Seamless Pipe 1-1/4" Sch 40 PE ASTM A 106 Gr. B PSL 1 API5L X42 SRL	60	METER
3	C.S Seamless Pipe 1-1/2" Sch 40 PE ASTM A 106 Gr. B PSL 1 API5L X42 SRL	18	METER
4	C.S Seamless Pipe 2-1/2" Sch 40 BE ASTM A 106 Gr. B PSL 1 API5L X42 SRL	60	METER
5	C.S Seamless Pipe 8" Sch 40 BE ASTM A 106 Gr. B PSL 1 API5L X42 SRL	36	METER
6	C.S Seamless Pipe 2" Sch 40 BE ASTM A 106 Gr. B PSL 1 API5L X42 SRL	360	METER
7	C.S Seamless Pipe 3" Sch 40 BE ASTM A 106 Gr. B PSL 1 API5L X42 SRL	834	METER
8	ELBOW 90 LR 3" SCH 40 BW A234 Gr. WPB	224	PIECE
9	ELBOW 90 LR 8" SCH 40 BW A234 Gr. WPB	7	PIECE
10	ELBOW 90 LR 2" SCH 40 BW A234 Gr. WPB	10	PIECE
11	Flange 1" Slip On RF 150# A 105N	24	PIECE
12	Flange 1 -1/2" Slip On RF 150# A 105N	8	PIECE
13	Flange 2" Slip On RF 150# A 105N	108	PIECE
14	Flange 2-1/2" Slip On RF 150# A 105N	50	PIECE
15	Flange 3" Slip On RF 150# A 105N	80	PIECE
16	Flange 6" Slip On RF 150# A 105N	88	PIECE
17	Flange 8" Slip On RF 150# A 105N	6	PIECE
18	Flange 1-1/4" WNRF 150# Sch 40 A 105N	14	PIECE
19	Flange 2" WNRF 150# Sch 40 A 105N	20	PIECE
20	Flange 2-1/2" WNRF 150# Sch 40 A 105N	20	PIECE
21	Flange 3" WNRF 150# Sch 40 A 105N	66	PIECE
22	Flange 6" WNRF 150# Sch 40 A 105N	6	PIECE
23	Flange 3" Weld neck PN 16	6	PIECE
24	Flange 2-1/2" WNRF PN 16	6	PIECE
25	Flange 3/4" SW RF Sch40/STD 150# A 105N	178	PIECE
26	Flange 3/4" Blind RF 150# A 105N	26	PIECE
27	Flange 2" Blind RF 150# A 105N	31	PIECE
28	CON. REDUCER 3x2.5" Sch40 BW A234 Gr. WPB	7	PIECE
29	ECC. REDUCER 6x4" Sch40 BW A234 Gr. WPB	7	PIECE
30	ECC. REDUCER 4x3" Sch40 BW A234 Gr. WPB	36	PIECE
31	ECC. REDUCER 6x3" Sch40 BW A234 Gr. WPB	5	PIECE
32	Tee EQUAL 3" Sch40 BW A234 Gr. WPB	75	PIECE
33	Tee EQUAL 4" Sch40 BW A234 Gr. WPB	10	PIECE
34	Tee EQUAL 6" Sch40 BW A234 Gr. WPB	7	PIECE
35	RED. TEE 6x4" Sch40 BW A234 Gr. WPB	18	PIECE
36	RED. TEE 6x3" Sch40 BW A234 Gr. WPB	27	PIECE
37	RED. TEE 3x2" Sch40 BW A234 Gr. WPB	22	PIECE
38	WELDOLET 3/4" A105 sch40	120	PIECE
39	Gasket 1/2" 150# 3MM CNAF ASME B 16.21	10	PIECE
40	Gasket 3/4" 150# 3MM CNAF ASME B 16.21	200	PIECE
41	Gasket 1-1/4" 150# 3MM CNAF ASME B 16.21	20	PIECE
42	Gasket 2" 150# 3MM CNAF ASME B 16.21	100	PIECE
43	Gasket 2-1/2" 150# 3MM CNAF ASME B 16.21	25	PIECE
44	Gasket 3" 150# 3MM CNAF ASME B 16.21	100	PIECE
45	Gasket 6" 150# 3MM CNAF ASME B 16.21	30	PIECE



CIN:

0640838



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

..... SOLVO TANZANIA LIMITED

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

..... 108-785-276

with effect from 03-09-2009


JOANNES N. A. MALLY

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

Tic

38

19th November 2013

Commissioner for Customs & Excise

Tanzania Revenue Authority

P.O.BOX 9053

Dar es Salaam

Ufs

Executive Director

Tanzania Investment Centre

P.O.BOX 938

Dar e salaam



Received ✓
19/11/2013
M
TIC/TIC

Re: **DUTY/VAT EXEMPTION ON THE CAPITAL/DEEMED CAPITAL GOODS – CERTIFICATE OF INCENTIVES**

NO. 042196

We acknowledge receipt of exemption letter vide ref no. TRA/CE/C/P.20/2016 of 14th March, 2012 regarding above captioned subject.

We are now submitting additional materials for Solvochem Tanzania project.

Thanking you.

Yours Sincerely



John Dorty

Logistic & Documentation Manager

Tanzania Office:

Plot 8,
Chaza Lane, Oysterbay
P.O. Box 10747
Dar es Salaam
Tanzania
T: +255 22 2664791/2/3
E: Tanzania@solvochem.com

SOLVOCHEM TANZANIA
BULK LIQUID TERMINAL - MTWARA

S/N	DESCRIPTION	QTY
1	HOSES (Dunlop type 341X6 inch X6m length XPLE lined suction and discharge HOSES complete with internally swaged fitting with ASME 150 swivel flanged both ends)	6
2	HOSES (Dunlop type 341X4 inch X6m length XPLE lined suction and discharge HOSES complete with internally swaged fitting with ASME 150 swivel flanges both ends)	6
3	PUMP SET. Model: ZLND 065250 AI AFT 0E 4G2 .Flow rate: 60 m3/h. .Operating pressure: 6 Bar .Impeller material: Stainless steel. .Seal: Teflon. .Siemens motor: 20KW rated power	6
4	TOP LOADING ARM. Type C32RF-A130-TG-ASA	6
5	LC FLOW METER (SIZE 4 INCH) – P/N M_ 30G_ 1600 With mech. Registered, strainer, air eliminator and printer.	6



CTIN.: 0966630

ISO 9001:2000 Certified



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

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

THIS IS TO CERTIFY THAT

SOLVOCHEM TANZANIA LIMITED

.....

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

108-785-276

.....

with effect from

03-09-2009

.....

SOLVOCHEM TANZANIA LIMITED


P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

1. Shareholders
- | | Nationality | Shareholding (%) |
|-------------------------|----------------|------------------|
| Tony Joseph Flouty | United Kingdom | 50 |
| Solvochem Holdings Ltd. | United Kingdom | 50 |
2. Proposed Activities: **To establish a project to manufacture Petrochemical Product**
3. Sector: **Manufacturing** Subsector: **Petrochemical blending**
4. Investment cost: Foreign **USD 8m.** Local **-** Total **USD 8m.**
5. Project Financing: Equity **USD 3m.** Loans **USD 5m.** Total **USD 8m.**
6. Source, terms and conditions of loan
7. Assets to be invested:
- | Capital items: | Foreign | Local | Total |
|----------------|----------------|----------|----------------|
| | USD 8m. | - | USD 8m. |
8. Technology Agreement: **None**
9. Date of TIC Registration: **9th July 2010**
10. Implementation period: **July 2010 - June 2014**
11. Operative date: **July 2014**
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
And VAT as per Customs Tariff Act, 1976 & VAT Act, 19
- (i) Applicable Import Duty **As per Income Tax Act, 2004 (as amended)**
- (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

S/6/2013



No 00219761

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)
 THIS CERTIFICATE REPLACES/
 EXTENDS THE PREVIOUS ONE
 NO. 042196 ISSUED ON No: 042196
 AMENDMENT ON SECTIONS 10&11
 HAVE BEEN EFFECTED
 3/3/2012

This is to certify that

SOLVOCHEM TANZANIA LIMITED

at address P.O. BOX 110211

DAR ES SALAAM

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

SOLVOCHEM TANZANIA LIMITED

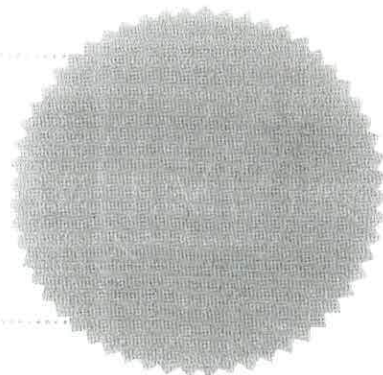
which is located at MTWARA PORT

and its partners as 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 30TH MAY 2011



Date: 18th August, 2013

Commissioner for Customs & Excise

Tanzania Revenue Authority

P.O. Box 9053

Dar es Salaam

UFS

Executive Director

Tanzania Investment Centre,

P.O. BOX 938

Dar es Salaam

Dear Sir,

Re: DUTY/VAT EXEMPTION ON THE CAPITAL/DEEMED CAPITAL GOODS - CERTIFICATE OF INCENTIVES

NO. 042196

We acknowledge receipt of Exemption letter vide ref no. TRA/CE/C/P.20/2016 of 14th March, 2012 regarding above caption subject.

We are now submitting the additional materials list for Petrochemicals product.

Attached herewith please find a list of Capital/Deemed Capital Goods, above mentioned approval list and TIN for Duty/VAT exemption approval.

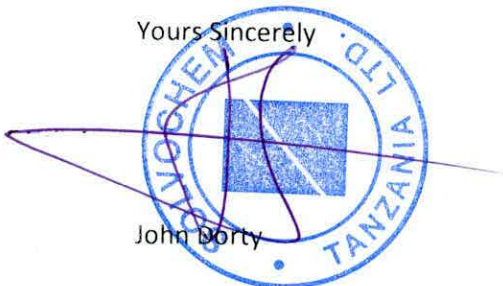
Yours Sincerely

John Darty

FOR: Managing Director

Tanzania Office:

Plot 8,
Chaza Lane, Oysterbay
P.O. Box 10747
Dar es Salaam
Tanzania
T: +255 22 2664791/2/3
E: Tanzania@solvochem.com





TANZANIA BUREAU OF STANDARDS
SHIRIKA LA VIWANGO TANZANIA

DATE
Tarehe

REFERENCE
Kumbukumbu

012
33

2013-07-08 TBS/QMD/PVOC/G.54/2615

Member of the International Organization for Standardization (ISO), Codex Alimentarius Commission (WHO/FAO), Agent for ISO and other National Standards Bodies.

Imad Maalouf
General Manager
Solvochem Tanzania Ltd
P. O. Box 10747,
DAR ES SALAAM



Handwritten signature and date: 20/07/2013

RE: EXEMPTION ON PVOC ON CAPITAL GOODS IMPORTED UNDER TIC INCENTIVE CERTIFICATE NO 00219761/042196

Reference is made to your letter dated 2013-07-05 to Tanzania Bureau of Standards with regards to the above subject.

This is to confirm that your capital goods, as approved by Tanzania Investment Centre through certificate of incentives No.042196, will not be subjected to Pre-shipment Verification of Conformity to Standards (PVoC) programme. This covers the items as per the list enclosed with your letter.

However, you shall be required to submit a copy of this letter to TBS together with Bill of lading, P-Pad and invoice for the consignment you wish to clear so that TBS clearance is granted. Assuring you of our continued cooperation.

Yours truly,

D. Ndibalema
For: DIRECTOR GENERAL

jm/:

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

Postal Address	Physical Address (Headquarters)	Telephone:	Fax: +255 22 2450959	Bank Accounts
P O Box 9524 DAR ES SALAAM TANZANIA	Junction Morogoro/Sam Nujoma Rds (Ubungo)	Gen: +255 22 2450206 / 2450949 / 2451763-6 Dir: +255 22 2450298	Email: info@tbs.go.tz	NBC UBUNGO - 022101000542 TZS NBC Corporate Branch - 011105003505 (USD) CRDB VIJANA - 01J1005547600 TZS

All correspondence should be addressed to the DIRECTOR GENERAL

Barua zote ziandikwe kwa MKURUGENZI MKUU

37

TICC/PP.10/042196/32

17/07/2013

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042196**

M/S Solvochem Tanzania Limited is a TIC registered company with certificate of incentives **No. 042196** which is valid up to **June 2014**

The company has been registered with objectives of establishing a project to manufacture Petrochemical Products.

Attached herewith please find a list of Capital/ Deemed Capital Goods for Duty and VAT remissions approval.

Yours sincerely

TANZANIA INVESTMENT CENTRE


N.A. Senzia

FOR: EXECUTIVE DIRECTOR

SOLVOCHEM TANZANIA
MTWARA LIQUID BULK TERMINAL

S/N	ITEM DESCRIPTION	QTY
1	Pressure and vacuum relief valve	11 nos
2	Float indicator valve / liquid level indicator	1 nos
3	High level indicator alarm / side mounted float level switch	11 nos
4	Steel bullet tanks – weight 11.5 tons each – (vessel dia – 3 mtr, length – 8 mtr, capacity – 50000 ltrs)	5 nos
5	Steel slop tanks – weight 10.5 tons – (vessel dia – 3 mtr, length – 8 mtr, capacity – 50000 ltr)	1 nos





SOLVOCHEM
TANZANIA LTD

31

Date: 12th July, 2013

Commissioner for Customs & Excise

Tanzania Revenue Authority

P.O. Box 9053

Dar es Salaam

UFS

Executive Director

Tanzania Investment Centre,

P.O. BOX 938

Dar es Salaam

Dear Sir,



Re: DUTY/VAT EXEMPTION ON THE CAPITAL/DEEMED CAPITAL GOODS - CERTIFICATE OF INCENTIVES

NO. 042196

We acknowledge receipt of Exemption letter vide ref no. TRA/CE/C/P.20/2016 of 14th March, 2012 regarding above caption subject.

We are now submitting the additional materials list for Petrochemicals product.

Attached herewith please find a list of Capital/Deemed Capital Goods, above mentioned approval list and TIN for Duty/VAT exemption approval.

Yours Sincerely,

John Dorty

FOR: Managing Director

Tanzania Office:

Plot 8,
Chaza Lane, Oysterbay
P.O. Box 10747
Dar es Salaam
Tanzania
T: +255 22 2664791/2/3
E: Tanzania@solvochem.com

www.solvochem.com

30

TICC/PP.10/042196/30

25/06/2013

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042196**

M/S Solvochem Tanzania Limited is a TIC registered company with certificate of incentives **No. 042196** which is valid up to **June 2013**

The company has been registered with objectives of establishing a project to manufacture Petrochemical Products.

Attached herewith please find a list of Capital/ Deemed Capital Goods for Duty and VAT remissions approval.

Yours sincerely

TANZANIA INVESTMENT CENTRE



N.A Senzia

FOR: EXECUTIVE DIRECTOR

SOLVOCHEM TANZANIA LIMITED
MTWARA LIQUID BULK TERMINAL

SR.NO	ITEM DESCRIPTION	Unit	QTY
1	Stud Bolts B16-5 with 2 nuts ANSI B1-1		
	1/2 inch x 65mm	pcs	48
	5/8 inch x 90mm	pcs	2000
	3/4 inch x 100	pcs	650
	7/8 inch x 115	pcs	84
2	Gate valve cast steel flanged ANSI class 150		
	1/2 inch	pcs	48
	3/4 inch	pcs	3
	1 inch	pcs	36
	4 inch	pcs	30
	6 inch	pcs	36
3	Gate valve cast steel flanged ANSI class 150		
	6 inch	pcs	120
	4 inch	pcs	30
	3 inch	pcs	120
4	Non Return valve cast steel flanged ANSI class 150		
	6 inch	pcs	36
	3 inch	pcs	42
5	Y Strainer cast steel flanged ANSI Class 150		
	10 inch	pcs	12
	6 inch	pcs	12
	3 inch	pcs	18
6	U Boltts Galvanized complete of 4 nuts and 2 washer		
	10 inch x 10 mm	pcs	80
	6 inch x 10mm	pcs	150
	4 inch x 10mm	pcs	100
	3 inch x 10mm	pcs	200
	2 1/2 x 8mm	pcs	120
	3/4 inch x 8mm	pcs	200
	1 inch x 8mm	pcs	200





SOLVOCHEM
TANZANIA LTD

29

Date: 24th June, 2013

Commissioner for Customs & Excise

Tanzania Revenue Authority

P.O. Box 9053

Dar es Salaam

UFS

Executive Director

Tanzania Investment Centre,

P.O. BOX 938

Dar es Salaam

Dear Sir,

Re: DUTY/VAT EXEMPTION ON THE CAPITAL/DEEMED CAPITAL GOODS - CERTIFICATE OF INCENTIVES

NO. 042196

We acknowledge receipt of Exemption letter vide ref no. TRA/CE/C/P.20/2016 of 14th March, 2012 regarding above caption subject.

We are now submitting the additional materials list for Petrochemicals product.

Attached herewith please find a list of Capital/Deemed Capital Goods, above mentioned approval list and TIN for Duty/VAT exemption approval.

Yours Sincerely,

John Dorty

FOR: Managing Director



Tanzania Office:

Plot 8,
Chaza Lane, Oysterbay
P.O. Box 10747
Dar es Salaam
Tanzania
T: +255 22 2664791/2/3
E: Tanzania@solvochem.com

www.solvochem.com

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

1. Shareholders
- | | Nationality | Shareholding (%) |
|--------------------------------|-----------------------|------------------|
| Tony Joseph Flouty | United Kingdom | 50 |
| Solvochem Holdings Ltd. | United Kingdom | 50 |
2. Proposed Activities : **To establish a project to manufacture Petrochemical Product**
3. Sector: **Manufacturing** Subsector **Petrochemical blending**
4. Investment cost: Foreign **USD 8m.** Local **-** Total **USD 8m.**
5. Project Financing:
Equity **USD 3m.** Loans **USD 5m.** Total **USD 8m.**
6. Source, terms and conditions of loan.....
7. Assets to be invested:
- | Capital items: | Foreign | Local | Total |
|----------------|----------------|----------|----------------|
| | USD 8m. | - | USD 8m. |
8. Technology Agreement **None**
9. Date of TIC Registration: **9th July 2010**
10. Implementation period **July 2010 - June 2014**
11. Operative date..... **July 2014**
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
(i) Applicable Import Duty **And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997**
(ii) Applicable with-holding Tax **As per Income Tax Act, 2004 (as amended)**
(iii) Eligibility of Capital Allowances **As per Income Tax act, 2004 (as amended)**
13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.
14. Conditions attached to this Certificate of Incentives
- (i) Date of Commencement of investment has to be notified to the Centre.
 - (ii) Certificate not to be transferred, assigned or amended
 - (iii) Failure to commence implementation within two years invalidates Certificate
 - (iv) Failure to operate investment must be notified to the Centre
 - (v) Changes in shareholding, project activities and level of invested capital must be notified to the centre
15. Additional conditions attached to Certificate
Finished goods are not allowed under this Certificate

Signed 
Executive Director



Nº 00219761

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

THIS CERTIFICATE REPLACE/
EXTENDS THE PREVIOUS ONE

AMENDMENT ON SECTIONS 10&11
HAVE BEEN EFFECTED

NO. 042196
5/3/2012

ISSUED ON No: 042196

No:

This is to certify that

SOLVOCHEM TANZANIA LIMITED

of address

P.O. BOX 110211

DAR ES SALAAM

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

SOLVOCHEM TANZANIA LIMITED

Which is located at

MTWARA PORT

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 30TH MAY 2013



CTIN: 0966630

ISO 9001:2000 Certified



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

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

THIS IS TO CERTIFY THAT

SOLVOCHEM TANZANIA LIMITED

.....

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

108-785-276

with effect from 03-09-2009


P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

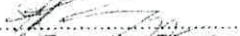
NOTE: THE REQUIREMENTS UNDER WHICH UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVER THE AF

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

1. Shareholders

	Nationality	Shareholding (%)
Tony Joseph Flouty	United Kingdom	50
Solvochem Holdings Ltd.	United Kingdom	50
2. Proposed Activities : **To establish a project to manufacture Petrochemical Product**
3. Sector: **Manufacturing** Subsector **Petrochemical blending**
4. Investment cost: Foreign **USD 8m.** Local **-** Total **USD 8m.**
5. Project Financing:
Equity **USD 3m.** Loans **USD 5m.** Total **USD 8m.**
6. Source, terms and conditions of loan.....
7. Assets to be invested:

Capital items:	Foreign	Local	Total
	USD 8m.	-	USD 8m.
8. Technology Agreement **None**
9. Date of TIC Registration: **9th July 2010**
10. Implementation period **July 2010 - June 2014**
11. Operative date **July 2014**
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
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(iii) Failure to commence implementation within two years invalidates Certificate
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(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



No 00219761

5/6/2013

For: Executive Director
Tanzania Investment Centre

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

THIS CERTIFICATE REPLACE/
EXTENDS THE PREVIOUS ONE
NO. 042196
5/3/2012

ISSUED ON No: 042196

AMENDMENT ON SECTIONS 10&11
HAVE BEEN EFFECTED

This is to certify that

SOLVOCHEM TANZANIA LIMITED

of address P.O. BOX 110211

DAR ES SALAAM

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

SOLVOCHEM TANZANIA LIMITED

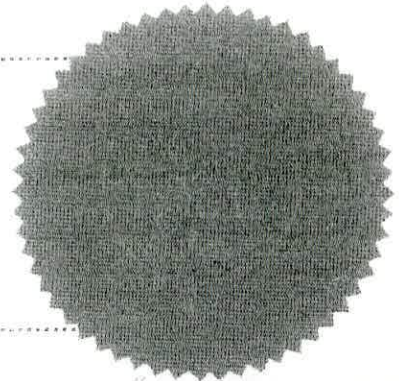
Which is located at MTWARA PORT

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 30TH MAY 2013



TIC



SOLVOCHEM
TANZANIA LTD

19

Date: 11th June, 2013

Commissioner for Customs & Excise

Tanzania Revenue Authority

P.O. Box 9053

Dar es Salaam

UFS

Executive Director

Tanzania Investment Centre,

P.O. BOX 938

Dar es Salaam

Dear Sir,

Re: DUTY/VAT EXEMPTION ON THE CAPITAL/DEEMED CAPITAL GOODS - CERTIFICATE OF INCENTIVES

NO. 042196

We acknowledge receipt of Exemption letter vide ref no. TRA/CE/C/P.20/2016 of 14th March, 2012 regarding above caption subject.

We are now submitting the additional materials list for Petrochemicals product.

Attached herewith please find a list of Capital/Deemed Capital Goods, above mentioned approval list and TIN for Duty/VAT exemption approval.

Yours Sincerely




John Dorty

FOR: Managing Director

Received on

13/6/13

Mr

TRA/TIC



Tanzania Office:

Plot 8,
Chaza Lane, Oysterbay
P.O. Box 10747
Dar es Salaam
Tanzania
T: +255 22 2664791/2/3
E: Tanzania@solvochem.com

www.solvochem.com

18

TICC/PP.10/042196/18

15/05/2013

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042196**

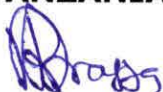
M/S Solvochem Tanzania Limited is a TIC registered company with certificate of incentives **No. 042196** which is valid up to **June 2013**

The company has been registered with objectives of establishing a project to manufacture Petrochemical Products.

Attached herewith please find a list of Capital/ Deemed Capital Goods for Duty and VAT remissions approval.

Yours sincerely

TANZANIA INVESTMENT CENTRE



Revocatus Arbogast

FOR: EXECUTIVE DIRECTOR

TICC/PP.10/042196/20

17/06/2013

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042196**

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Yours sincerely

TANZANIA INVESTMENT CENTRE



N.A. Senzia

FOR: EXECUTIVE DIRECTOR

SOLVOCHEM TANZANIA LTD
MTWARA LIQUID BULK TERMINAL

Sr.No	Item Description	Unit	Qty
	CS Seamless pipe A106 Gr. B APL 5 sch 40		
1	1/2"	m	120
2	3/4"	m	72
3	1"	m	240
4	2"	m	240
5	3"	m	3000
6	4"	m	600
7	6"	m	2500
8	10"	m	12
	Elbow 90Deg LR sch 40		
9	3"	pcs	400
10	4"	pcs	100
11	6"	pcs	200
	Elbow 45Deg LR sch 40		
12	3"	pcs	30
13	6"	pcs	50
	Elbow 90Deg socket weld		
14	1/2"	pcs	24
15	3/4"	pcs	24
16	1"	pcs	24
	SORF #150 A105		
17	1"	pcs	30
18	3"	pcs	190
19	6"	pcs	40
20	10"	pcs	8
	10" class 300 A105	pcs	2
	Flanges WNRF 150# A105		
21	2 1/2"	pcs	10
22	3"	pcs	30
23	4"	pcs	120
24	6"	pcs	42
	Flanges socket weld #150		
25	1/2"	pcs	20
26	3/4"	pcs	60
27	1"	pcs	35
	Blind Flange #150 A105		
28	1/2"	pcs	10
29	3/4"	pcs	20
30	3"	pcs	30
31	4"	pcs	100
32	6"	pcs	8
33	10"	pcs	5
34	10" class 300 A105	pcs	2
	Conc Reducer Sch 40		
34	6x3"	pcs	8
35	4x3"	pcs	8
	Ecc Reducer Sch 40		
36	6x4"	pcs	20
37	4x3"	pcs	8
38	4x2 1/2"	pcs	8
39	6x3"	pcs	2
40	10x6"	pcs	8
	Equal Tee sch 40		
41	2"	pcs	20
42	3"	pcs	24
43	4"	pcs	24
44	6"	pcs	12
	Red. Tee sch 40		
45	6x3	pcs	12
46	Hex plug 1"	pcs	12
47	weldolet 1/2" ASTM A105 sch 40	pcs	24
48	weldolet 3/4" ASTM A105 sch 40	pcs	12
49	weldolet 1" ASTM A105 sch 40	pcs	27
50	weldolet 2" ASTM A105 sch 40	pcs	2
51	Welded socket 1/2"(Half coupling socket weld #3000)	pcs	48
	Welding Electrodes		
52	ESAB OK 48.00 (E7018) 3.2x450mm 18.0kg/ctn	Kg	1512
53	ESAB OK 48.00 (E7018) 2.5x350mm 13.5kgs/ctn	Kg	999
	Flat Gaskets as per ASME B16.21		
54	1/2" x 150#, 3mm Thk- RF, Smith U max	Pcs	24
55	3/4" x 150#, 3mm Thk- RF, Smith U max	Pcs	120
56	1" x 150#, 3mm Thk- RF, Smith U max	Pcs	80
57	2-1/2" x 150#, 3mm Thk- RF, Smith U max	Pcs	24
58	3" x 150#, 3mm Thk- RF, Smith U max	Pcs	360
59	4" x 150#, 3mm Thk- RF, Smith U max	Pcs	220
60	6" x 150#, 3mm Thk- RF, Smith U max	Pcs	160
61	10" x 150#, 3mm Thk- RF, Smith U max	Pcs	24
	Steel		
62	Channel 100 x 50 x 9.36 x 6mtr - S275JR	Pcs	200
63	Angel 50 x 50 x 6mm x 6mtr	Pcs	200



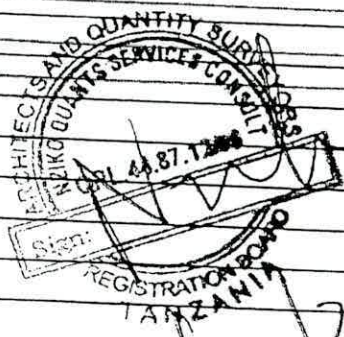
339	Battery for equipment of plant		
340	Tyres for Trucks, loader, dumper etc	no	24
341	Lubricant oil	no	40
342	Electric welding rod	L	600
343	Solid lubricant	kg	2,000
344	Formwork oil	Kg	50
345	Oxygen	L	7,000
346	Acetylene	M3	2,433
347	Worker protection gears	M3	2,433
		lot	1,500



Not approved

16/07/2012

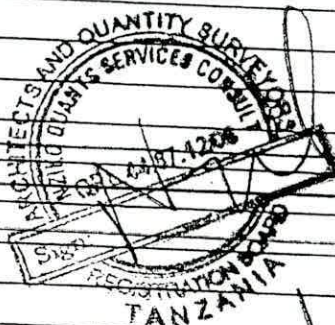
296	Tipper lorry		
297	Concrete Batching Plant	no.	1
298	Concrete Mixer 0.4M ³	set	1
299	Lorry Mixer	no.	2
300	Sheep foot Roller	no.	1
301	Smooth wheeled roller	no.	1
302	Trailing concrete Pump	no.	1
303	Immersion or flat-plate Vibrator	no.	1
304	Concrete Pokers	no.	1
305	Water pumps	no.	2
306	Wheel Loader	no.	2
307	Reinforcing Steel Cutter	no.	1
308	Reinforcement bending machine	no.	1
309	Welding Machine	no.	1
310	Radial saw	no.	1
311	Multi functionla woodworking planer	no.	1
312	Portable electric plane	no.	1
313	Air Compressor	no.	1
314	Lathe	no.	1
315	Multifunctional Drill Press	no.	1
316	Fuel pumps machines	no.	1
316	Water level gauging equipment	no.	1
317	Accessory of Surveying Instrument	no.	1
318	Repairing Mobile Machinery Shop	no.	1
319	Interphone	lot.	1
320	Land cruiser hard top	no.	1
321	4WD Nssan hardbody	no.	1
322	Vehicle (D/cab pickups),	no	1
323	Vehicle (Prado),	no.	1
324	Vehicle S/cab pickups),	no.	1
325	Vehicle (4ton lorry),	no.	1
326	Vehicle (7ton lorry),	no.	1
327	Vehicle (15ton lorry),	no.	1
328	Water tanker	no.	1
329	Portable powersaw	no	4
330	Automatic telephone sets	no.	1
331	Mobile phones	no.	2
332	Water tanks	no.	10
333	Radio commuication Equipment and two base stations	no.	5
334	Vehicle mounted mobile receivers	no.	1
335	Boat (for earring materials and staff	no.	1
336	Hand held stations	no	1
337	Hydrqaulic pressure	no	18
338	Filters	L	200
		no	24



Handwritten signature and date: 16/01/2017

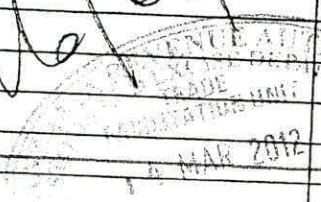
Handwritten signature and the word 'Approved' written vertically.

253	25mm2 amoured cable		
254	185mm2 amoured cable	m	300
255	1.5mm2 - single red	m	300
256	1.5mm2 - single black	roll	50
257	1.5mm2 - single green	roll	50
258	2.5mm2 - single red	roll	50
259	2.5mm2 -single black	roll	50
260	2.5mm2 - single green	roll	50
261	6mm2 - single red	roll	50
262	6mm2 - single black	m	100
263	6mm2 - single green	m	100
264	10mm2 - single red	m	100
265	10mm2 - single black	m	150
266	10mm2 - single green	m	150
267	200mm heavy gauge pvc conduits	m	150
268	32mm heavy duty pvc pipes conduits	no	1,000
269	6" heavy duty pvc pipes	no	1,000
270	Deep petrice swithch box single	no	687
271	Deep petrice swithch box double	no	160
272	Round looping boxes	no	160
273	Round end boxes	no	280
274		no	160
	Lightening Arrestor inclusive of copper plates, strips and eathing		
275	Glass for glazing work with fitting & accessories	no	88
276	Electrical security fence	m2	1,200
277	CCTV Camera	set	10
278	Alarm potable boxes	no	26
279	Computers	no	10
180	Security system equipment	no	16
281	Security light 1000Watts	no	16
282	Photocopy machine	no	50
283	Fax machine	no	3
284	Printers	no	2
285	Anti - Termite Treatment	no	3
286	Damp-proof membrane	m2	1,404
287	Bulldozer	m2	1,404
288	Excavator	no.	1
289	Vibrating Roller (10 ton)	no.	1
290	Vibrating Roller (hand vibrating)	no.	1
291	Grader	no.	1
292	JCB 714 Single Axle Dumper (New)	no.	1
293	Air Compressor	no.	1
294	Water Sprinkler Truck	no.	1
295	Wheeled Crane	no.	1

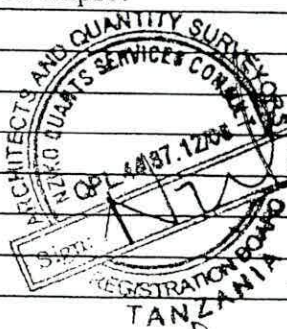


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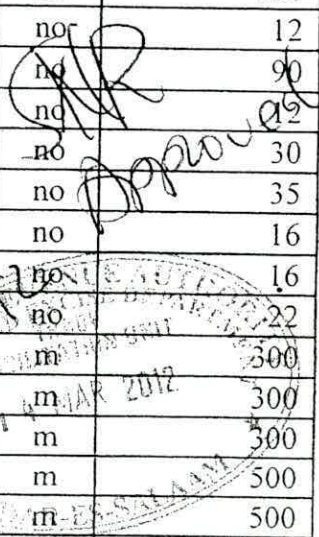
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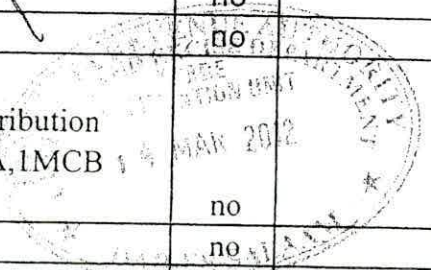
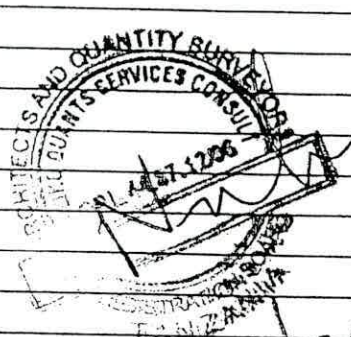
215	100Amp 4way TPN, MCB distribution board including 3Mcb's of 60A (TNP) and ne blanked out for future - Mains	no	3
216	60 AMP 6 way TNP, MCB distribution board including 6 SPN, MCB of 15A, 4SPN of 5A and 4 SPN, MCB of 30A	no	6
217	200 Amp 9way Tpn, Mcb distribution board ncluding 6 number 35A Tpn Mcb's and other blanked out.	no	3
218	300 A, Lv motor control centre including direct online starter, panel with indicator lights for 10 pumps with extra blanked for pump room	no	3
219	60A way Tpn, Mcb distribution board including 1 no. 30A Tpn Mcb, 3 no. 5A Sp and 3 no. 30A Sp Mcb's and other blaned out for warehouse	no	3
220	Halogen street lighting inclusive of poles 200w	no	320
221	70 lcx 15 Kva photocell kit	no	36
223	Stricke detectors	no	250
224	Break glass fire alarm emergency switch	no	120
225	Fire alarm including backup power and bells	no	60
226	Weather proof 500w halogen flood lightng including mounting	no	56
227	Flame proof 200w halogen flood lighting	no	56
228	20Amp double poles switch as thorn - flood light switch	no	12
229	45A cooker unit as thorn	no	3
230	56" 3 blade ceiling fan and regulator as orient	no	16
231	60w screw neck spherical fitting	no	60
232	1 x 1200 flourescent fitting with prismatic diffuser	no	99
233	5A 2way 1 gang switch as chipset	no	25
234	Ditto 2 gang switch as chipset	no	28
235	Ditto 3 gang switch as chipset	no	28
236	White moulded 13A socket outlet as chipset - single	no	30
237	White moulded 15A socket outlet as chipset	no	30
238	White moulded double socket 13A as chipset	no	100
239	Tv Aerial cable outlet as chipset	no	12
240	Data outlet as chipset	no	90
241	70 lnx 15Kva photocell kit	no	36
242	100A cable loop in box	no	30
243	Weather proof bulkhead fitting	no	35
244	1800 BTU splite air conditioner	no	16
245	24000 BTU splite air conditioner	no	16
246	AVS 30Amp solatek surge guard	no	22
247	300mm2 - 4 core Armoured cable	m	300
248	50mm2 - 4 core Armoured cable	m	300
249	10mm2 - 4 core Armoured cable	m	300
250	4mm2 - 2 core Armoured cable	m	500
251	2.5mm2 - 2 core Armoured cable	m	500
252	16mm2 armoured cable	m	300



Handwritten signature and date: Wg 01/2012



175	Ø 8" x 90° Tee	no	18
176	Ø 8" Y-Type Strainer	no	18
177	Ø 4" x 90° Bends	no	36
178	Ø 4" x 2 1/2" Tee	no	42
179	Ø 2 1/2" Hydrants	no	58
180	Ø 2 1/2" Hydrant Nozzles	no	58
181	Ø 2 1/2" Hose Coupling	no	18
182	Ø 2 1/2" x 30m Fire Hose	no	74
183	Ø 2 1/2" x 90° Elbows	no	106
184	Ø 2 1/2" Sockets	no	106
185	Ø 2 1/2" x 90° Tee	no	18
186	M20 Hts Bolts, Nuts & Washers	no	1,000
187	M12 Hts Bolts, Nuts & Washers	no	1,000
188	Ø 1/4" Tank Cooling Sprinkler Jets	no	58
189	Ø 1/4" Loading Gantry Sprinkler Jets	no	31
190	Ø 1/4" Nozzle Room Sprinkler Jets	no	28
191	Ø 3/4" Sprinkler Jets	no	78
192	Ø 3/4" Hose Reels	no	28
193	Ø 3/4" Nipples, Gt Vlv & Union	no	28
194	9 Kg CO2 Portable Extinguisher	no	33
195	9 Kg Foam Portable Extinguisher	no	33
196	9 Kg Dry Powder Portable Extinguisher	no	33
197	9 Kg Water Portable Extinguisher	no	33
198	Fire Blankets	no	120
199	Sand Buckets	no	98
200	Electrical Fire Pump	no	20
201	Diesel Fire Pump	no	18
202	Ø 3" GI Pipe Class C	no	1,666
203	Ø 8" x 6" Reducer	no	22
204	Ø 3" Foam Pourer	no	42
205	Ø 3" Gate Valves	no	42
206	Ø 3" x 45° Bends	no	44
207	Ø 6" x 90° Bend	no	18
208	Ø 6" Deluge Foam System with Alarm	no	12
209	Flame Detector	no	48
210	Foam tank and Related Piping	no	6
211	2500 AMP 4 way tripple pole with neutral MCB distribution board including bus bar, panel, 1 MCB (TPN) of 200A, 1 MCB (TPN) of 150A and 2 MCB's (TPN) of 100A (DB)	no	3
212	1600 Kva Transformer	no	3
213	Power generator 120kw, 80kw, 30kw, 20kw	no	8
214	Automatic change over switch in panel (2500AMP)	no	2

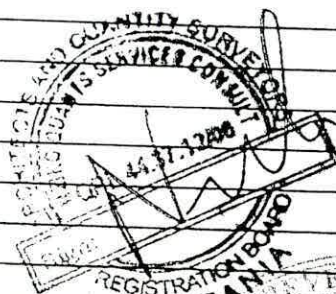


131	Ø 3" Flanges		
132	Ø 3" Aluminium Couplings	no	360
133	M18 Hts Bolts, Nuts & Washers	no	120
134	Pressure Indicator	no	1,500
135	Ø 6" x 3" Reducing Tee	no	60
136	Ø 3" Sockets	no	18
137	Ø 3" Non Return Valve (Foot Vlv)	no	32
138	Ø 2" GI Pipes Class C - Vents	no	21
139	Ø 3" Black Pipes Class C - Sounding	m	316
140	Ø 3" Cap	m	82
141	Ø 2" x 90° Elbows	no	18
142	Ø 2" Sockets	no	88
143	Ø 2" Unions	no	298
144	M16 Hts Bolts, Nuts & Washers	no	22
145	Ø 3" x 12m long Flexible Hose	no	1,505
146	Product Delivery Pumps - Gantry	no	118
147	Slops / Bullets Discharge Pumps	no	16
148	Drum Filling Delivery Pumps	no	12
149	Ø 3" Flanges for Pumps	no	12
150	Ø 3" Aluminium Couplings	no	48
151	Resincoat IT5 roffing sheet	no	29
152	Ø 3" Sched. 40 Pipe	m2	2,380
153	Ø 2" Flanges	m	232
154	Ø 3" x 2" Reducer	no	18
155	Drum Filling Equipment - 100 drums / hr	no	18
156	Wooden Pallets - 1200 x 1200	no	18
157	Ø 3" Top Loading Arms	no	100
158	Ø 3" Y-Type Strainer	no	18
159	Ø 3" Fitting Flow Metres	no	18
160	M14 Hts Bolts, Nuts & Washers	no	18
161	Ø 8" Black Pipe Class C	no	1,320
162	Ø 6" GI Pipe Class C	m	232
163	Ø 4" GI Pipe Class C	m	989
164	Ø 2 1/2" GI Pipe	m	760
165	Ø 3/4" GI Pipe	m	889
166	Ø 2 1/2" Gate Valves	m	168
167	Ø 2 1/2" Flanges	no	26
168	Ø 4" Blind Flanges	no	20
169	Ø 4" Gate Valve	no	18
170	Ø 8" Gate Valve	no	18
171	Ø 8" x 6" Reducing Tee	no	27
172	Ø 6" x 4" Reducing Tee	no	18
173	Ø 8" Flanges (w.o.)	no	18
174	Ø 4" Flanges (w.o.)	no	22
		no	22



6/29/2012
Approved
14 MAR 2012

88	M 20 Hts Bolts, Nuts & Washers		
89	Pipe Line paint	no	932
90	Pipe Wrapping materials	m ²	4,415
91	Ø 3" Schd 40 Line Pipe	m ²	760
92	Ø 3" Gate Valve (w.o.)	m	3,208
93	Ø 3" Chk Valve (w.o.)	no	13
94	Ø 3" Flanges (w.o.)	no	16
95	Ø 3" x 90° Bends	no	24
96	Ø 3" x 45° Bends	no	344
97	Ø 3" x 30° Bends	no	188
98	Ø 3" Blind Flanges	no	105
99	IT4 Aluminium sheets	no	19
100	J Bolts	m ²	76,790
101	200mm x 500mm gutter in 2mm plate	kg	3,000
102	225mm x 25mm x 4mm facia board plate	m	295
103	Bitumen	m	330
104	Earthing Bosses	Litres	71,000
105	8mm thick bottom plates	nr	34
106	10mm thick annular plate	m ²	2,315
107	6mm thick Shell plate	m ²	950
108	Structural steel (staircase)	m ²	19,200
109	Jotamastic paint (Different Types)	m	2,690
110	Pv Valves to specifications	Litres	89,055
111	Ø 6" Gate Valve	no	82
112	Ø 6" Chk Valve	no	89
113	Ø 1" Drain	no	79
114	Ø 1" Gate Valve (Threaded)	no	56
115	Ø 6" Globe Valve	no	24
116	Ø 3" Globe Valve	no	42
117	Ø 3" Chk Valve	no	18
118	Ø 1" Gate Valve Flanged	no	19
119	Ø 1" Flanges (w.o.)	no	22
120	Ø 1" Vent	no	58
121	Ø ½" Gate Valve (Threaded)	no	18
122	Ø ½" Pressure Relieve Valve	no	18
123	Ø 10" x 8" Ecc. Reducer	no	18
124	Ø 8" x 6" Ecc. Reducer	no	20
125	Ø 6" x 3" Ecc. Reducer	no	20
126	Ø 6" Y-Type Strainer	no	18
127	Ø 10" Y-Type Strainer	no	18
128	Ø 1" Weldolets	no	18
129	M 14 Hts Bolts, Nuts & Washers	no	20
130	Ø 3" Gate Valve	no	120
		no	120



Approved

19/03/2019

44	Marine plywood 12mm		
45	Marine plywood 18mm	no	1,500
46	Nails	no	2,000
47	Concrete Nails (various sizes)	Ton	5
48	Lime	Ton	3
49	Tiles grout	Bags	99
50	Gypsum boards (various sizes)	Bags	100
51	Floor tiles (various sizes)	no	220
52	Wall tiles (various sizes)	no	2,000
53	Tiles borders	Rm	900
54	Tiles skirting	Rm	250
55	Doors (various Materials)	Rm	1,000
56	Door locks	no	44
57	Door hinges	no	44
58	Aluminium or UPVC window	no	88
59	Emulsion paints	M2	1,420
60	Wall primer	Litres	200
61	Weatherguard paints	Litres	200
62	Silk vinyl pants	Litres	300
63	Oil paints	Litres	300
64	Sanitary fixtures (various)	Litres	300
65	Hatch covers	no	150
66	G.I Pipes (assorted sizes)	M ²	5,200
67	Roofing sheets	m	2,500
68	Bolt and nuts	M ²	5,400
69	scaffold (dia 50mm)	kg	200
70	fastener to scaffold	Ton	160
71	Roofing tiles	no	3,000
72	Ironsheets	M ²	5,600
73	Structural steel (staircase)	M ²	4,500
74	Pressed steel water tank capacity 30 cu.m and fittings	m	1,690
75	Ø 6" Schd 40 Line Pipe	no	7
76	Ø 6" Gate Valve (w.o.)	m	2,312
77	Ø 6" Chk Valve (w.o.)	no	10
78	Ø 6" Flanges (w.o.)	no	10
79	0 - 20 Bar Pressure gauge	no	202
80	Ø 6" x 90° Bends	no	22
81	Ø 6" x 45° Bends	no	89
82	Ø 6" x 30° Bends	no	26
83	Ø 6" x 90° Tee	no	21
84	Ø 6" Blind Flanges	no	29
85	Ø 1" x 90° Weldolet - Inspection Pt	no	19
86	Ø 1" Gate Valve - Inspection Pt	no	12
87	3 mm gasket	no	12
		m ²	99

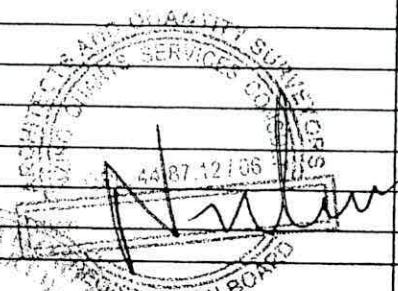


16/01/2012

SKR
Approved

SOLVOCHEM TANZANIA LTD
MTWARA LIQUID BULK TERMINAL, TANZANIA
MASTER LIST FOR PROCUREMENT OF MATERIALS

Item	Description	unit	Quantity
1	Cement	Ton	3,000
2	Aggregate(10-20mm)	M ³	3,500
3	sand	M ³	10,000
4	Treated Timber (various sizes)	M ³	38,000
5	Motor brick 150x200x400	No.	200,000
6	Stones or Hardcore	M ³	100,000
7	Chippings	m3	3,500
8	PVC (various sizes)	Rm	12,000
9	Concrete pipes (various sizes)	m	4,500
10	Wire Mesh (BRC)	M2	3,000
11	Wire Mesh	M2	4,000
12	Binding wire	kg	3,500
13	I Beams (various sizes)	Ton	33
14	Angles (various Sizes)	Ton	33
15	SHS (various Sizes)	Ton	33
16	RHS (various sizes)	Ton	33
17	CHS (various sizes)	Ton	33
18	Z - Purlins	Ton	5
19	Tubes (various sizes)	Nos	3
20	Flat Bars (various sizes)	Ton	5
21	Z-Sections (various sizes)	Ton	3
22	Hexagon Bars (various sizes)	Ton	3
23	Alloy Steel bars (various sizes)	Ton	3
24	Square bars (various sizes)	Ton	5
25	Hot rolled channels (various sizes)	Ton	3
26	Shafting bars (various sizes)	Ton	3
27	Universal columns (various sizes)	Ton	3
28	Mild steel round bars (various sizes)		
29	8 mm	Ton	150
30	10 mm	Ton	150
31	12 mm	Ton	200
32	16 mm	Ton	300
33	20 mm	Ton	300
34	25 mm	Ton	300
35	High Tensile		
36	8 mm	Ton	150
37	10 mm	Ton	200
38	12 mm	Ton	200
39	16 mm	Ton	200
40	20 mm	Ton	350
41	25 mm	Ton	350
42	32 mm	Ton	350
43	Metal Doors and rubber door stopper	no	10



TRA
TANZANIA
14 MAR 2012

16/01/2012
SKR
Approved



TANZANIA REVENUE AUTHORITY

TRACE/C/P20/8/2016

14.03.2012

✓ The Managing Director,
Solvochem Tanzania Limited,
P. O. Box 110211,
Dar es Salaam

Dear Sir,

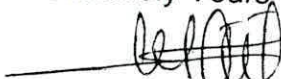
**RE: DUTY/VAT EXEMPTION ON CAPITAL/DEEMED CAPITAL GOODS-
CERTIFICATE OF INCENTIVES NO 042196 OF 05.03.2012**

We are writing in response to your letter dated 07.03.2012 as supported by the letter TICC/PP.10/042196/11 of 07/03/2012 from Tanzania Investment Centre regarding the captioned subject.

We hereby approve and submit Nine -page list of deemed capital goods for facilitation of your project with Certificate of Incentives mentioned above. It should be noted however that, other item in your list could not be approved because are not among allowable items in your project. Please further note that, the vehicles are approved on understanding that are of age less than ten years from the year of manufacture.

The approved goods will be subject to 0% import duty and VAT relief under the 3rd Schedule to the VAT Act, Cap 148. You will however be requested to complete VAT forms 224 and submit the same to the Commissioner for Customs and Excise for all imported items before clearance through customs; For locally procured items the completed VAT form 224 should be submitted to the commissioner for Domestic Revenue.

Sincerely Yours



Godfrey Kitundu

For: Commissioner for Customs and Excise

RS/
c.c. Manager - Customs Service centre,
c.c. Manager – Mtwara,
c.c. Manager – Tax exemption,
c.c. Executive Director,
Tanzania Investment Centre,
P. O. Box 938,
Dar es Salaam,

ISO 9001:2008 Certified

CUSTOMS & EXCISE DEPARTMENT

Sokoine Drive, P.O. Box 9053, Dar es Salaam, Tanzania

Tel: 255-22-2117765 or 255-22-2127783/4/6/8 Fax: 255-22-2138878/2135193

105a	M22 stud bolt	Set	84
	Socket, threads BPS		
106	1/2"	Pcs	35
	U-Bolts for Pipes with 4 no nuts and 2 washer		
107	10"	Set	80
108	6"	set	450
109	4"	set	100
110	3"	set	950
111	1"	set	200
112	2-1/2"	set	120
113	3/4"	set	200
114	3"		150
115	Meter for product with display and printer	no	7
116	Drum filling Machine 50 DR/HRS	no	1
117	Flexible connecting hoses 4"-6mtr./Flanged	no	7
118	Flexible connecting hoses 6"-6mtr./Flanged	no	5
119	Bitutape for wrapping pipes 150mm*15mtr/rolls	roll	1000
120	Bitutape for wrapping pipes 100mm*15mtr/rolls	roll	400
121	Solvent primer for Bitutape / LTR	ltr	1000
122	Pressure indicators	no	25
123	Loading arms for product	set	6
124	Electric product pumps min 800ltr /min	set	7
125	Fire Hydrants	no	12
126	Foam Trolley	no	4
127	Foam Extinguisher	no	4
128	Dry Powder Extinguisher	no	6
129	Water Extinguisher	no	1
130	Carbondioxide extingiusher	no	8
131	Fire Hose Cabinet	no	13
132	Delivery hose 30mtr	no	26
133	Nozzle for the hoses	no	26
134	Sand bucket Galvanized 20 kg.	no	10
135	Vetleral bladder	no	8
136	Pressure foam proportional	no	8
137	Fire electric pump 500cm/hr	no	2 option skid
138	Diesel Fire pump 500 cm/hr	no	1 option skid
139	Jockey pump electr.	no	1 option skid



69	4"	Pcs	13
	PRV, flanged		
70	1/2"	Pcs	5
71	2"	Pcs	3
72	3/4"	Pcs	10
73	4"	Pcs	2
74	Pressure gauge set	Pcs	5
	Reducer concentric, weld ends		
75	4"x1"	Pcs	7
76	4"x1-1/4"	Pcs	3
77	4"x2"	Pcs	5
78	6"x4"	Pcs	28
	Reducer concentric, thread ends		
79	1"x3/4"	Pcs	40
80	1-1/4"x1"	Pcs	10
81	2"x3/4"	Pcs	40
82	2"x1"	Pcs	24
83	3"x3/4"	Pcs	35
84	3"x2"	Pcs	18
	Socket, threaded BPS		
85	3/4"	Pcs	340
	Sprinkler, NH550		
86	3/4"	Pcs	190
	Sprinkler for Tanks, NC12		
87	3/4"	Pcs	126
	Tee equal sch40, threaded		
88	3/4"	Pcs	110
89	1"	Pcs	13
90	1-1/4"	Pcs	5
	Tee reducing sch40, weld ends		
91	8"x6"	Pcs	5
	Union, threaded		
92	1"	Pcs	15
93	2"	Pcs	8
94	3"	Pcs	5
95	4"	Pcs	5
	Y-Strainer		
95a	10"	Pcs	2
96	8"	Pcs	1
97	6"	Pcs	12
98	3"	Pcs	7
	Studs Bolt and 2 no. Nuts with washer		
99	M12x45 -1/2"	set	70
100	M12*50 -1/2"	set	850
101	M12x55 -1/2"	set	520
102	M16*75 -5/8"	set	2300
103	M16x65- 5/8"	set	150
104	M20x90 -3/4"	Set	2240
105	M20x100- 3/4"	set	154



	Fire hydrant valve NDR 108 flanged inlet		
33	2-1/2"	Pcs	24
	deluge valve		
34	2"	Pcs	4
35	3"	Pcs	1
36	4"	Pcs	2
	elbow 90deg sch 40		
37	3/4" threaded	Pcs	225
38	1" threaded	Pcs	50
39	1-1/4" threaded	Pcs	10
40	2" threaded	Pcs	20
41	8" weld end	Pcs	10
	flange blind #150 A105		
42	8"	Pcs	2
	flange SORF #150 A105		
43	2"	Pcs	20
44	2-1/2"	Pcs	28
45	4"	Pcs	45
46	8"	Pcs	10
	flange WNR #150 A105		
47	1-1/4"	Pcs	5
	bottom foam injector(Pourer)		
48	3"	set	10
	Gasket Flat as per ASME B16.21		
49	1-1/4"	Pcs	10
50	2"	Pcs	30
51	2 1/2"	Pcs	30
52	8"	Pcs	15
	gate valve, flanged		
53	1/2"	Pcs	7
54	1"	Pcs	10
55	2"	Pcs	10
56	3"	Pcs	78
57	3/4"	Pcs	70
58	4"	Pcs	12
58a	6"	Pcs	56
59	8"	Pcs	2
	gate valve, weld ends		
60	1"	Pcs	10
	non return valve		
61	1"	Pcs	10
62	3/4"	Pcs	10
63	3"	Pcs	16
64	4"	Pcs	3
65	6"	Pcs	15
	Pipe CS Seamless A106 Gr. B APL 5 sch 40		
66	1-1/4"	Mtr	30
67	2-1/2"	Mtr	12
68	8"	Mtr	42
	Pipe cap		



Sr.No	Item Description	Unit	QTY
	CS Seamless pipe A106 Gr. B APL 5 sch 40		
1	3/4"	m	550
2	2"	m	12
3	3"	m	720
	Elbow 90Deg LR sch 40		
4	3"	pcs	60
	Elbow 45Deg LR sch 40		
5	3"	pcs	5
6	6'	pcs	5
	SORF #150 A105		
7	1"	pcs	10
8	3"	pcs	30
9	6"	pcs	100
	Flanges WNRF 150# A105		
10	3"	pcs	10
	Flanges socket weld #150		
11	3/4"	pcs	80
	Conc Reducer Sch 40		
12	6x3"	pcs	30
13	4x3"	pcs	10
	Ecc Reducer Sch 40		
14	4x3"	pcs	30
15	6x3"	pcs	5
16	10x6"	pcs	2
	Equal Tee sch 40		
17	2"	pcs	40
18	3"	pcs	60
19	4"	pcs	12
20	6"	pcs	55
	Red. Tee sch 40		
21	6x3	pcs	2
22	Hex plug 1"	pcs	10
23	weldolet 3/4" ASTM A105 sch 40	pcs	55
24	weldolet 1" ASTM A105 sch 40	pcs	5
	Flat Gaskets as per ASME B16.21		
25	1/2" x 150#, 3mm Thk- RF, Smith U max	Pcs	10
26	3/4" x 150#, 3mm Thk- RF, Smith U max	Pcs	35
27	2-1/2" x 150#, 3mm Thk- RF, Smith U max	Pcs	20
28	6" x 150#, 3mm Thk- RF, Smith U max	Pcs	40
	ball valve flanged		
29	1/2"	Pcs	16
30	3/4"	Pcs	1
31	1"	Pcs	16
32	1-1/4"		1



Tic

(17)

14.05.2013

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O.Box 9053

DAR ES SALAAM

UFS

Executives Director,
Tanzania Investment Centre,
P.O.ox 938

DAR ES SALAAM

Dear Sir,

DUTY/ VAT EXEMPTION ON THE CAPITAL/ DEEMED CAPITAL GOODS CERTIFICATE OF INCENTIVES NO. 042196.

We acknowledge receipt of Exemption letter vide Ref No. TRA/CE/C/P.20/2016 of 14th March, 2012 regarding above captioned subject.

We are now submitting the additional materials for Petrochemical products works.

Attached herewith please find a list of Capital/ deemed Capital Goods and TIN for Duty/ VAT exemption approval.

Yours Sincerely



John Darty

FOR,

Managing Director



Received on
15/5/2013

Mr

TRA/TIC



Tanzania Office:

Plot 8,
Chaza Lane, Oysterbay
P.O. Box 10747
Dar es Salaam
Tanzania
T: +255 22 2664791/2/3
E: Tanzania@solvochem.com



16

TANZANIA INVESTMENT CENTRE

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

RECEIPT REC011186

No. 005422

Received from : SOLVOCHEM.TANZANIA LTD

Address : P.O. Box 10717, Dar Es Salaam

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



Being payment in respect of : CERTIFICATE OF INCENTIVE

Amount : USD 1,000.00

Cash / Cheque No: d/deposit 6.5

Date : 06-May-2013

Biliso

Receiving Officer



Name of the Project:

Solvochem Tanzania Ltd.

Project Description: Certificate No.: 042196

To establish a project to manufacture petrochemical products

Approval Date:

9th July 2010

Implementation Period Expiry:

July 2010-June 2013

Number of Previous Extensions:

Nil

Reasons for this Extension:

To complete implementation programme

Recommendations:

I recommend the project implementation period be extended for one year.

Decision:

*Approved as recommended.
abshah
AED
17/4/2013*

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

1. Shareholders

Tony Joseph Flouty	Nationality United Kingdom	Shareholding (%) 50
Solvochem Holdings Ltd.	United Kingdom	50
2. Proposed Activities : **To establish a project to manufacture Petrochemical Products**
3. Sector: **Manufacturing** Subsector **Petrochemical blending**
4. Investment cost: Foreign **USD 8m.** Local **-** Total **USD 8m.**
5. Project Financing: Equity **USD 3m.** Loans **USD 5m.** Total **USD 8m.**
6. Source, terms and conditions of loan
7. Assets to be invested:

Capital items:	Foreign	Local	Total
	USD 8m.	USD -	USD 8m.
8. Technology Agreement **None**
9. Date of TIC Registration: **9th July 2010**
10. Implementation period **July 2010 - June 2013**
11. Operative date **July 2013**
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
 - (i) Applicable Import Duty **And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997**
 - (ii) Applicable with-holding Tax **As per Income Tax Act, 2004 (as amended)**
 - (iii) Eligibility of Capital Allowances **As per Income Tax Act, 2004 (as amended)**
13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.
14. Conditions attached to this Certificate of Incentives
 - (i) Date of Commencement of investment has to be notified to the Centre.
 - (ii) Certificate not to be transferred, assigned or amended
 - (iii) Failure to commence implementation within two years invalidates Certificate
 - (iv) Failure to operate investment must be notified to the Centre
 - (v) Changes in shareholding, project activities and level of invested capital must be notified to the centre
15. Additional conditions attached to Certificate
Finished goods are not allowed under this Certificate

Signed 
Ag. Executive Director



00218526

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

THIS CERTIFICATE REPLACES
THE PREVIOUS ONE NO.
060846 ISSUED ON
01/8/2011

AMENDMENT ON SECTION 3 &
CERTIFICATE NO. HAVE BEEN
EFFECTED

No: 042196

This is to certify that

SOLVOCHEM TANZANIA LIMITED

of address P.O. BOX 110211

DAR ES SALAAM

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

SOLVOCHEM TANZANIA LIMITED

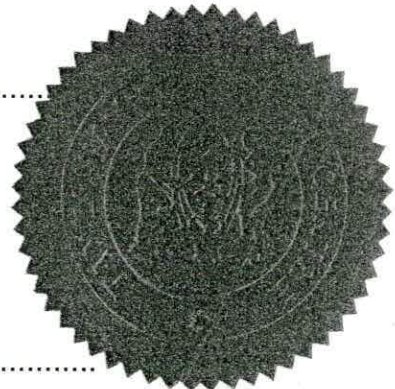
Which is located at MTWARA PORT

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

Ag. Executive Director

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

Dated 5TH MARCH 2012





Firefighting room from back side veiw



FF pump room



Tank plates + civicon co. offices, phase II area



Phase II area / Shibata co. camp.



General veiw of admin. Custom offices wearhouse buildings.



Warehouse*



Electric room, generator , guest room and gates



New electric room + generator location, septic tank.



Admin. Building



Drum storage /Empty drum shed.



Fire Fighting tank foundation



Custom room, TPA office, canteen & control room + Extra drum storage area.

TAKE FURTHER NOTE that you are required to stop all construction works on projects you are currently executing. Carrying out construction works without being registered is a criminal offence punishable in accordance to Section 22(2) of the Contractors Registration Act No 17 of 1997 as amended by Act No 5 of 2008

TAKE FURTHER NOTICE that this has not been an easy decision to make, but taking into consideration the circumstances and consequences of the accident, the report(s) from the investigation, your written submission of defence, and the position on the law, the Board, without prejudice was left with no option but to order the deletion of your company.

Please be guided accordingly as we write without prejudice

Sincerely,

CONTRACTORS REGISTRATION BOARD


B. C. Muhegi
REGISTRAR

✓ **CC:** The General Manager
SOLVOCHEM Tanzania Ltd
P.O. Box 10747
Dar es Salaam

You are required to ensure that the Contractor stops work with immediate effect and you recruit a registered contractor to complete the works.

Furthermore ensure that M/s Civicon is duly registered prior to commencement of any works



CONTRACTORS REGISTRATION BOARD

HEAD OFFICE
P.O. Box 13374
DAR ES SALAAM
Tel: 255 22 2131169, 2137963
Fax: 255 22 2137964
E-mail: crbhq@crbtz.org
Web: www.crbtz.org

Ref. No. B1/0105/10/05/Vol II/25

Date: 21/03/2013

The Managing Director
Shibat Enterprises Limited
P.O. Box 34067
Dar es Salaam

**RE: COLLAPSE OF THE GUTTER ON THE PROPOSED MTHWARA LIQUID
BULK TERMINAL ON PLOT NO 1 PORT AREA, MTHWARA**

SUB: NOTICE OF DELETION

Reference is made to the subject matter and your submission of defense following our intention to take appropriate disciplinary action against your company which was submitted vide your letter ref. SHT/CRB/MTR/SFI/10.12.12/03 of 3rd March 2013.

The Board has deliberated on your submission of defense, and reviewed your ethical and professional conduct on the project as evidenced in the various interviews and correspondences we have had.

Based on the foregone, the Board at its 111 Extraordinary Board Meeting held on the 20th March 2013 resolved to **DELETE** M/s Shibat Enterprises Limited from the register of contractors with **immediate effect** for being in contravention of Section 13 (1) (f) and(g) of the Contractors Registration Act No 17 Of 1997 as amended by Act No 5 of 2008 which reads in part.

The Board may at any time direct that the name of a registered Contractor be deleted from the relevant register where that person has :-

(f) Been found guilty by the Board by being negligent in connection with any construction works Undertaken

(g) Contravened, or failed to perform, or assisted in contravention of any terms, conditions or Restrictions imposed by the Board.

TAKE NOTE that the deletion is effective from the date of this letter, and you are required to return your certificate of registration within 7 days.

- C. C. Registrar, Contractors Registration Board Box 13374 Dar es Salaam
- :: EPI Architects and Consultancy Box 14388 Dar es Salaam
- " Teknicon Ltd Box 62760 Dar es Salaam
- " Mecplan Consulting Engineers Ltd Box 35629 Dar es Salaam
- " Equa-Serve Ltd Box 76677 Dar es Salaam



ARCHITECTS AND QUANTITY SURVEYORS
REGISTRATION BOARD

P.O. BOX 72673, Dar es Salaam

TEL: 255 (022) 2110292

FAX: 255 (022) 2117535

E-Mail: info@aqrb.go.tz

Website: www.aqrb.go.tz

Our Ref: AQ12/SITE AUDITING/VOL.IX/30
Your Ref:

Date: 29 January 2013

Managing Director
SOLVOCHEM Tanzania Ltd,
P.O. BOX 10747
DAR ES SALAAM,
TANZANIA.

Dear Zeiad,

RE : PROPOSED MTWARA LIQUID BULK TERMINAL ON PLOT NO.1 PORT AREA
MTWARA, TANZANIA

Sub : Re-opening of the site

Please refer to our letters with ref AQ12/ SITE AUDITING/VOL.IX/29 dated 24th January 2013 and AQ12/ SITE AUDITING/VOL.IX/26 dated 21st January 2013 on the above captioned matter.

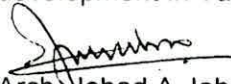
We acknowledge receipt of 50% of Tshs 30,821,440.00(Tshs 15,410,720.00), paid to Architects and Quantity Surveyors Registration Board and 50% of US\$ 21,800.00 (US\$ 10,900.00) paid to Engineers Registration Board on 28th January 2013, being first installments for contravening Act No 15 of 1997 and Act No.4 of 2010, as communicated to you vide our letter referred above.


We have also noted that you have engaged EPI Architects and Consultancy, Teknicon Ltd, Mecplan Consulting Engineers Ltd and Equa-Serve Ltd, to offer architectural, engineering and quantity surveying services to your project.

In view of the foregoing, the stop order issued on 13th December 2012 is hereby uplifted. Further, we wish to remind you to settle the second installments in two months from 28th January 2013, which is 27th March 2013.

The employed professionals are obliged to guide you in all matters of compliance with the laws governing construction industry, including preparing technical reports and registering the project with the relevant Boards.

Further, we advise you in future to consult the relevant authorities when procuring construction development in Tanzania, to avoid undue inconveniences to you.


Arch. Jehad A. Jehad
REGISTRAR - AQRB


Eng Steven Mlote
REGISTRAR - ERB

ALL CORRESPONDENCE SHOULD BE ADDRESSED TO THE REGISTRAR
OFFICES: 2ND FLOOR, TETEX HOUSE, PAMBA ROAD - DAR ES SALAAM

Copy: DIRECTOR GENERAL

TPA

P.O. BOX 9184

DAR ES SALAAM.

Copy: PORT MASTER

TPA

P.O. BOX 530

MTWARA.

31 January 2013

MUNICIPAL DIRECTOR

P.O. BOX 92

MTWARA.

Our Ref: SOLVO/SITE OPENING/VOL. I/001

RE: PROPOSED MTWARA LIQUID BULK TERMINAL ON PLOT NO. 01 PORT AREA MTWARA,
TANZANIA.

SUBJECT: REOPENING OF THE SITE

We wish to inform you that the Registration Board of the Architects and Quantity Surveyors and Engineers Registration Board of Tanzania has uplifted the stop order issued to Solvochem on 13th December 2012. (Copy of letter ref: No. AQ12/SITE AUDITING/VOL.IX/30 dated 29th January 2013 here with attached for your reference)

In this respect we kindly request you to UPLIFT your stop order (Amri ya kusimamisha ujenzi) reference No. MM/MC/P.2/10/175 dated 11th December 2012 to enable us to resume the activities at the site.

We anticipated your usual co operation.

Yours faithfully

SOLVOCHEM TANZANIA LIMITED



MANAGING DIRECTOR

MTWARA-MIKINDANI MUNICIPAL COUNCIL

Anuani ya Simu: MTWARA
Simu Nambari: 023-2333102
Fax Na: 023-2334256



Municipal Director
P.O. BOX. 92,
MTWARA.

Ref. No MM/MC/ F.2/27/42

1st February, 2013

SOLVOCHEM
TANZANIA LTD
PLOT 8
CHAZA CANE, OYSTERBAY
P.O. BOX 10747,
DAR ES SALAAM.

Sir/Madam,

RE: RE OPENING OF THE SITE

My Office acknowledges to receive your letter with the reference No. SOLVO/SITE OPENING/VOL.1/001 that dated 31st January 2013.

However the Mtwara-Mikindani Municipal Council has no objection on re-opening of the site namely PROPOSED MTWARA LIQUID BULK TERMINAL ON PLOT NO. 01 PORT AREA MTWARA.

Therefore I hereby declare that our Stop order (Amri ya kusimamisha ujenzi) with reference No MM/MC/P.2/10/175 dated 11th December 2012 is a abandoned.

Yours in building the Nation.

Flora Aloys
Ag. **MUNICIPAL DIRECTOR**
MTWARA-MIKINDANI

HALMASHAURI YA MANISPAA MTWARA-MIKINDANI
(Barua zote zindikiwe kwa Mikurugenzi wa Manispaa)

Mikurugenzi wa Manispaa
S.L.P 92,
MTWARA

11/12/2012



YAH; AMRI YA KUSIMAMISHA UJENZI

Kufuatia kudondoka kwa "Canopy" ikawa ni sehemu ya ujenzi unaoendelea kwenye eneo lako na kwa Mamlaka aliyopewa Mkurugenzi wa Manispaa ya Mtwara - Mhkimiani chini ya Sheria ya Senkadi za Mijaa (Mamlaka za Miji) Udhibiti wa maendeleo kijani ya mwaka 2008, Tangazo la Senkadi no. 243 pamoja na kanuni zake za mwaka 2008 "UNAMARIWA KUSIMAMISHA UJENZI HUSIKA WARA WOLA" na kuwasilisha Manispaa vielelezo vituatavyo

1. Kibali cha ujenzi (building Permit)
2. Taarifa zote zinazohusiana na ukaguzi wa jengo hata kwa hali
3. Taarifa zozote zinazohusiana na ujenzi uuo.

Amri hii ni ya siku moja (1) na hapo zikakwa hata kali wa kisheria zitachukuliwa zidi pako.

Nawasilisha

MTWARA-MIKINDANI
MANISPAA

Kumb. Na. MM/MC/P. 2/10/175

E-mail: mtwaramkandani@mtwara.go.tz

Fax Namba: 025-2333102

Simu namba: 255-23-2333102

Anuani ya Simu: MTWARA

Meneja wa Bandari,

Mamlaka ya Bandari (T)

MTWARA

S.L.P 530

HALMASHAURI YA MANISPAA MTWARA-MIKINDANI

(Barua zote zitumwe kwa Mkurugenzi wa Manispaa)

Anuani ya Simu: MTWARA

Simu Nambari: 023-2333102

Fax No. 0255-23-2334256

E-Mail: mtwaramikindani@yahoo.com

KUMB. NA. MM/MC/B.6/1221



Mkurugenzi wa Manispaa,

S. L. P 92,

MTWARA.

Tarehe. 24/02/2012

KANUNI ZA SERIKALI ZA MITAA (MAMLAKA ZA MIJI) (UDHIBITI MAENDELEO) YA 2008

KIBALI CHA UJENZI

(Chini ya Kanuni ya 124)

Kibali kinatolewa kwa M/S SOLVOCHEM (T) LTD

cha kujenga KITULO CHA

KUHIFADHIA SHEHENA YA ~~MATUNJA~~ MAFUTA (LIQUID BULK TERMINAL) KIWANJA
kwenye NA. 1, ENEO LA BANDARI (PORT AREA) MTWARA

na kwa masharti yote yaliyowekwa na kanuni hizi.

Mkurugenzi

MKURUGENZI WA MANISPAA

MKURUGENZI WA MANISPAA
HALMASHAURI YA MANISPAA
MTWARA/MIKINDANI

Given to John Dosty by 2F

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

1. Shareholders

	Nationality	Shareholding (%)
Tony Joseph Flouty	United Kingdom	50
Solvochem Holdings Ltd.	United Kingdom	50
.....
.....

2. Proposed Activities : To establish a project to manufacture Petrochemical Products

3. Sector: Manufacturing Subsector Petrochemical blending

4. Investment cost: Foreign USD 8m. Local - Total USD 8m.

5. Project Financing: Equity USD 3m. Loans USD 5m. Total USD 8m.

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

7. Assets to be invested:

	Foreign	Local	Total
Capital items:			
	<u>USD 8m.</u>	<u>USD -</u>	<u>USD 8m.</u>

8. Technology Agreement None

9. Date of TIC Registration: 9th July 2010

10. Implementation period July 2010 - June 2013

11. Operative date July 2013

12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
 - (i) Applicable Import Duty And VAT as per Customs Tariff Act, 1976 & VAT Act, 1976
 - (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  Ag. Executive Director

verified true copy
of the original
Signature *[Signature]*
Date 7/03/2012



00218526

For: Executive Director THE UNITED REPUBLIC OF TANZANIA
Tanzania Investment Centre

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

THIS CERTIFICATE REPLACES
THE PREVIOUS ONE NO.
060846 ISSUED ON
01/8/2011

AMENDMENT ON SECTION 3 &
CERTIFICATE NO. HAVE BEEN
EFFECTED

No: 042196

This is to certify that

SOLVOCHEM TANZANIA LIMITED

of address P.O. BOX 110211

DAR ES SALAAM

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

SOLVOCHEM TANZANIA LIMITED

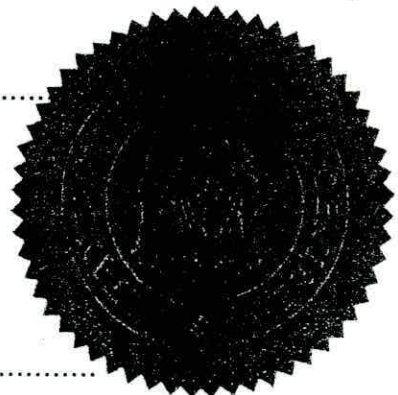
Which is located at MTWARA PORT

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

[Signature]
Ag. Executive Director

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

Dated 5TH MARCH 2012



5. PROBLEMS AND SOLUTIONS

FAILURE TO IMPLEMENT THE PROJECT IN TIME:-

We have tried to plan and implement the proposed project; however we are behind the time. They are on the high seas. We are now begging your good office to speed up the process of renewing Incentives Certificate for another year (Extension period) in order proceeds with our projects.

6. PROSPECT/ FURURE PLANS

-To expand the facilities for Manufacturing, chemical Storage Facilities and Logistics
(Supply

7. RECOMMENDATIONS AND COMMENTS:

The project is in its development/Constructing Chemical Storage Facilities; later will be Manufacturing and Logistics/Supply of petrochemical. Therefore we request the Renewing of the Certificate of Incentives for our progress project.

3. PROJECTS FINANCIAL EXPENDITURES TO DATE

(Fig. in USD \$.....)

Land/building	340,000
Plant/Machinery	234,000
Vehicles	40,000
Furniture&Fitting	-
Pre expenses	23,000
Others	-
Working Capital	38,000
TOTAL	675,000

4. PROJECT FINANCING

The proposed project of Constructing Chemical Storage facilities, Manufacturing, Logistics and supply of petrochemical products is financed by shareholders funds (own equity) and loan. The following are the shareholders with their shareholding structures percentage are:

1. Tony Joseph Flouty	United Kingdom	50%
2. Solvochem Holdings Ltd	United Kingdom	50%
	TOTAL	100%



PROGRESS REPORT

FOR PERIOD ENDING JUNE, 2013

1. PLANNED ACTIVITIES FOR THE PERIOD WERE

- Constructing chemical Storage facilities and related structures.
- Acquisition of building materials, importation of equipment and fittings for chemical storage project.

The proposed project when is completed will have chemical storage facilities, manufacturing of chemicals and Logistic supply of petrochemical products.

2. ACHIVEMENTS MADE ON THE PROJECTS IMPLEMENTATION TO DATE:-

- The Construction of the proposed project has started and it is at average level (look at pictures expression)
- In order for the Chemical Storage, Manufacturing and Logistics to be successful and at a lower cost the untendered project.

Tanzania Office:


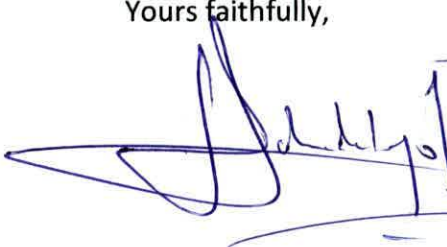
Plot 8,
Chaza Lane, Oysterbay
P.O. Box 10747
Dar es Salaam
Tanzania
T: +255 22 2664791/2/3
E: Tanzania@solvochem.com

Another area which delayed the process was Road construction along Bandari road in Mtwara. It was difficult for our construction trucks and equipments to loading and offloading within site. The going rains have also occasioned delays on ongoing work at the site.

With these few reasons we ask your good office to renew our TIC certificate for another period of two years to finalize our project.

I trust that you may find our enquiry worthy of further consideration and look forward to hearing from you at your earliest convenience.

Yours faithfully,



John Dorty

for Managing Director

John.dorty@solvochemgroup.com

TIC



SOLVOCHEM
TANZANIA LTD

14

18th April, 2013

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



Dear Sir,

Re: Renewing of Tanzania Investments Centre Certificate No.042196.

Please refer to the caption subject.

We Solvochem Tanzania Limited are based in Mtwara, We are an international petrochemical suppliers with bulk liquid storage capacity with terminals and offices in Europe, Middle East and Africa. We are in the process of construction a new terminal in Mtwara.

We were unable to complete the project in the stipulated time due to the following reasons there was delay occasioned by the importation process and formalities. Our main contractor was deleted from Contractors Registration Board (CRB) after one of the buildings under construction collapsed.(see attachment letter Boards and Mtwara municipal council). It has been very hard to find and engage other consultants to undertake the project and to engage another main contractor for the job. Up to these moments we are doing all scope work for rebuilding again.

Tanzania Office:

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www.solvochem.com

(13)

TICC/PP.10/042196/13

12/10/2012

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042196**

M/S Solvochem Tanzania Limited is a TIC registered company with certificate of incentives **No. 042196** which is valid up to **June 2013**

The company has been registered with objectives of establishing a project to manufacture Petrochemical Products.

Attached herewith please find a list of Capital/ Deemed Capital Goods for Duty and VAT remissions approval.

Yours sincerely

TANZANIA INVESTMENT CENTRE



Revocatus Arbogast

FOR: EXECUTIVE DIRECTOR

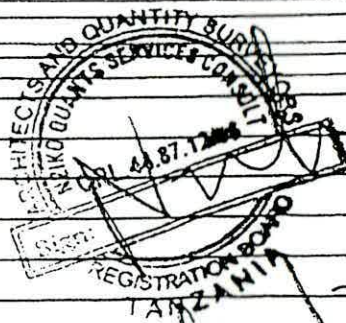
339	Battery for equipment of plant	no	24
340	Tyres for Trucks, loader, dumper etc	no	40
341	Lubricant oil	L	600
342	Electric welding rod	kg	2,000
343	Solid lubricant	Kg	50
344	Formwork oil	L	7,000
345	Oxygen	M3	2,433
346	Acetylene	M3	2,433
347	Worker protection gears	lot	1,500



Not approved

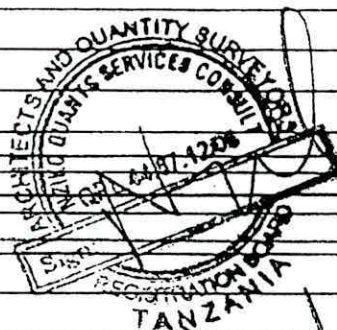
16/01/2012

296	Tipper lorry	no.	1
297	Concrete Batching Plant	set	1
298	Concrete Mixer 0.4M ³	no.	2
299	Lorry Mixer	no.	1
300	Sheep foot Roller	no.	1
301	Smooth wheeled roller	no.	1
302	Trailing concrete Pump	no.	1
303	Immersion or flat-plate Vibrator	no.	1
304	Concrete Pokers	no.	2
305	Water pumps	no.	2
306	Wheel Loader	no.	1
307	Reinforcing Steel Cutter	no.	1
308	Reinforcement bending machine	no.	1
309	Welding Machine	no.	1
310	Radial saw	no.	1
311	Multi functionla woodworking planer	no.	1
312	Portable electric plane	no.	1
313	Air Compressor	no.	1
314	Lathe	no.	1
315	Multifunctional Drill Press	no.	1
316	Fuel pumps machines	no.	1
316	Water level gauging equipment	no.	1
317	Accessory of Surveying Instrument	no.	1
318	Repairing Mobile Machinery Shop	lot.	1
319	Interphone	no.	1
320	Land cruser hard top	no.	1
321	4WD Nssan hardbody	no.	1
322	Vehicle (D/cab pickups),	no.	1
323	Vehicle (Prado),	no.	1
324	Vehicle S/cab pickups),	no.	1
325	Vehicle (4ton lorry),	no.	1
326	Vehicle (7ton lorry),	no.	1
327	Vehicle (15ton lorry),	no.	1
328	Water tanker	no.	4
329	Portable powersaw	no.	1
330	Automatic telephone sets	no.	2
331	Mobile phones	no.	10
332	Water tanks	no.	5
333	Radio communication Equipment and two base stations	no.	1
334	Vehicle mounted mobile receivers	no.	1
335	Boat (for carring materials and staff	no.	1
336	Hand held stations	no.	18
337	Hydrqaotic pressure	L	200
338	Filters	no.	24



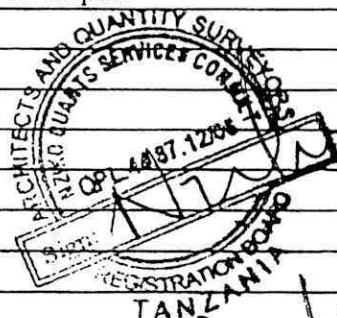
Handwritten signature and the word 'Approved' written vertically.

253	25mm ² amoured cable	m	300
254	185mm ² amoured cable	m	300
255	1.5mm ² - single red	roll	50
256	1.5mm ² - single black	roll	50
257	1.5mm ² - single green	roll	50
258	2.5mm ² - single red	roll	50
259	2.5mm ² -single black	roll	50
260	2.5mm ² - single green	roll	50
261	6mm ² - single red	m	100
262	6mm ² - single black	m	100
263	6mm ² - single green	m	100
264	10mm ² - single red	m	150
265	10mm ² - single black	m	150
266	10mm ² - single green	m	150
267	200mm heavy gauge pvc conduits	no	1,000
268	32mm heavy duty pvc pipes conduits	no	1,000
269	6" heavy duty pvc pipes	no	687
270	Deep petrice swithch box single	no	160
271	Deep petrice swithch box double	no	160
272	Round looping boxes	no	280
273	Round end boxes	no	160
274	Lightening Arrestor inclusive of copper plates, strips and eathing	no	88
275	Glass for glazing work with fitting & accessories	m ²	1,200
276	Electrical security fence	set	10
277	CCTV Camera	no	26
278	Alarm potable boxes	no	10
279	Computers	no	16
180	Security system equipment	no	16
281	Security light 1000Watts	no	50
282	Photocopy machine	no	3
283	Fax machine	no	2
284	Printers	no	3
285	Anti - Termite Treatment	m ²	1,404
286	Damp-proof membrane	m ²	1,404
287	Bulldozer	no.	1
288	Excavator	no.	1
289	Vibrating Roller (10 ton)	no.	1
290	Vibrating Roller (hand vibrating)	no.	1
291	Grader	no.	1
292	JCB 714 Single Axle Dumper (New)	no.	1
293	Air Compressor	no.	1
294	Water Sprinkler Truck	no.	1
295	Wheeled Crane	no.	1

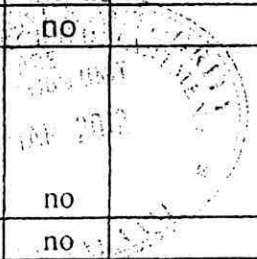
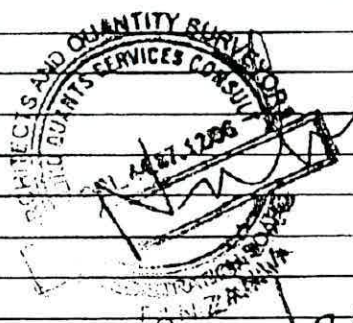


Handwritten notes and signatures: '26/01/2012' and 'D. M. M. M.' are visible over the stamp and table rows.

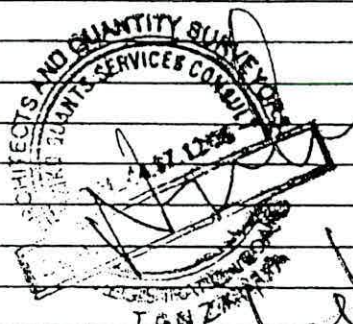
215	100Amp 4way TPN, MCB distribution board including 3Mcb's of 60A (TNP) and ne blanked out for future - Mains	no	3
216	60 AMp 6 way TNP, MCB distribution board including 6 SPN, MCB of 15A, 4SPN of 5A and 4 SPN, MCB of 30A	no	6
217	200 Amp 9way Tpn, Mcb distribution board ncluding 6 number 35A Tpn Mcb's and other blanked out.	no	3
218	300 A, Lv motor control centre including direct online starter, panel with indicator lights for 10 pumps with extra blanked for pump room	no	3
219	60A way Tpn, Mcb distribution board including 1 no. 30A Tpn Mcb, 3 no. 5A Sp and 3 no. 30A Sp Mcb's and other blaned out for warehouse	no	3
220	Halogen street lighting inclusive of poles 200w	no	320
221	70 lcx 15 Kva photocell kit	no	36
223	Stricke detectors	no	250
224	Break glass fire alarm emergency switch	no	120
225	Fire alarm including backup power and bells	no	60
226	Weather proof 500w halogen flood lightng including mounting	no	56
227	Flame proof 200w halogen flood lighting	no	56
228	20Amp double poles switch as thorn - flood light switch	no	12
229	45A cooker unit as thorn	no	3
230	56" 3 blade ceiling fan and regulator as orient	no	16
231	60w screw neck spherical fitting	no	60
232	1 x 1200 flourescent fitting with prismatic diffuser	no	99
233	5A 2way 1 gang switch as chipset	no	25
234	Ditto 2 gang switch as chipset	no	28
235	Ditto 3 gang switch as chipset	no	28
236	White moulded 13A socket outlet as chipset - single	no	30
237	White moulded 15A socket outlet as chipset	no	30
238	White moulded double socket 13A as chipset	no	100
239	Tv Aerial cable outlet as chipset	no	12
240	Data outlet as chipset	no	90
241	70 Inx 15Kva photocell kit	no	36
242	100A cable loop in box	no	30
243	Weather proof bulkhead fitting	no	35
244	1800 BTU splite air conditioner	no	16
245	24000 BTU splite air conditioner	no	16
246	AVS 30Amp solatek surge guard	no	22
247	300mm ² - 4 core Armoured cable	m	300
248	50mm ² - 4 core Armoured cable	m	300
249	10mm ² - 4 core Armoured cable	m	300
250	4mm ² - 2 core Armoured cable	m	500
251	2.5mm ² - 2 core Armoured cable	m	500
252	16mm ² armoured cable	m	300



175	Ø 8" x 90° Tee	no	18
176	Ø 8" Y-Type Strainer	no	18
177	Ø 4" x 90° Bends	no	36
178	Ø 4" x 2 1/2" Tee	no	42
179	Ø 2 1/2" Hydrants	no	58
180	Ø 2 1/2" Hydrant Nozzles	no	58
181	Ø 2 1/2" Hose Coupling	no	18
182	Ø 2 1/2" x 30m Fire Hose	no	74
183	Ø 2 1/2" x 90° Elbows	no	106
184	Ø 2 1/2" Sockets	no	106
185	Ø 2 1/2" x 90° Tee	no	18
186	M20 Hts Bolts, Nuts & Washers	no	1,000
187	M12 Hts Bolts, Nuts & Washers	no	1,000
188	Ø 1/4" Tank Cooling Sprinkler Jets	no	58
189	Ø 1/4" Loading Gantry Sprinkler Jets	no	31
190	Ø 1/4" Nozzle Room Sprinkler Jets	no	28
191	Ø 3/4" Sprinkler Jets	no	78
192	Ø 3/4" Hose Reels	no	28
193	Ø 3/4" Nipples, Gt Vlv & Union	no	28
194	9 Kg CO2 Portable Extinguisher	no	33
195	9 Kg Foam Portable Extinguisher	no	33
196	9 Kg Dry Powder Portable Extinguisher	no	33
197	9 Kg Water Portable Extinguisher	no	33
198	Fire Blankets	no	120
199	Sand Buckets	no	98
200	Electrical Fire Pump	no	20
201	Diesel Fire Pump	no	18
202	Ø 3" GI Pipe Class C	no	1,666
203	Ø 8" x 6" Reducer	no	22
204	Ø 3" Foam Pourer	no	42
205	Ø 3" Gate Valves	no	42
206	Ø 3" x 45° Bends	no	44
207	Ø 6" x 90° Bend	no	18
208	Ø 6" Deluge Foam System with Alarm	no	12
209	Flame Detector	no	48
210	Foam tank and Related Piping	no	6
211	2500 AMP 4 way tripple pole with neutral MCB distribution board including bus bar, panel, 1 MCB (TPN) of 200A, 1 MCB (TPN) of 150A and 2 MCB's (TPN) of 100A (DB)	no	3
212	1600 Kva Transformer	no	3
213	Power generator 120kw, 80kw, 30kw, 20kw	no	8
214	Automatics change over switch in panel (2500AMP)	no	2

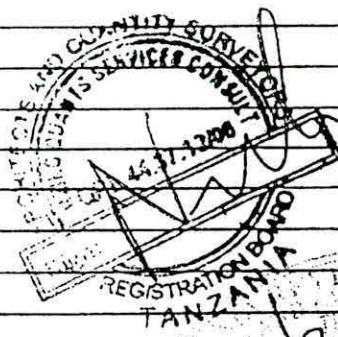


131	Ø 3" Flanges	no	360
132	Ø 3" Aluminium Couplings	no	120
133	M18 Hts Bolts, Nuts & Washers	no	1,500
134	Pressure Indicator	no	60
135	Ø 6" x 3" Reducing Tee	no	18
136	Ø 3" Sockets	no	32
137	Ø 3" Non Return Valve (Foot Vlv)	no	21
138	Ø 2" GI Pipes Class C - Vents	m	316
139	Ø 3" Black Pipes Class C - Sounding	m	82
140	Ø 3" Cap	no	18
141	Ø 2" x 90° Elbows	no	88
142	Ø 2" Sockets	no	298
143	Ø 2" Unions	no	22
144	M16 Hts Bolts, Nuts & Washers	no	1,505
145	Ø 3" x 12m long Flexible Hose	no	118
146	Product Delivery Pumps - Gantry	no	16
147	Slops / Bullets Discharge Pumps	no	12
148	Drum Filling Delivery Pumps	no	12
149	Ø 3" Flanges for Pumps	no	48
150	Ø 3" Aluminium Couplings	no	29
151	Resincoat IT5 roffing sheet	m2	2,380
152	Ø 3" Sched. 40 Pipe	m	232
153	Ø 2" Flanges	no	18
154	Ø 3" x 2" Reducer	no	18
155	Drum Filling Equipment - 100 drums / hr	no	18
156	Wooden Pallets - 1200 x 1200	no	100
157	Ø 3" Top Loading Arms	no	18
158	Ø 3" Y-Type Strainer	no	18
159	Ø 3" Fitting Flow Metres	no	18
160	M14 Hts Bolts, Nuts & Washers	no	1,320
161	Ø 8" Black Pipe Class C	m	232
162	Ø 6" GI Pipe Class C	m	989
163	Ø 4" GI Pipe Class C	m	760
164	Ø 2 1/2" GI Pipe	m	989
165	Ø 3/4" GI Pipe	m	168
166	Ø 2 1/2" Gate Valves	no	26
167	Ø 2 1/2" Flanges	no	20
168	Ø 4" Blind Flanges	no	18
169	Ø 4" Gate Valve	no	18
170	Ø 8" Gate Valve	no	27
171	Ø 8" x 6" Reducing Tee	no	18
172	Ø 6" x 4" Reducing Tee	no	18
173	Ø 8" Flanges (w.o.)	no	22
174	Ø 4" Flanges (w.o.)	no	22



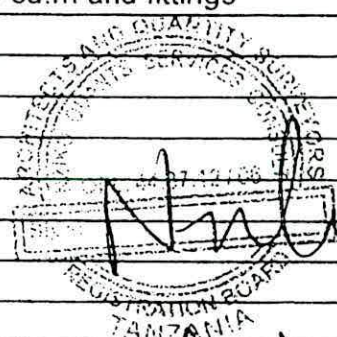
Handwritten notes and signatures, including 'Approved' and a date '16/02/2012'.

88	M 20 Hts Bolts, Nuts & Washers	no	932
89	Pipe Line paint	m ²	4,415
90	Pipe Wrapping materials	m ²	760
91	Ø 3" Schd 40 Line Pipe	m	3,208
92	Ø 3" Gate Valve (w.o.)	no	13
93	Ø 3" Chk Valve (w.o.)	no	16
94	Ø 3" Flanges (w.o.)	no	24
95	Ø 3" x 90° Bends	no	344
96	Ø 3" x 45° Bends	no	188
97	Ø 3" x 30° Bends	no	105
98	Ø 3" Blind Flanges	no	19
99	IT4 Aluminium sheets	m ²	76,790
100	J Bolts	kg	3,000
101	200mm x 500mm gutter in 2mm plate	m	295
102	225mm x 25mm x 4mm fascia board plate	m	330
103	Bitumen	Litres	71,000
104	Earthing Bosses	nr	34
105	8mm thick bottom plates	m ²	2,315
106	10mm thick annular plate	m ²	950
107	6mm thick Shell plate	m ²	19,200
108	Structural steel (staircase)	m	2,690
109	Jotamastic paint (Different Types)	Litres	89,055
110	Pv Valves to specifications	no	82
111	Ø 6" Gate Valve	no	89
112	Ø 6" Chk Valve	no	79
113	Ø 1" Drain	no	56
114	Ø 1" Gate Valve (Threaded)	no	24
115	Ø 6" Globe Valve	no	42
116	Ø 3" Globe Valve	no	18
117	Ø 3" Chk Valve	no	19
118	Ø 1" Gate Valve Flanged	no	22
119	Ø 1" Flanges (w.o.)	no	58
120	Ø 1" Vent	no	18
121	Ø ½" Gate Valve (Threaded)	no	18
122	Ø ½" Pressure Relieve Valve	no	18
123	Ø 10" x 8" Ecc. Reducer	no	20
124	Ø 8" x 6" Ecc. Reducer	no	20
125	Ø 6" x 3" Ecc. Reducer	no	18
126	Ø 6" Y-Type Strainer	no	18
127	Ø 10" Y-Type Strainer	no	18
128	Ø 1" Weldolets	no	20
129	M 14 Hts Bolts, Nuts & Washers	no	120
130	Ø 3" Gate Valve	no	120



Approved

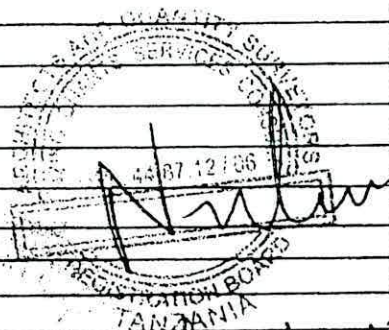
44	Marine plywood 12mm	no	1,500
45	Marine plywood 18mm	no	2,000
46	Nails	Ton	5
47	Concrete Nails (various sizes)	Ton	3
48	Lime	Bags	99
49	Tiles grout	Bags	100
50	Gypsum boards (various sizes)	no	220
51	Floor tiles (various sizes)	no	2,000
52	Wall tiles (various sizes)	Rm	900
53	Tiles borders	Rm	250
54	Tiles skirting	Rm	1,000
55	Doors (various Materials)	no	44
56	Door locks	no	44
57	Door hinges	no	88
58	Aluminium or UPVC window	M2	1,420
59	Emulsion paints	Litres	200
60	Wall primer	Litres	200
61	Weatherguard paints	Litres	300
62	Silk vinyl pants	Litres	300
63	Oil paints	Litres	300
64	Sanitary fixtures (various)	no	150
65	Hatch covers	M ²	5,200
66	G.I Pipes (assorted sizes)	m	2,500
67	Roofing sheets	M ²	5,400
68	Bolt and nuts	kg	200
69	scaffold (dia 50mm)	Ton	160
70	fastener to scaffold	no	3,000
71	Roofing tiles	M ²	5,600
72	Ironsheets ✓	M ²	4,500
73	Structural steel (staircase) ✓	m	1,690
74	Pressed steel water tank capacity 30 cu.m and fittings	no	7
75	Ø 6" Schd 40 Line Pipe	m	2,312
76	Ø 6" Gate Valve (w.o.)	no	10
77	Ø 6" Chk Valve (w.o.)	no	10
78	Ø 6" Flanges (w.o.)	no	202
79	0 - 20 Bar Pressure gauge	no	22
80	Ø 6" x 90° Bends	no	89
81	Ø 6" x 45° Bends	no	26
82	Ø 6" x 30° Bends	no	21
83	Ø 6" x 90° Tee	no	29
84	Ø 6" Blind Flanges	no	19
85	Ø 1" x 90° Weldolet - Inspection Pt	no	12
86	Ø 1" Gate Valve - Inspection Pt	no	12
87	3 mm gasket	m ²	99



16/01/2012
 Approved

SOLVOCHEM TANZANIA LTD
MTWARA LIQUID BULK TERMINAL, TANZANIA
MASTER LIST FOR PROCUREMENT OF MATERIALS

Item	Description	unit	Quantity
1	Cement	Ton	3,000
2	Aggregate(10-20mm)	M ³	3,500
3	sand	M ³	10,000
4	Treated Timber (various sizes)	M ³	38,000
5	Motor brick 150x200x400	No.	200,000
6	Stones or Hardcore	M ³	100,000
7	Chippings	m3	3,500
8	PVC (various sizes)	Rm	12,000
9	Concrete pipes (various sizes)	m	4,500
10	Wire Mesh (BRC)	M2	3,000
11	Wire Mesh	M2	4,000
12	Binding wire	kg	3,500
13	I Beams (various sizes)	Ton	33
14	Angles (various Sizes)	Ton	33
15	SHS (various Sizes)	Ton	33
16	RHS (various sizes)	Ton	33
17	CHS (various sizes)	Ton	33
18	Z - Purlins ✓ <i>1.5</i>	Ton	5
19	Tubes (various sizes)	Nos	3
20	Flat Bars (various sizes)	Ton	5
21	Z-Sections (various sizes)	Ton	3
22	Hexagon Bars (various sizes)	Ton	3
23	Alloy Steel bars (various sizes)	Ton	3
24	Square bars (various sizes)	Ton	5
25	Hot rolled channels (various sizes)	Ton	3
26	Shafting bars (various sizes)	Ton	3
27	Universal columns (various sizes)	Ton	3
28	Mild steel round bars (various sizes)		
29	8 mm	Ton	150
30	10 mm	Ton	150
31	12 mm	Ton	200
32	16 mm	Ton	300
33	20 mm	Ton	300
34	25 mm	Ton	300
35	High Tensile		
36	8 mm	Ton	150
37	10 mm	Ton	200
38	12 mm	Ton	200
39	16 mm	Ton	200
40	20 mm	Ton	350
41	25 mm	Ton	350
42	32 mm	Ton	350
43	Metal Doors and rubber door stopper	no	10



16/01/2017
SKR
Approved



TANZANIA REVENUE AUTHORITY

TRA/CE/C/P20/8/2016

14.03.2012

✓ The Managing Director,
Solvochem Tanzania Limited,
P. O. Box 110211,
Dar es Salaam

Dear Sir,

**RE: DUTY/VAT EXEMPTION ON CAPITAL/DEEMED CAPITAL GOODS-
CERTIFICATE OF INCENTIVES NO 042196 OF 05.03.2012**

We are writing in response to your letter dated 07.03.2012 as supported by the letter TICC/PP.10/042196/11 of 07/03/2012 from Tanzania Investment Centre regarding the captioned subject.

We hereby approve and submit Nine -page list of deemed capital goods for facilitation of your project with Certificate of Incentives mentioned above. It should be noted however that, other item in your list could not be approved because are not among allowable items in your project. Please further note that, the vehicles are approved on understanding that are of age less than ten years from the year of manufacture.

The approved goods will be subject to 0% import duty and VAT relief under the 3rd Schedule to the VAT Act, Cap 148. You will however be requested to complete VAT forms 224 and submit the same to the Commissioner for Customs and Excise for all imported items before clearance through customs; For locally procured items the completed VAT form 224 should be submitted to the commissioner for Domestic Revenue.

Sincerely Yours,

Godfrey Kitundu

For: Commissioner for Customs and Excise

RS/

c.c. Manager - Customs Service centre,
c.c. Manager – Mtwara,
c.c. Manager – Tax exemption,
c.c. Executive Director,
Tanzania Investment Centre,
P. O. Box 938,
Dar es Salaam,

**ISO 9001:2008 Certified
CUSTOMS & EXCISE DEPARTMENT**

Sokoine Drive, P.O. Box 9053, Dar es Salaam, Tanzania
Tel: 255-22-2117765 or 255-22-2127783/4/6/8 Fax: 255-22-2138878/2135193

CTIN.: 0966630

ISO 9001:2000 Certified



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

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

THIS IS TO CERTIFY THAT

SOLVOCHEM TANZANIA LIMITED

.....

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

108-785-276

.....

with effect from 03-09-2009

.....

SOLVOCHEM TANZANIA LIMITED

P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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 (%)
Tony Joseph Flouty	United Kingdom	50
Solvochem Holdings Ltd.	United Kingdom	50
2. Proposed Activities: To establish a project to manufacture Petrochemical Products
3. Sector: Manufacturing Subsector: Petrochemical blending
4. Investment cost: Foreign USD 8m. Local - Total USD 8m.
5. Project Financing:
Equity: USD 3m. Loans: USD 5m. Total: USD 8m.
6. Source, terms and conditions of loan:
7. Assets to be invested:

Capital items:	Foreign	Local	Total
	<u>USD 8m.</u>	<u>USD -</u>	<u>USD 8m.</u>
8. Technology Agreement: None
9. Date of TIC Registration: 9th July 2010
10. Implementation period: July 2010 - June 2013
11. Operative date: July 2013
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
 - (i) Applicable Import Duty And VAT as per Customs Tariff Act, 1976 & VAT Act, 1976
 - (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 
Ag. Executive Director

Verified True Copy
of the Original
Signature: [Signature]
Date: 7/03/2012



00218526

For: Executive Director
Tanzania Investment Centre THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

THIS CERTIFICATE REPLACES
THE PREVIOUS ONE NO.
060846 ISSUED ON
01/8/2011

(Section 17 of the Tanzania Investment Act, 1997)

AMENDMENT ON SECTION 3 &
CERTIFICATE NO. HAVE BEEN
EFFECTED

No: 042196

This is to certify that

SOLVOCHEM TANZANIA LIMITED

of address P.O. BOX 110211

DAR ES SALAAM

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

SOLVOCHEM TANZANIA LIMITED

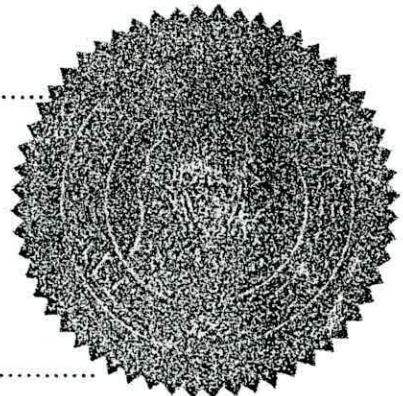
Which is located at MTWARA PORT

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

Ag. Executive Director

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

Dated 5TH MARCH 2012



Tic



SOLVOCHEM
TANZANIA LTD

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Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

12/10/2012

UFS
Executive Director,
Tanzania Investment Centre,
P.O. BOX 938
DAR ES SALAAM



Dear Sir,

**RE: DUTY/ VAT EXEMPTION ON THE CAPITAL/ DEEMED CAPITAL
GOODS – CERTIFICATE OF INCENTIVES NO: 042196
(ADDITIONAL LIST)**

We acknowledge receipt of Exemption Letter vide Ref No: TRA/CE/C/P.20/2016 of 14th March, 2012 regarding above Captioned subject.

We are now submitting the additional materials for Petrochemical products tank fabrication works.

Attached herewith please find a list of Capital/ deemed Capital Goods, above mentioned approved list and TIN for Duty/ VAT exemption approval.

Yours sincerely

for

Z.J Flouty
Managing Director



Tanzania Office:

Plot 895,
Mrikao Road, Masaki,
Dar-es-Salaam
T. + 255 (0) 767 922 933
F. + 255 (0) 61 44 05 867
E. Tanzania@solvochem.com

www.solvochem.com

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TICC/PP.10/042196/11

07/03/2012

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042196**

M/S Solvochem Tanzania Limited is a TIC registered company with certificate of incentives **No. 042196** which is valid up to **June 2013**

The company has been registered with objectives of establishing a project to manufacture Petrochemical Products.

Attached herewith please find a list of Capital/ Deemed Capital Goods for Duty and VAT remissions approval.

Yours sincerely

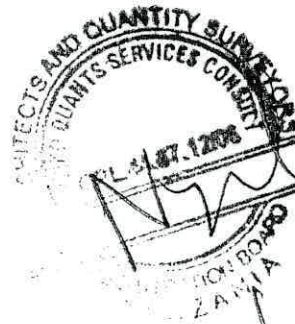
TANZANIA INVESTMENT CENTRE



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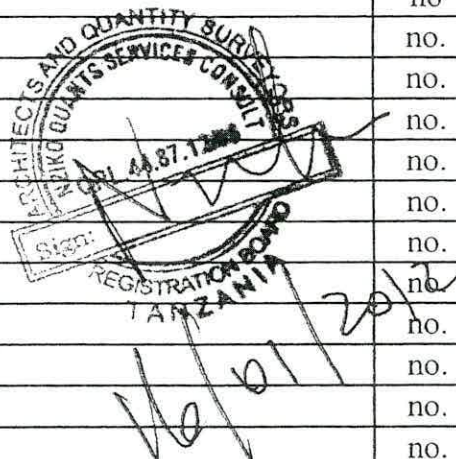
FOR: EXECUTIVE DIRECTOR

339	Battery for equipment or plant	no	24
340	Tyres for Trucks, loader, dumper etc	no	40
341	Lubricant oil	L	600
342	Electric welding rod	kg	2,000
343	Solid lubricant	Kg	50
344	Formwork oil	L	7,000
345	Oxygen	M3	2,433
346	Acetylene	M3	2,433
347	Worker protection gears	lot	1,500

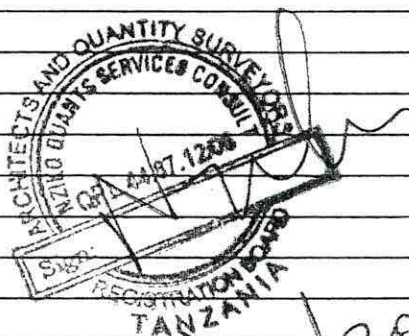


16/01/2012

296	Tipper lorry	no.	1
297	Concrete Batching Plant	set	1
298	Concrete Mixer 0.4M ³	no.	2
299	Lorry Mixer	no.	1
300	Sheep foot Roller	no.	1
301	Smooth wheeled roller	no.	1
302	Trailing concrete Pump	no.	1
303	Immersion or flat-plate Vibrator	no.	1
304	Concrete Pokers	no.	2
305	Water pumps	no.	2
306	Wheel Loader	no.	1
307	Reinforcing Steel Cutter	no.	1
308	Reinforcement bending machine	no.	1
309	Welding Machine	no.	1
310	Radial saw	no.	1
311	Multi functionla woodworking planer	no.	1
312	Portable electric plane	no.	1
313	Air Compressor	no.	1
314	Lathe	no.	1
315	Multifunctional Drill Press	no.	1
316	Fuel pumps machines	no.	1
316	Water level gauging equipment	no.	1
317	Accessory of Surveying Instrument	no.	1
318	Repairing Mobile Machinery Shop	lot.	1
319	Interphone	no.	1
320	Land cruser hard top	no.	1
321	4WD Nssan hardbody	no	1
322	Vehicle (D/cab pickups),	no.	1
323	Vehicle (Prado),	no.	1
324	Vehicle S/cab pickups),	no.	1
325	Vehicle (4ton lorry),	no.	1
326	Vehicle (7ton lorry),	no.	1
327	Vehicle (15ton lorry),	no.	1
328	Water tanker	no.	4
329	Portable powersaw	no.	1
330	Automatic telephone sets	no.	2
331	Mobile phones	no.	10
332	Water tanks	no.	5
333	Radio commuinction Equipment and two base stations	no.	1
334	Vehicle mounted mobile receivers	no.	1
335	Boat (for carring materials and staff	no	1
336	Hand held stations	no	18
337	Hydrqaulic pressure	L	200
338	Filters	no	24

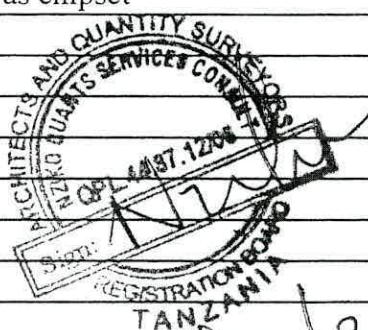


253	25mm2 amoured cable	m	300
254	185mm2 amoured cable	m	300
255	1.5mm2 - single red	roll	50
256	1.5mm2 - single black	roll	50
257	1.5mm2 - single green	roll	50
258	2.5mm2 - single red	roll	50
259	2.5mm2 -single black	roll	50
260	2.5mm2 - single green	roll	50
261	6mm2 - single red	m	100
262	6mm2 - single black	m	100
263	6mm2 - single green	m	100
264	10mm2 - single red	m	150
265	10mm2 - single black	m	150
266	10mm2 - single green	m	150
267	200mm heavy gauge pvc conduits	no	1,000
268	32mm heavy duty pvc pipes conduits	no	1,000
269	6" heavy duty pvc pipes	no	687
270	Deep petrice swithch box single	no	160
271	Deep petrice swithch box double	no	160
272	Round looping boxes	no	280
273	Round end boxes	no	160
274	Lightening Arrestor inclusive of copper plates, strips and eathing	no	88
275	Glass for glazing work with fitting & accessories	m2	1,200
276	Electrical security fence	set	10
277	CCTV Camera	no	26
278	Alarm potable boxes	no	10
279	Computers	no	16
180	Security system equipment	no	16
281	Security light 1000Watts	no	50
282	Photocopy machine	no	3
283	Fax machine	no	2
284	Printers	no	3
285	Anti - Termite Treatment	m2	1,404
286	Damp-proof membrane	m2	1,404
287	Bulldozer	no.	1
288	Excavator	no.	1
289	Vibrating Roller (10 ton)	no.	1
290	Vibrating Roller (hand vibrating)	no.	1
291	Grader	no.	1
292	JCB 714 Single Axle Dumper (New)	no.	1
293	Air Compressor	no.	1
294	Water Sprinkler Truck	no.	1
295	Wheeled Crane	no.	1

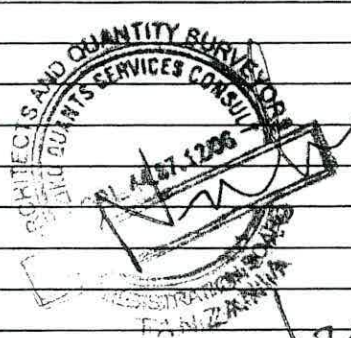


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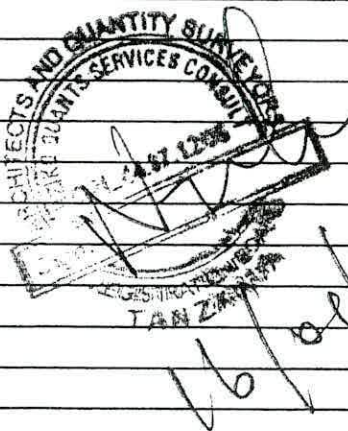
215	100Amp 4way TPN, MCB distribution board including 3Mcb's of 60A (TNP) and ne blanked out for future - Mains	no	3
216	60 AMP 6 way TNP, MCB distribution board including 6 SPN, MCB of 15A, 4SPN of 5A and 4 SPN, MCB of 30A	no	6
217	200 Amp 9way Tpn, Mcb distribution board ncluding 6 number 35A Tpn Mcb's and other blanked out.	no	3
218	300 A, Lv motor control centre including direct online starter, panel with indicator lights for 10 pumps with extra blanked for pump room	no	3
219	60A way Tpn, Mcb distribution board including 1 no. 30A Tpn Mcb, 3 no. 5A Sp and 3 no. 30A Sp Mcb's and other blaned out for warehouse	no	3
220	Halogen street lighting inclusive of poles 200w	no	320
221	70 Iex 15 Kva photocell kit	no	36
223	Stricke detectors	no	250
224	Break glass fire alarm emergency switch	no	120
225	Fire alarm including backup power and bells	no	60
226	Weather proof 500w halogen flood lightng including mounting	no	56
227	Flame proof 200w halogen flood lighting	no	56
228	20Amp double poles switch as thorn - flood light switch	no	12
229	45A cooker unit as thorn	no	3
230	56" 3 blade ceiling fan and regulator as orient	no	16
231	60w screw neck spherical fitting	no	60
232	1 x 1200 flourescent fitting with prismatic diffuser	no	99
233	5A 2way 1 gang switch as chipset	no	25
234	Ditto 2 gang switch as chipset	no	28
235	Ditto 3 gang switch as chipset	no	28
236	White moulded 13A socket outlet as chipset - single	no	30
237	White moulded 15A socket outlet as chipset	no	30
238	White moulded double socket 13A as chipset	no	100
239	Tv Aerial cable outlet as chipset	no	12
240	Data outlet as chipset	no	90
241	70 Inx 15Kva photocell kit	no	12
242	100A cable loop in box	no	30
243	Weather proof bulkhead fitting	no	35
244	1800 BTU splite air conditioner	no	16
245	24000 BTU splite air conditioner	no	16
246	AVS 30Amp solatek surge guard	no	22
247	300mm ² - 4 core Armoured cable	m	300
248	50mm ² - 4 core Armoured cable	m	300
249	10mm ² - 4 core Armoured cable	m	300
250	4mm ² - 2 core Armoured cable	m	500
251	2.5mm ² - 2 core Armoured cable	m	500
252	16mm ² armoured cable	m	300



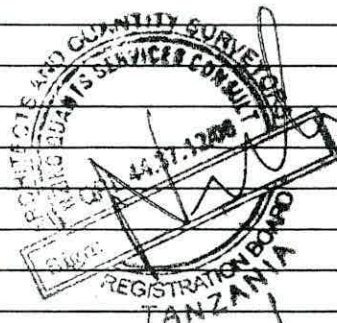
175	Ø 8" x 90° Tee	no	18
176	Ø 8" Y-Type Strainer	no	18
177	Ø 4" x 90° Bends	no	36
178	Ø 4" x 2 1/2" Tee	no	42
179	Ø 2 1/2" Hydrants	no	58
180	Ø 2 1/2" Hydrant Nozzles	no	58
181	Ø 2 1/2" Hose Coupling	no	18
182	Ø 2 1/2" x 30m Fire Hose	no	74
183	Ø 2 1/2" x 90° Elbows	no	106
184	Ø 2 1/2" Sockets	no	106
185	Ø 2 1/2" x 90° Tee	no	18
186	M20 Hts Bolts, Nuts & Washers	no	1,000
187	M12 Hts Bolts, Nuts & Washers	no	1,000
188	Ø 1/4" Tank Cooling Sprinkler Jets	no	58
189	Ø 1/4" Loading Gantry Sprinkler Jets	no	31
190	Ø 1/4" Nozzle Room Sprinkler Jets	no	28
191	Ø 3/4" Sprinkler Jets	no	78
192	Ø 3/4" Hose Reels	no	28
193	Ø 3/4" Nipples, Gt Vlv & Union	no	28
194	9 Kg CO2 Portable Extinguisher	no	33
195	9 Kg Foam Portable Extinguisher	no	33
196	9 Kg Dry Powder Portable Extinguisher	no	33
197	9 Kg Water Portable Extinguisher	no	33
198	Fire Blankets	no	120
199	Sand Buckets	no	98
200	Electrical Fire Pump	no	20
201	Diesel Fire Pump	no	18
202	Ø 3" GI Pipe Class C	no	1,666
203	Ø 8" x 6" Reducer	no	22
204	Ø3" Foam Pourer	no	42
205	Ø 3" Gate Valves	no	42
206	Ø 3" x45° Bends	no	44
207	Ø 6" x 90° Bend	no	18
208	Ø 6" Deluge Foam System with Alarm	no	12
209	Flame Detector	no	48
210	Foam tank and Related Piping	no	6
211	2500 AMP 4 way tripple pole with neutral MCB distribution board including bus bar, panel, 1MCB (TPN) of 200A, 1MCB (TPN) of 150A and 2 MCB's (TPN) of 100A (DB)	no	3
212	1600 Kva Transformer	no	3
213	Power generator 120kw, 80kw, 30kw, 20kw	no	8
214	Automatics change over switch in panel (2500AMP)	no	2



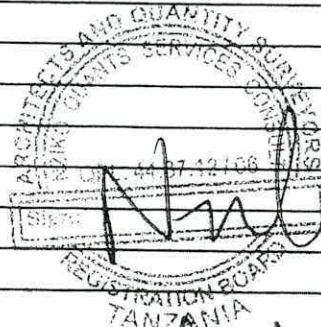
131	Ø 3" Flanges	no	360
132	Ø 3" Aluminium Couplings	no	120
133	M18 Hts Bolts, Nuts & Washers	no	1,500
134	Pressure Indicator	no	60
135	Ø 6" x 3" Reducing Tee	no	18
136	Ø 3" Sockets	no	32
137	Ø 3" Non Return Valve (Foot Vlv)	no	21
138	Ø 2" GI Pipes Class C - Vents	m	316
139	Ø 3" Black Pipes Class C - Sounding	m	82
140	Ø 3" Cap	no	18
141	Ø 2" x 90° Elbows	no	88
142	Ø 2" Sockets	no	298
143	Ø 2" Unions	no	22
144	M16 Hts Bolts, Nuts & Washers	no	1,505
145	Ø 3" x 12m long Flexible Hose	no	118
146	Product Delivery Pumps - Gantry	no	16
147	Slops / Bullets Discharge Pumps	no	12
148	Drum Filling Delivery Pumps	no	12
149	Ø 3" Flanges for Pumps	no	48
150	Ø 3" Aluminium Couplings	no	29
151	Resincoat IT5 roffing sheet	m2	2,380
152	Ø 3" Sched. 40 Pipe	m	232
153	Ø 2" Flanges	no	18
154	Ø 3" x 2" Reducer	no	18
155	Drum Filling Equipment - 100 drums / hr	no	18
156	Wooden Pallets - 1200 x 1200	no	100
157	Ø 3" Top Loading Arms	no	18
158	Ø 3"Y-Type Strainer	no	18
159	Ø 3" Fitting Flow Metres	no	18
160	M14 Hts Bolts, Nuts & Washers	no	1,320
161	Ø 8" Black Pipe Class C	m	232
162	Ø 6" GI Pipe Class C	m	989
163	Ø 4" GI Pipe Class C	m	760
164	Ø 2 1/2" GI Pipe	m	989
165	Ø 3/4" GI Pipe	m	168
166	Ø 2 1/2" Gate Valves	no	26
167	Ø 2 1/2" Flanges	no	20
168	Ø 4" Blind Flanges	no	18
169	Ø 4" Gate Valve	no	18
170	Ø 8" Gate Valve	no	27
171	Ø 8" x 6" Reducing Tee	no	18
172	Ø 6" x 4" Reducing Tee	no	18
173	Ø 8" Flanges (w.o.)	no	22
174	Ø 4" Flanges (w.o.)	no	22



88	M 20 Hts Bolts, Nuts & Washers	no	932
89	Pipe Line paint	m ²	4,415
90	Pipe Wrapping materials	m ²	760
91	Ø 3" Schd 40 Line Pipe	m	3,208
92	Ø 3" Gate Valve (w.o.)	no	13
93	Ø 3" Chk Valve (w.o.)	no	16
94	Ø 3" Flanges (w.o.)	no	24
95	Ø 3" x 90° Bends	no	344
96	Ø 3" x 45° Bends	no	188
97	Ø 3" x 30° Bends	no	105
98	Ø 3" Blind Flanges	no	19
99	IT4 Aluminium sheets	m ²	76,790
100	J Bolts	kg	3,000
101	200mm x 500mm gutter in 2mm plate	m	295
102	225mm x 25mm x 4mm fascia board plate	m	330
103	Bitumen	Litres	71,000
104	Earthing Bosses	nr	34
105	8mm thick bottom plates	m ²	2,315
106	10mm thick annular plate	m ²	950
107	6mm thick Shell plate	m ²	19,200
108	Structural steel (staircase)	m	2,690
109	Jotamastic paint (Different Types)	Litres	89,055
110	Pv Valves to specifications	no	82
111	Ø 6" Gate Valve	no	89
112	Ø 6" Chk Valve	no	79
113	Ø 1" Drain	no	56
114	Ø 1" Gate Valve (Threaded)	no	24
115	Ø 6" Globe Valve	no	42
116	Ø 3" Globe Valve	no	18
117	Ø 3" Chk Valve	no	19
118	Ø 1" Gate Valve Flanged	no	22
119	Ø 1" Flanges (w.o.)	no	58
120	Ø 1" Vent	no	18
121	Ø ½" Gate Valve (Threaded)	no	18
122	Ø ½" Pressure Relieve Valve	no	18
123	Ø 10" x 8" Ecc. Reducer	no	20
124	Ø 8" x 6" Ecc. Reducer	no	20
125	Ø 6" x 3" Ecc. Reducer	no	18
126	Ø 6" Y-Type Strainer	no	18
127	Ø 10" Y-Type Strainer	no	18
128	Ø 1" Weldolets	no	20
129	M 14 Hts Bolts, Nuts & Washers	no	120
130	Ø 3" Gate Valve	no	120



44	Marine plywood 12mm	no	1,500
45	Marine plywood 18mm	no	2,000
46	Nails	Ton	5
47	Concrete Nails (various sizes)	Ton	3
48	Lime	Bags	99
49	Tiles grout	Bags	100
50	Gypsum boards (various sizes)	no	220
51	Floor tiles (various sizes)	no	2,000
52	Wall tiles (various sizes)	Rm	900
53	Tiles borders	Rm	250
54	Tiles skirting	Rm	1,000
55	Doors (various Materials)	no	44
56	Door locks	no	44
57	Door hinges	no	88
58	Aluminium or UPVC window	M2	1,420
59	Emulsion paints	Litres	200
60	Wall primer	Litres	200
61	Weatherguard paints	Litres	300
62	Silk vinyl pants	Litres	300
63	Oil paints	Litres	300
64	Sanitary fixtures (various)	no	150
65	Hatch covers	M ²	5,200
66	G.I Pipes (assorted sizes)	m	2,500
67	Roofing sheets	M ²	5,400
68	Bolt and nuts	kg	200
69	scaffold (dia 50mm)	Ton	160
70	fastener to scaffold	no	3,000
71	Roofing tiles	M ²	5,600
72	Ironsheet	M ²	4,500
73	Structural steel (staircase)	m	1,690
74	Pressed steel water tank capacity 30 cu.m and fittings	no	7
75	Ø 6" Schd 40 Line Pipe	m	2,312
76	Ø 6" Gate Valve (w.o.)	no	10
77	Ø 6" Chk Valve (w.o.)	no	10
78	Ø 6" Flanges (w.o.)	no	202
79	0 – 20 Bar Pressure gauge	no	22
80	Ø 6" x 90° Bends	no	89
81	Ø 6" x 45° Bends	no	26
82	Ø 6" x 30° Bends	no	21
83	Ø 6" x 90° Tee	no	29
84	Ø 6" Blind Flanges	no	19
85	Ø 1" x 90° Weldolet - Inspection Pt	no	12
86	Ø 1" Gate Valve - Inspection Pt	no	12
87	3 mm gasket	m ²	99



SOLVOCHEM TANZANIA LTD
MTWARA LIQUID BULK TERMINAL, TANZANIA
MASTER LIST FOR PROCUREMENT OF MATERIALS

Item	Description	unit	Quantity
1	Cement	Ton	3,000
2	Aggregate(10-20mm)	M ³	3,500
3	sand	M ³	10,000
4	Treated Timber (various sizes)	M ³	38,000
5	Motor brick 150x200x400	No.	200,000
6	Stones or Hardcore	M ³	100,000
7	Chippings	m3	3,500
8	PVC (various sizes)	Rm	12,000
9	Concrete pipes (various sizes)	m	4,500
10	Wire Mesh (BRC)	M2	3,000
11	Wire Mesh	M2	4,000
12	Binding wire	kg	3,500
13	I Beams (various sizes)	Ton	33
14	Angles (various Sizes)	Ton	33
15	SHS (various Sizes)	Ton	33
16	RHS (various sizes)	Ton	33
17	CHS (various sizes)	Ton	33
18	Z - Purlins	Ton	5
19	Tubes (various sizes)	Nos	3
20	Flat Bars (various sizes)	Ton	5
21	Z-Sections (various sizes)	Ton	3
22	Hexagon Bars (various sizes)	Ton	3
23	Alloy Steel bars (various sizes)	Ton	3
24	Square bars (various sizes)	Ton	5
25	Hot rolled channels (various sizes)	Ton	3
26	Shafting bars (various sizes)	Ton	3
27	Universal columns (various sizes)	Ton	3
28	Mild steel round bars (various sizes)		
29	8 mm	Ton	150
30	10 mm	Ton	150
31	12 mm	Ton	200
32	16 mm	Ton	300
33	20 mm	Ton	300
34	25 mm	Ton	300
35	High Tensile		
36	8 mm	Ton	150
37	10 mm	Ton	200
38	12 mm	Ton	200
39	16 mm	Ton	200
40	20 mm	Ton	350
41	25 mm	Ton	350
42	32 mm	Ton	350
43	Metal Doors and rubber door stopper	no	10



CTIN.: 0966630

ISO 9001:2000 Certified



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

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

THIS IS TO CERTIFY THAT

SOLVOCHEM TANZANIA LIMITED

.....

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

108-785-276

.....

with effect from

03-09-2009

.....

SOLVOCHEM TANZANIA LIMITED

P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

1. Shareholders

	Nationality	Shareholding (%)
Tony Joseph Flouty	United Kingdom	50
Solvochem Holdings Ltd.	United Kingdom	50
.....
.....

2. Proposed Activities : To establish a project to manufacture Petrochemical Products

3. Sector: Manufacturing Subsector Petrochemical blending

4. Investment cost: Foreign USD 8m. Local - Total USD 8m.

5. Project Financing: Equity USD 3m. Loans USD 5m. Total USD 8m.

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

7. Assets to be invested:

	Foreign	Local	Total
Capital items:	<u>USD 8m.</u>	<u>USD -</u>	<u>USD 8m.</u>

8. Technology Agreement None

9. Date of TIC Registration: 9th July 2010

10. Implementation period July 2010 - June 2013


11. Operative date July 2013

12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
 - (i) Applicable Import Duty And VAT as per Customs Tariff Act, 1976 & VAT Act, 1976
 - (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 
Ag. Executive Director

certified true copy
of the original
Signature *[Signature]*
Date 7/03/2012



00218526

For: Executive Director THE UNITED REPUBLIC OF TANZANIA
Tanzania Investment Centre

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

THIS CERTIFICATE REPLACES
THE PREVIOUS ONE NO.
060846 ISSUED ON
01/8/2011

AMENDMENT ON SECTION 3 &
CERTIFICATE NO. HAVE BEEN
EFFECTED

No: 042196

This is to certify that

SOLVOCHEM TANZANIA LIMITED

of address P.O. BOX 110211

DAR ES SALAAM

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

SOLVOCHEM TANZANIA LIMITED

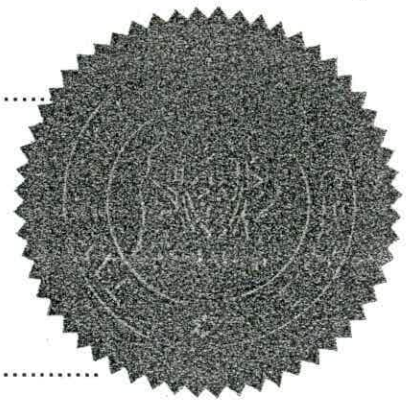
Which is located at MTWARA PORT

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

Ag. Executive Director

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

Dated 5TH MARCH 2012



TIC



**SOLVOCHEM
TANZANIA LTD**

10

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

06/03/2012

UFS
Executive Director,
Tanzania Investment Centre,
P.O. BOX 938
DAR ES SALAAM

Dear Sir,

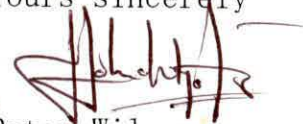
**RE: DUTY/ VAT EXEMPTION ON THE CAPITAL/ DEEMED CAPITAL GOODS -
CERTIFICATE OF INCENTIVES NO: 042196**

We are TIC approved project with Certificate of Incentives No;
042196 which is valid up to June, 2013

We have been registered with objectives of establishing and
operating a project to manufacture Petrochemical Products.

Attached herewith please find a list of Capital/ deemed Capital
Goods and TIN for Duty/ VAT exemption approval.

Yours sincerely



Peter Wilson
Managing Director

07 MAR 2012

Tanzania Office:

Plot 895,
Mrikao Road, Masaki,
Dar-es-Salaam
T. + 255 (0) 767 922 933
F. +255 (0) 61 44 05 867
E. Tanzania@solvochem.com

www.solvochem.com

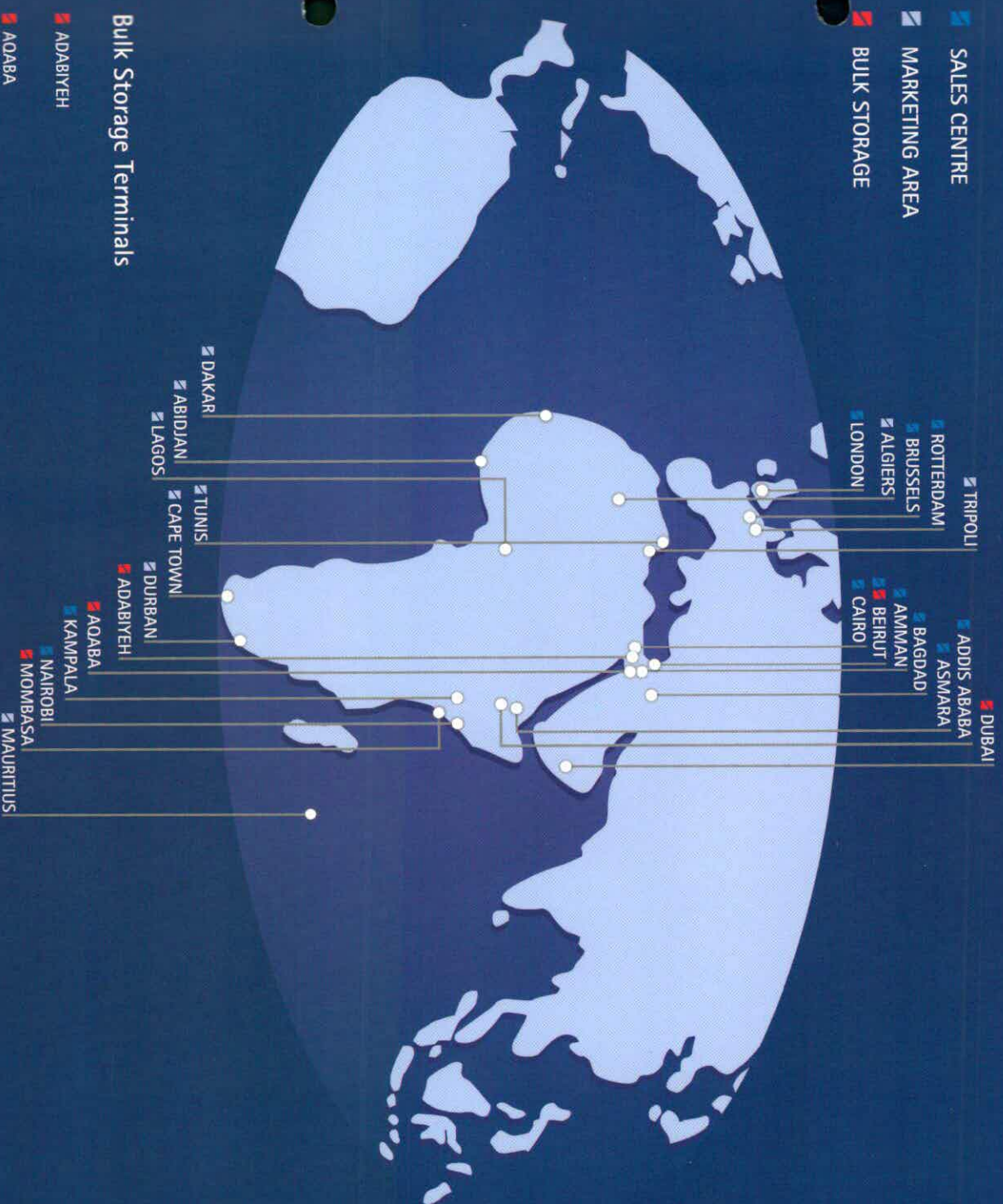
Plastics, Rubbers and Polyurethanes

Its extensive knowledge and understanding of the chemical industry and the development of efficient distribution from their warehouses for plastics, rubbers and polyurethanes, together with a reliable network of manufacturers in the industry has made SOLVOCHEM a leading supplier of many speciality chemicals such as SBS polymers, speciality EPS polymers, package additives, polyurethane, TDI and MDI.

Speciality Products

SOLVOCHEM has also established itself in the market with speciality products. Qualified staff members are on hand to efficiently assist customers with the development, the improvement, and the formulations of chemicals needed in various specialised sectors, such as food, personal care, and detergents.

Market Coverage



SOLVOCHEM Holland B.V.

P.O. Box 141 – 3000 AC Rotterdam
Blaak 22 – 3011 TA Rotterdam
THE NETHERLANDS
Tel: + 31-10-4114900
Fax: +31-10-4112032
E-mail: holland@solvochem.com

SOLVOCHEM Emirates

P.O. Box 17616
Jebel Ali Free Zone Authority (Jafza)
Plot Number B055S02 Roundabout 8
Jebel Ali – Dubai
UNITED ARAB EMIRATES
Tel: +971-4-8839911
Fax: +971-4-8839977
E-mail: emirates@solvochem.com

SOLVOCHEM Jordan – Aqaba Free Zone

P.O. Box 9355
British Airways Building
Nasouh Al-Taher Street – Sweifieh
Amman 11191
JORDAN
Tel: +962-6-5855600
Fax: +962-6-5855900
E-mail: admin@solvochem.com, jo

SOLVOCHEM Lebanon

P.O. Box 16-5468
Industrial Valley
Roumieh Nahr El-Mott
Beirut
LEBANON
Tel: +961-1-898877 / 877160
Fax: +961-1-878497
E-mail: lebanon@solvochem.com /
ftc@flouty.com

SOLVOCHEM Egypt – Regional Office

34 Syria Street
El-Mohandessin, Giza
EGYPT
Tel: +202-7609596
Fax: +202-7606540
E-mail: soleg@solvochem.com

SOLVOCHEM East Africa Limited

Eden Square
Bloc 3, 5th Floor
Chiromo Road
P.O. Box 656 Sarit Centre
Nairobi
KENYA
Tel: +254-733-790707
E-mail: nairobi@solvochem.com

SOLVOCHEM U.K. LTD

3-4 Bower Terrace
Tonbridge Road, Maidstone
Kent ME16 8RY
UNITED KINGDOM
E-mail: uk@solvochem.com



SOLVOCHEM

Visit our website: www.solvochem.com

Through unique consideration to its surroundings, predominately in its relations and experiences within the Middle East and Africa, SOLVOCHEM has contributed to becoming an increasingly internationally recognised company, with several affiliated companies located in Europe, the Middle East and Africa.

SOLVOCHEM co-ordinates closely with local authorities to maintain the highest environmental standards and safety precautions necessary to promote a good ecological environment.



Agaba Terminal, Jordan

EDIBLE ALCOHOL

For food industry

SOLVENTS

- Acetates
- Alcohols
- Aliphatics
- Aromatics
- Ketones

PHTHALATE PLASTICISERS

- Polyol
- TDI
- Additives

POLYURETHANE CHEMICALS

ORGANIC CHEMICALS

- Acids
- Glycols
- Iso-Alcohols
- VAM

OIL, GAS & WATER TREATMENT CHEMICALS

REFINERY PROCESSING CHEMICALS

Product Range

EDIBLE ALCOHOL

SOLVENTS

PHTHALATE PLASTICISERS

POLYURETHANE CHEMICALS

ORGANIC CHEMICALS

OIL, GAS & WATER TREATMENT CHEMICALS

REFINERY PROCESSING CHEMICALS

PLASTICS

- ABS
- PVC
- PE
- PP
- PS

SYNTHETIC RUBBERS

- SBR
- Butyl
- EPDM

MINERAL BASE OILS, WHITE OILS, BRAKE FLUIDS,

VEGETABLE OILS & ANIMAL FATS

INORGANIC CHEMICALS

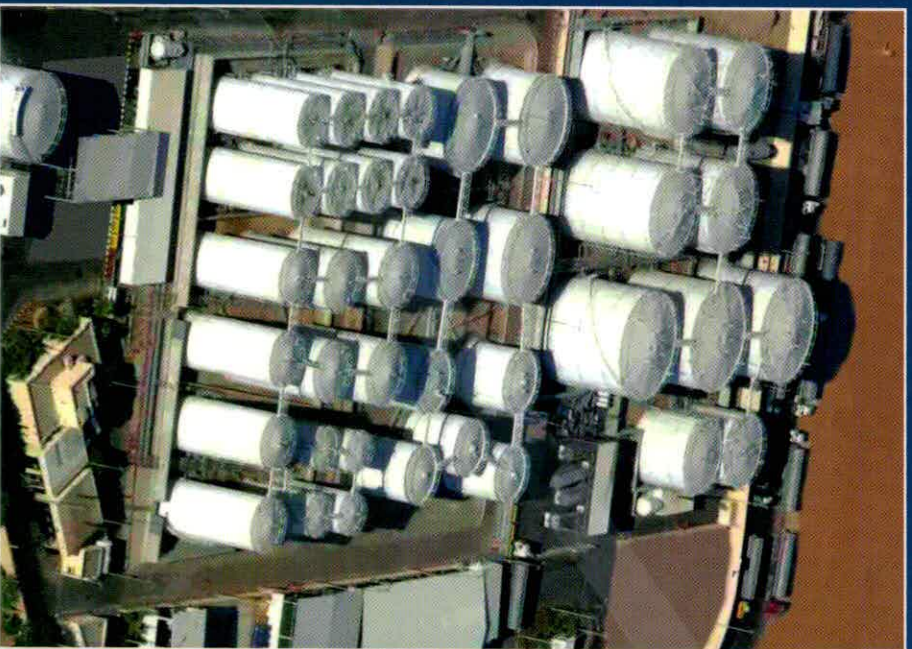
Aluminium, Barium, Calcium based

Caustic, Ferric, Hydrochloric, Magnesium based

Phosphoric, Potassium, Sodium, Sulphur based

Phosphates, Sulphur, Zinc Oxide

SOLVOOCCHEMI



SOLVOCHEM understands that every task it tackles is a challenge with its own problems, but it also offers its own opportunities. Whether they involve finance, distribution, transport resources or simply the personal touch of confidence and dependability required to maintain close relationships with customers in one of the most difficult and volatile markets in the world.

Understanding the market

SOLVOCHEM recognises that the key to continuity and betterment lies in the human resources available both within the company and its affiliation with other industries. This is manifested by the excellent communication channels that it has established with its diverse clients and suppliers throughout the many years.

SOLVOCHEM is a rapidly expanding international group of distribution and trading companies. It has grown significantly since beginning in Lebanon, and today includes several affiliated companies based in various European, Middle Eastern and African countries. The success of manufacturers has always been dependent upon their ability to penetrate and to sell their products into new and often difficult markets, mostly overseas.

Such a task has historically fallen to enterprising individuals and companies. People with personal resources, the capability to communicate with different cultures, the willingness to explore new areas, the breadth of vision to perceive a need and, most important of all, the ability to meet that demand.

SOLVOCHEM is continuously expanding the scope of its operations. It anticipates, and is well positioned to meet an ever growing demand for competitive logistics and services, as the developing economics of the area continue to require more diversified products.

Aqaba Terminal, Jordan



SOLVOCHEM Operations

Since its conception SOLVOCHEM has established a considerable degree of expertise in the procurement and marketing of edible oils and petrochemicals in challenging areas.

The Mediterranean area, Middle East and Africa are prime examples of the kind of environment in which the unique qualifications and professional experience of SOLVOCHEM can be used to good effect, and where its philosophy of "tailor-made" approach to each country or customer's needs produces well recognised results.

SOLVOCHEM has built up a comprehensive expertise in the bulk distribution of liquid oils and chemicals from marine transportation to bulk storage and to final delivery to customers. Each of these operations being an essential part of the reliable and competitive service being offered to customers.

Agaba, Jordan

The SOLVOCHEM Agaba Free Zone terminal in Jordan has been operational since 1992. The terminal is equipped with 41 mild steel storage tanks ranging from 500 – 4,500m³ with a total capacity of 70,000 m³. The tankage is suitable for petroleum products, chemicals, vegetable oils, additives and fatty acids.

The SOLVOCHEM Agaba Free Zone terminal comprises of tank-lorry loading/unloading, drumming, heating, cooling, and nitrogen blanketing possibilities to ensure complete and proper handling of your cargo.

Nairobi, Kenya

SOLVOCHEM East Africa Limited is headquartered in Nairobi, Kenya and is actively marketing plastics and chemicals to the industries in Kenya, Uganda and Tanzania. It is expanding in the liquid chemical distribution field and is progressing plans to establish Bulk Distribution Centres in that region.

Rotterdam, Holland

SOLVOCHEM Holland is located in Rotterdam, the centre for the international markets and the most valuable source for the supply of Oil and Chemicals. A potentially important factor in ensuring constant price and availability.

Beirut, Lebanon

SOLVOCHEM Lebanon is a major supply, storage, and distribution centre for Lebanon and its immediate neighbouring countries thanks to its bulk storage capabilities.



SOLVOCHEM, expertise in bulk deliveries and storage

CIF – Producing Alkyd Resin and Polyvinyl Acetate

In 1999 in response to increased local market demand of Alkyd Resin and Polyvinyl Acetate (homopolymers and copolymers) The Flouty Group decided to build a polymerisation plant. CHEMICAL INDUSTRIAL FACTORIES was established in the year 2000, producing under license by WEGSCHEIDER FARBEN, an Austrian based company and one of the leading Polymers manufacturers in Europe.



CIF Factory, Lebanon

Product Range

Alkyd Resin

WEGALKYD S65 x 70% T: long oil alkyd resin.

WEGALKYD S50 x 60% T: medium oil alkyd resin.

WEGALKYD C30 x 60%: non drying short oil alkyd resin.

PVA: Polyvinyl Acetate

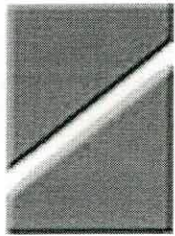
WEGOPAS D40/25: Plasticised, vinyl acetate dispersion in water.

WEGOPAS D40 MP: Plasticised, modified vinyl acetate dispersion in water.

WEGOPAS D50 M: Vinyl acetate- modified homopolymer dispersion in water.

WEGOPAS D230: Vinyl acetate- vinyl versatate copolymer dispersion in water.

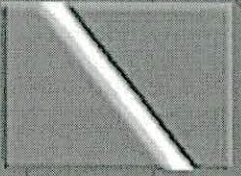
WEGOPAS D230 S: Vinyl acetate- vinyl versatate copolymer dispersion in water.



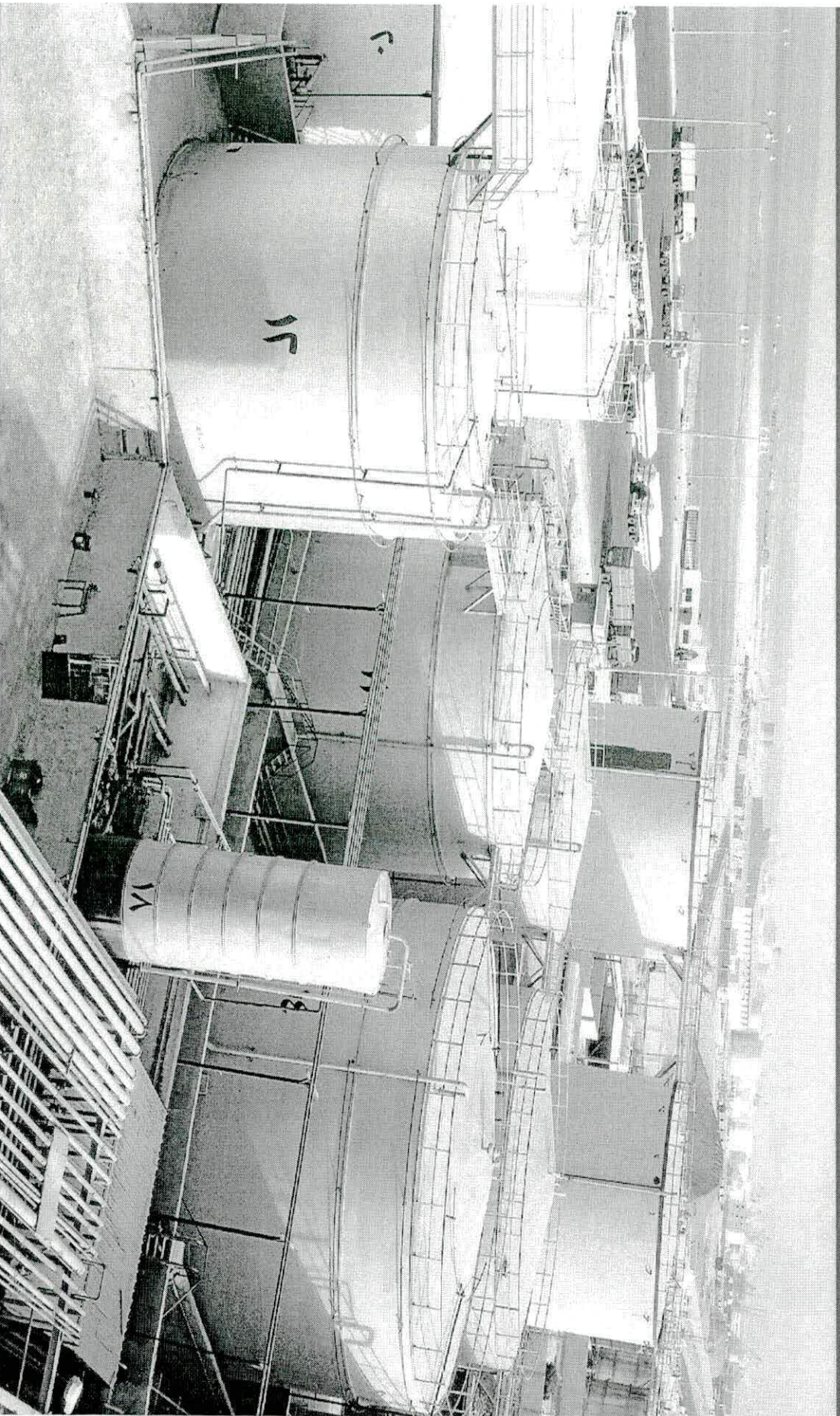
SOLVOCHEM TANZANIA

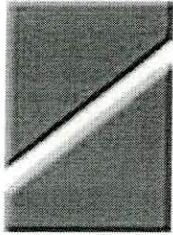
BENEFITS TO THE TANZANIAN GOVERNMENT **(Continued)**

5. Transfer of knowhow and technology to the Tanzanian Industrial Sector
6. Boosting directly and indirectly related industries
7. Increase of export & import proceeds.



ADABIYAH, EGYPT TERMINAL

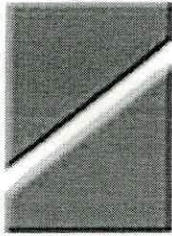




SOLVOCHEM TANZANIA

BENEFITS TO THE TANZANIAN GOVERNMENT

- ❖ The support from the government is crucial to the success of this transaction, this is a win win situation for all parties.
- ❖ Benefits to the government are as follows:
 1. Satisfying needs of Chemical Solvents in the local market (Tanzania) as well as in neighboring countries such as Burundi, Congo, Malawi, Mozambique, Rwanda & Zambia.
 2. Decreasing unemployment.
 3. Attracting Foreign Direct Investment
 4. Attracting International traders

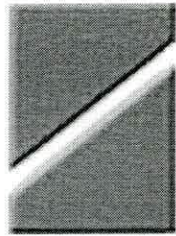


SOLVOCHEM TANZANIA

PROJECT IMPLEMENTATION SCHEDULE (Continued)

- G. Fire fighting and cooling systems
- H. Earthing
- I. Electrical Panels
- J. Allocating the drumming line
- K. Gantry (Painting- possibility of epoxy coating from inside)
- L. Design and supervision
- M. Testing and commissioning

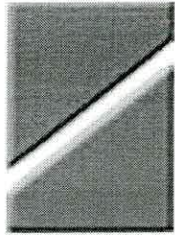
N.B: Time scheduled to complete the above activities: 18 months



SOLVOCHEM TANZANIA

PROJECT IMPLEMENTATION SCHEDULE

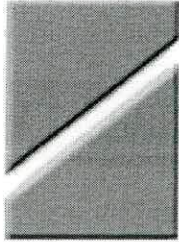
- 1. Request to the local authorities for permits & Licenses (port authority, civil defense, environmental and others, if any)**
- 2. Appointment of a local professional consultant in this field and contractors to execute the following plan**
- 3. Work execution plan to include the following:**
 - A. A Topographical survey of the area in which the development is proposed**
 - B. Excavation and civil works**
 - C. Bund wall and pavement**
 - D. Steel work (Tanks & Related works)**
 - E. Piping work and other fittings**
 - F. Pumps and valves (Expansion Joints; Pressure Vent Valves & Flame Arrestors; Strainers)**



SOLVOCHEM TANZANIA

INTRODUCTION

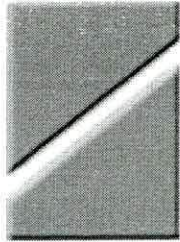
- ❖ Solvochem vision is to become the leading distributor of chemicals and petrochemicals in the East African region.
- ❖ Solvochem Tanzania is intending and looking for a piece of Land in the Mtwara Area which has access to the port jetty.
- ❖ Solvochem Tanzania is now looking at developing Phase I which will consist of the construction of 6 chemical storage tanks of 1250-1500 m³ capacity, a supply line to the chemical jetty and loading and unloading gantries together with all the necessary ancillaries and an up to-date fire fighting system that meets the highest standards of safety set by the TPA based on International Codes



SOLVOCHEM TANZANIA

- ❖ Solvochem has the expertise and the resources to run such specialized operations in the region with our global procurement offices and other tank farms in Jordan, Lebanon, Egypt, Dubai and Kenya





SOLVOCHEM TANZANIA



OBJECTIVES

- ❖ This will be the first phase of a multiple tank terminal
- ❖ With its existing expertise, resources and knowledge of the local and international markets, Solvochem will be able to become the major distributor in the region with companies in the East African region.
- ❖ Solvochem Tanzania will be purchasing many products from strategic suppliers, ship them to the terminal in in Mtwara and then for on warding distribution in the region.
- ❖ The terminal will also consist of a multi purpose dry cargo warehouse suitable for based commodities.

ANNEXURE II**PROPOSED FINANCING PATTERN**

SOURCE OF FUNDS	FOREIGN	TOTAL
Equity	8,000,000	8,000,000
Local	0	0
TOTAL	8,000,000	8,000,000

CASH FLOW START OF YEAR	-	10,685,000.00	19,425,000.00	28,245,000.00	37,145,000.00
CASH FLOW AT THE END OF YEAR	10,685,000.00	19,425,000.00	28,245,000.00	37,145,000.00	45,945,000.00

equals 18.9175%.

APPENDIX II

SOLVO TANZANIA LTD PROJECTED CASH FLOWS

	2011 USD	2012 USD	2013 USD	2014 USD	2015 USD
CASH FLOW FROM OPERATIONS:					
Cash Sales	15,000,000.00	15,100,000.00	15,200,000.00	15,300,000.00	15,400,000.00
Subtotal cash Received	15,000,000.00	15,100,000.00	15,200,000.00	15,300,000.00	15,400,000.00
Expenditures from Operations:					
Fuel	6,320,000.00	6,360,000.00	6,380,000.00	6,400,000.00	6,600,000.00
Additional Cash Spent	-	-	-	-	-
Subtotal Cash Payment	6,320,000.00	6,360,000.00	6,380,000.00	6,400,000.00	6,600,000.00
CASH FLOW FROM OPERATIONS:	8,680,000.00	8,740,000.00	8,820,000.00	8,900,000.00	8,800,000.00
CASH FLOW FROM INVESTMENTS:					
Purchase of Assets	(9,535,000.00)				
Working Capital and pre-expenses	(460,000.00)				
CASH FLOW FROM INVESTMENTS:	(9,995,000.00)				
CASH FLOW FROM FINANCING:					
Loan	4,800,000.00				
Owners Equity Contribution	7,200,000.00				
CASH FLOW FROM FINANCING:	12,000,000.00				
NET CASH FLOW FOR PERIOD	10,685,000.00	8,740,000.00	8,820,000.00	8,900,000.00	8,800,000.00

APPENDIX I

SOLVO TANZANIA LTD

PROJECTED PROFIT AND LOSS STATEMENT

	2011 USD	2012 USD	2013 USD	2014 USD	2015 USD
Revenue	15,800,000.00	15,900,000.00	15,950,000.00	16,000,000.00	16,500,000.00
Cost of Sales	6,320,000.00	6,360,000.00	6,380,000.00	6,400,000.00	6,600,000.00
Gross Profit	9,480,000.00	9,540,000.00	9,570,000.00	9,600,000.00	9,900,000.00
Operating Expenses:					
Administrative Advertising Expenses	600,000.00	602,000.00	603,000.00	604,000.00	605,000.00
Repair & Maintenance	3,950,000.00	3,975,000.00	3,987,500.00	4,000,000.00	4,125,000.00
Salaries and Wages	492,480.00	162,240.00	162,240.00	162,240.00	162,240.00
Office Expenses	120,000.00	16,224.00	16,224.00	16,224.00	16,224.00
Depreciation	953,500.00	953,500.00	953,500.00	953,500.00	953,500.00
Utility costs	300,000.00	34,300.00	35,000.00	36,800.00	37,700.00
Insurance	288,000.00	87,500.00	87,500.00	87,500.00	87,500.00
Total Expenses	6,703,980.00	5,830,764.00	5,844,964.00	5,860,264.00	5,987,164.00
Profit before tax	2,776,020.00	3,709,236.00	3,725,036.00	3,739,736.00	3,912,836.00
Tax (30%)	832,806.00	1,112,770.80	1,117,510.80	1,121,920.80	1,173,850.80
Profit After Tax	1,943,214.00	2,596,465.20	2,607,525.20	2,617,815.20	2,738,985.20

provide additional employment to **223** people. This is a significant contribution coming from local investors.

(ii) Revenue to the Government

The Project is expected to pay a substantial annual amount in the form of corporation tax amounting to **US\$5,358,859** during the project's eight years covered under our project review.

12.0 CONCLUSION AND RECOMMENDATION

12.1 Conclusion

- (i) The project is profitable and contributes to government revenue by way of taxes.
- (ii) The project has a sound after tax internal rate of return of 18.9175% that is above the cost of capital at 12.5%.
- (iii) The project provides employment to **223** people all of whom are national Tanzanians.
- (iv) The project is an encouraging sign to prove that we have investors who have confidence in this country. Tanzania so much so that they are ready to invest such large sums of investment despite the odds of the sector in question.

13.0 RECOMMENDATION

After the foregoing economic and financial evaluation of the project, we strongly recommend that this project be implemented and be given all the support required by all the concerned Government Ministries and Agencies, including the Tanzania Revenue Authority, TRA and the Tanzania Investment Centre – (TIC). The project deserves this support because of its viability, since it is technical feasible, economically viable and socially acceptable.

Total investment is **US\$8,000**; cash accumulation in year 3 is **US\$10,007,704** which is more than the initial investment . The project payback Period is within three years, for and half months only

The project has a relatively short payback period. It is remarkably impressing for a project whose investment is as big as **US\$8m** being recovered in less than 3 year.

SOLVO TANZANIA LTD PAYBACK PERIOD: US\$

Year	Profit After Tax	Depreciation	Total Cash Flow	Accumulative Cash Flow
2011	1,943,214.00	953,500.00	2,896,714.00	2,896,714.00
2012	2,596,465.00	953,500.00	3,549,965.00	6,446,679.00
2013	2,607,525.00	953,500.00	3,561,025.00	10,007,704.00
2014	2,617,815.00	953,500.00	3,571,315.00	13,579,019.00
2015	2,738,985.00	953,500.00	3,692,485.00	17,271,504.00

**Initial Fixed Investment and Working capital for Expansion= USD
9,995,000,000.00**

From above table, payback period is calculated within 3 years1

11.0 ECONOMIC ASPECTS OF THE PROJECTS

Besides the financial/monetary returns to the owners, there are other benefits to be derived for the whole country viz.

(i) Employment Opportunities

Employment and poverty reduction are among the major concern of the Central and the Local Government authorities. It is gratifying to note that **SOLVO TANZANIA LTD** is going to

The project's cash flows are shown in schedule vii. They depict a good liquid position right from the first year. Cash accumulation builds up from **US\$ 10,685,000** in the first year to **US\$ 45,945,000** at the end of 5th years of the project's operations based on the 100 trucks.

SCHEDULE III: SOLVO TANZANIA LTD PROJECTED CASH FLOW

	2011 USD	2012 USD	2013 USD	2014 USD	2015 USD
CASH FLOW FROM OPERATIONS:					
Cash Sales	15,000,000.00	15,100,000.00	15,200,000.00	15,300,000.00	15,400,000.00
Subtotal cash Received	15,000,000.00	15,100,000.00	15,200,000.00	15,300,000.00	15,400,000.00
Expenditures from Operations:					
Fuel	6,320,000.00	6,360,000.00	6,380,000.00	6,400,000.00	6,600,000.00
Additional Cash Spent	-	-	-	-	-
Subtotal Cash Payment	6,320,000.00	6,360,000.00	6,380,000.00	6,400,000.00	6,600,000.00
CASH FLOW FROM OPERATIONS:	8,680,000.00	8,740,000.00	8,820,000.00	8,900,000.00	8,800,000.00
CASH FLOW FROM INVESTMENTS:					
Purchase of Assets	(9,535,000.00)				
Working Capital and pre-expenses	(460,000.00)				
CASH FLOW FROM INVESTMENTS:	(9,995,000.00)				
CASH FLOW FROM FINANCING:					
Loan	4,800,000.00				
Owners Equity Contribution	7,200,000.00				
CASH FLOW FROM FINANCING:	12,000,000.00				
NET CASH FLOW FOR PERIOD	10,685,000.00	8,740,000.00	8,820,000.00	8,900,000.00	8,800,000.00
CASH FLOW START OF YEAR	-	10,685,000.00	19,425,000.00	28,245,000.00	37,145,000.00
CASH FLOW AT THE END OF YEAR	10,685,000.00	19,425,000.00	28,245,000.00	37,145,000.00	45,945,000.00

(iii) Payback Period

10.0 FINANCIAL ASPECTS FOR THE PROJECT

(i) Projected Profit and Loss Statement

The schedule below shows the projected income for the 5 years period. The position depicted is that the project earns profit throughout its life. Accumulated after tax profits grow from. **US\$1,943,214** to **US\$ 2,738,985** in the 5th year

SCHEDULE II: SOLVO TANZANIA LTD INCOME & EXPENDITURE STATEMENT US\$

	2011 USD	2012 USD	2013 USD	2014 USD	2015 USD
Revenue	15,800,000.00	15,900,000.00	15,950,000.00	16,000,000.00	16,500,000.00
Cost of Sales(raw materials)	6,320,000.00	6,360,000.00	6,380,000.00	6,400,000.00	6,600,000.00
Gross Profit	9,480,000.00	9,540,000.00	9,570,000.00	9,600,000.00	9,900,000.00
Operating Expenses:					
Administrative					
Advertising					
Expenses	600,000.00	602,000.00	603,000.00	604,000.00	605,000.00
Repair & Maintenance	3,950,000.00	3,975,000.00	3,987,500.00	4,000,000.00	4,125,000.00
Salaries and Wages	492,480.00	162,240.00	162,240.00	162,240.00	162,240.00
Office Expenses	120,000.00	16,224.00	16,224.00	16,224.00	16,224.00
Depreciation	953,500.00	953,500.00	953,500.00	953,500.00	953,500.00
Utility costs	300,000.00	34,300.00	35,000.00	36,800.00	37,700.00
Insurance	288,000.00	87,500.00	87,500.00	87,500.00	87,500.00
Total Expenses	6,703,980.00	5,830,764.00	5,844,964.00	5,860,264.00	5,987,164.00
Profit before tax	2,776,020.00	3,709,236.00	3,725,036.00	3,739,736.00	3,912,836.00
Tax (30%)	832,806.00	1,112,770.80	1,117,510.80	1,121,920.80	1,173,850.80
Profit After Tax	1,943,214.00	2,596,465.20	2,607,525.20	2,617,815.20	2,738,985.20

(ii) Projected Cash Flows

8.0 MARKET AND MARKETING

The project's earmarked clientele are mining, oil and gas companies operating in. Management has already explored these markets and is confident it can conduct profitable business with them.

9.0 REVENUE ASSUMPTIONS

- Total of US\$**115,800,000** projected to be made annually.

(iii) Raw materials US\$ 6,320,000

Petrol/diesel and lubricant requirement for the project's motor vehicles is assumed to cost 40% of all the projects annual revenue. As per the assumptions adopted in this study, this cost element will amount to **US\$ 6,320,000**, annually.

(iv) Spares and Maintenance: US\$3,950,000

Provision for this cost item is assumed to be 25% of the total revenue obtained annually. In our study this is assumed to **US\$ 3,950,000** annually.

This expense is the second largest to raw materials expenses because it is intended to keep the project's equipments in a permanently and perfectly reliable working condition.

(v) Insurance: US\$ 288,000

Vehicles will be covered by insurance; therefore 100 vehicles will cost annual premium of US\$288,000 being **3%** of vehicles.

(vi) Administrative & Advertising

A portion of **US\$ 60,000** is to be used in advertising the project and also for administrative purposes, for instance, Public Relations' contributions, charity donations, etc.

(vii) Office Expenses

For the day to day operations of the project **US\$ 12,000** will be required annually to pay for telephone, fax, stamps, stationeries, etc.

4.1 FINANCING PATTERN

The project will be financed both by equity and loan. Equity contribution will constitute **US\$3m** while the remaining will be in the form of a loan, this loan amount is expected to be the equivalent of **US\$ 5**

The loan will be negotiated and acquired from one of domestic financial institutions. The project sponsors expect to procure this loan on the following terms and conditions:-

Loan Amount : **US\$ 5m**
Grace Period : 1 year
Interest Rate: 12.5% annually

5.0 TECHNICAL ASPECTS

5.1 Location

The proposed project offices will be established at Mtwara Port

5.2 Sources of Technology

All the project's machineries and tanks will be procured from the U.K.

IMPLEMENTATION

Project implementation is expected to be relatively very short once TIC approval is received. Currently, the supplier of the tanks, machines, and chemical has already been identified and supply is awaiting instructions from the project promoters. In this respect, delivery can be done in less than 18 months once we finalize financing sources.

6.0 MANPOWER AND ORGANIZATION STRUCTURE

The project will be managed by a Board of Directors of **SOLVO TANZANIA LTD.** The Board, like all other boards is responsible for the formulation and supervision of company policies and guidelines.

3.0 THE PROJECT

SOLVO TANZANIA LTD, is a company legally registered in Tanzania

The project's objectives are:

- To build large chemical storage tanks facilities
- To blend chemical pending customers needs
- To manufacture petrochemicals products
- To distribute petrochemicals to various customers

3.1 PROJECT SPONSORS

SOLVO TANZANIA LTD is owned by two, one individual and one company, all of them from UK. **SOLVO TANZANIA LTD** shareholders have an adequate experience in running the business of petrochemicals as such are well versed in this line of business.

4.0 INVESTMENT AND FINANCING US\$8M

For the project to be a reality a total investment amounting to **US\$8m** the summary is found in schedule.

SCHEDULE I: SOLVO TANZANIA LTD COST STRUCTURE

PARTICULAR	US\$
Land and Buildings	400,000.00
Machinery & Equipment	3,500,000.00
Motor Vehicles	250,000.00
Furniture & Fixtures	200,000.00
Pre exp	450,000.00
Others	200,000.00
Working Capital	3,000,000.00
TOTAL	8,000,000.00

1.2 Location.

The project head office will be located at Mtwara port

1.3 Targeted Markets.

The targeted markets of the project are mining, oil and gas companies operating in Mtwara and other neighboring regions. The project is expected to offer a challenge to the business community to enhance intraregional trade between Tanzania and these countries.

2 PROJECT DETAILS

2.1 INTRODUCTION

Tanzania is the largest country in East Africa that is geographically strategically located in relation to her neighbors. Tanzania is endowed with various natural resources such as minerals, oil, gas etc. Because of the above mentioned factor, the company intends to reduce cost for the above companies by producing various chemicals needed by those companies in their daily operation.

It is quite gratifying to note that the Government of Tanzania realizes the role of the transport sector for its economic and social development, and as a result the government of Tanzania developed good mining policy and recently will be developing gas policy which is good instrument for mining sector, these instruments are very instrumental in improving the business and investment environmental in the transport sector.

MODERN ROAD HAULAGE (T) LTD

1.0. EXECUTIVE SUMMARY.

SOLVO TANZANIA LTD is a company registered in the country under the Companies Act 2002 and bears Certificate of Incorporation No **64053** issued on 20 August 2010.

The project promoters are well established business in United Kingdom carrying out various businesses having been in the business for over 30 years the directors are now well prepared for expansion in Tanzania, and they see a very bright future in the oil and gas sub sector.

This document has been prepared to serve as a business plan for **SOLVO TANZANIA LTD** for their petrochemical blending project in Mtwara, Tanzania. The project sponsors will contribute US\$3m as equity of this investment while the rest of US\$5M will be sought from financial resources institutions.

1.1 THE PROJECT PROMOTERS

The shareholders of this project are all entrepreneurs with a diverse professional and business backgrounds. The company is owned by 2 shareholders, namely:-

Name	Nationality	No of Shares
1. Mr. Tony Joseph	UK	50%
2.Solvochemi Holding Ltd	UK	50%

SOLVO TANZANIA LTD

REVISED BUSINESS PLAN

FOR

MANUFACTURING

OF

PETROCHEMICAL PRODUCTS

PROJECT

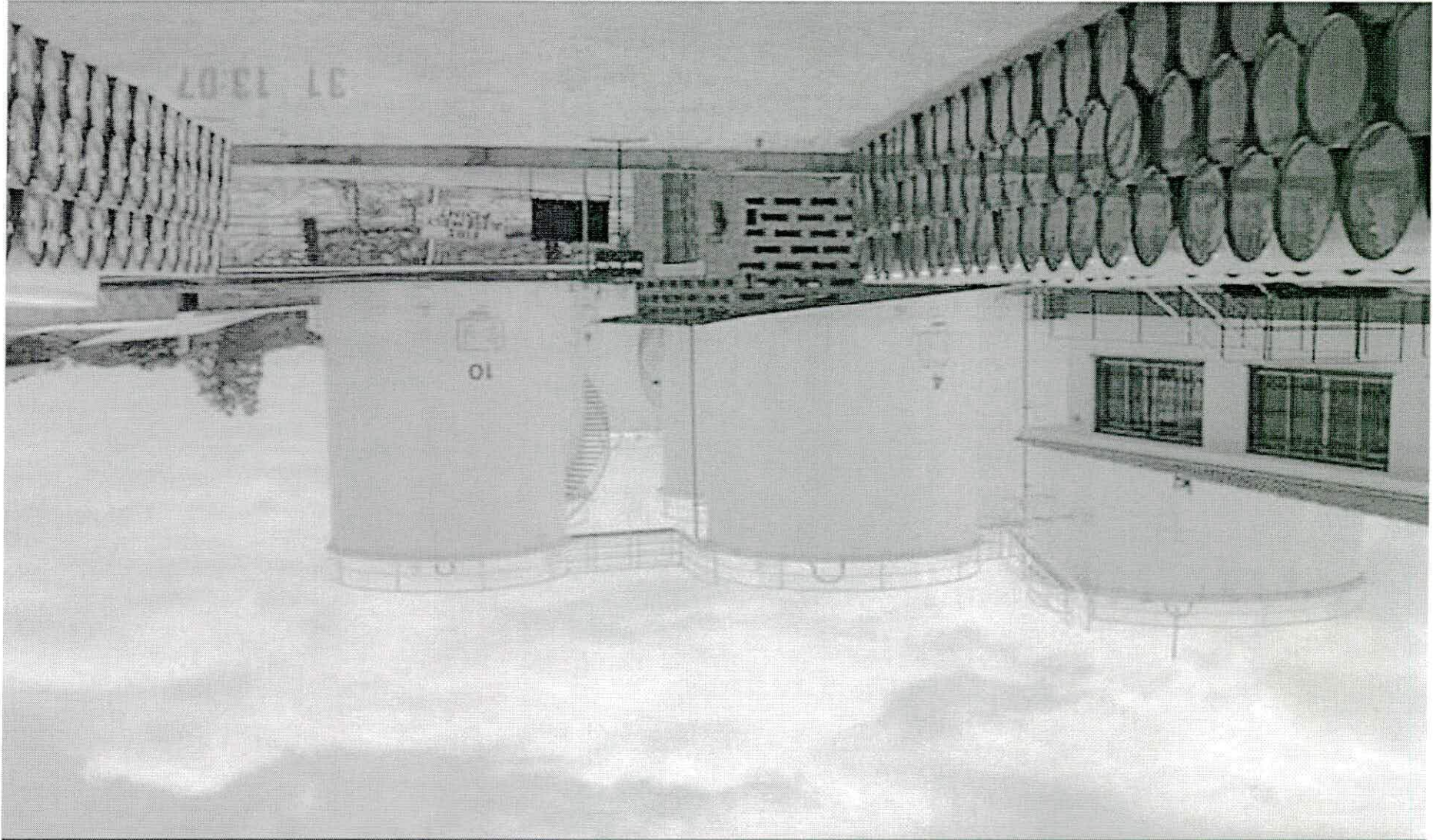
**PREPARED FOR
SOLVO TANZANIA LTD.
DAR ES SALAAM**

Solvo Tanzania Ltd

Proposal Pack Contents

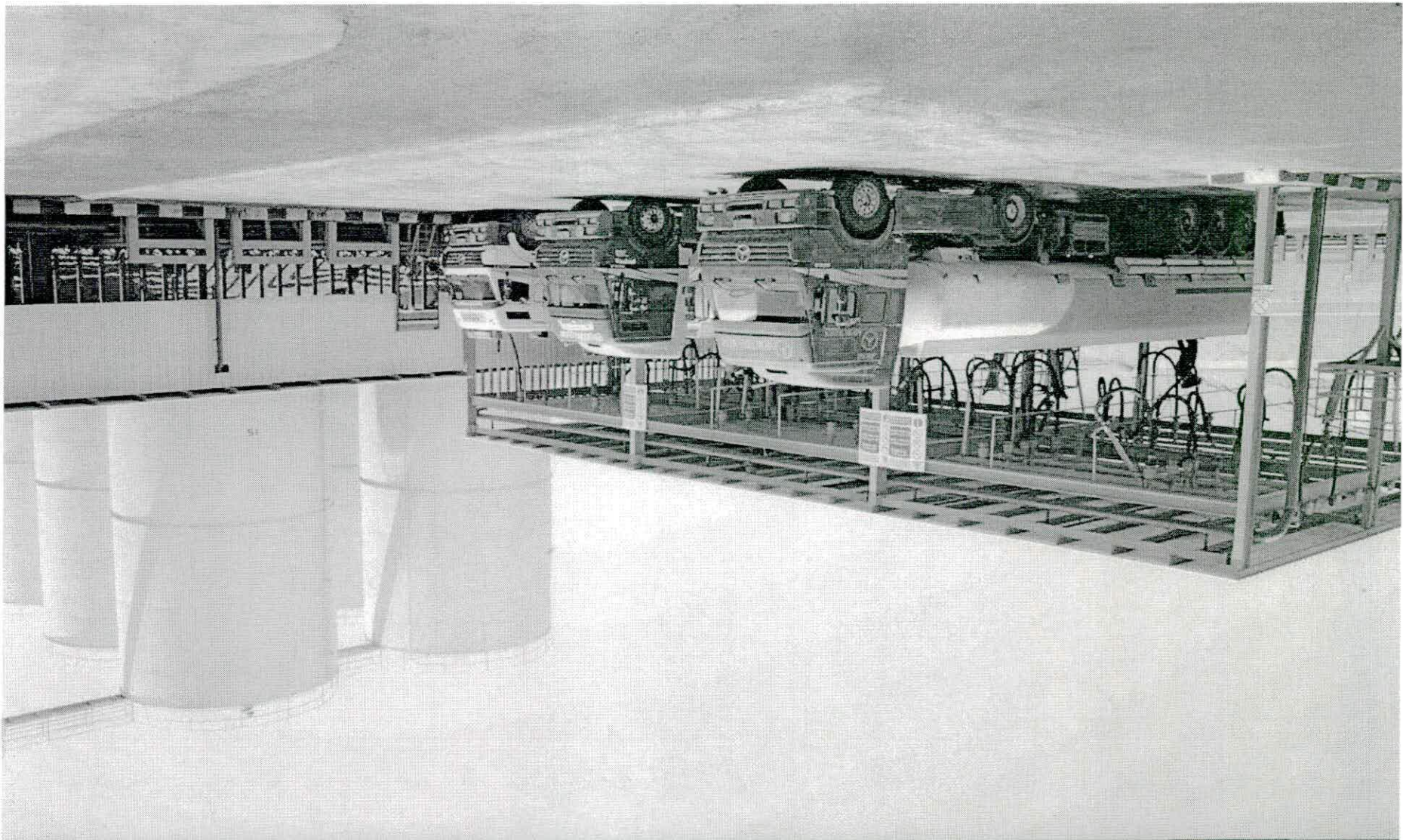
Solvochem Introduction – Business Plan

- **Introduction**
- **Objectives**
- **Driving Factors of Project**
- **Benefits to Tanzania Government**
- **Project Implementation Schedule**
- **Solvochem Corporate Overview**
- **Geographical Map of Solvochem Presence**
- **Solvochem Group Structure**
- **Management Structure & Flow Chart**
- **Investment Cost & Breakdown**
- **Evidence & Endorsement of Capital**
- **Board Resolution**
- **Directors (3) Profiles**
- **Memorandum of Articles of Association**
- **Certificates VAT, TIN, Incorporation**
- **Business License**



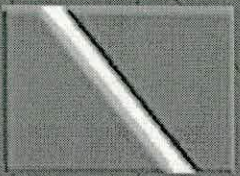
MOMBASA, KENYA TERMINAL



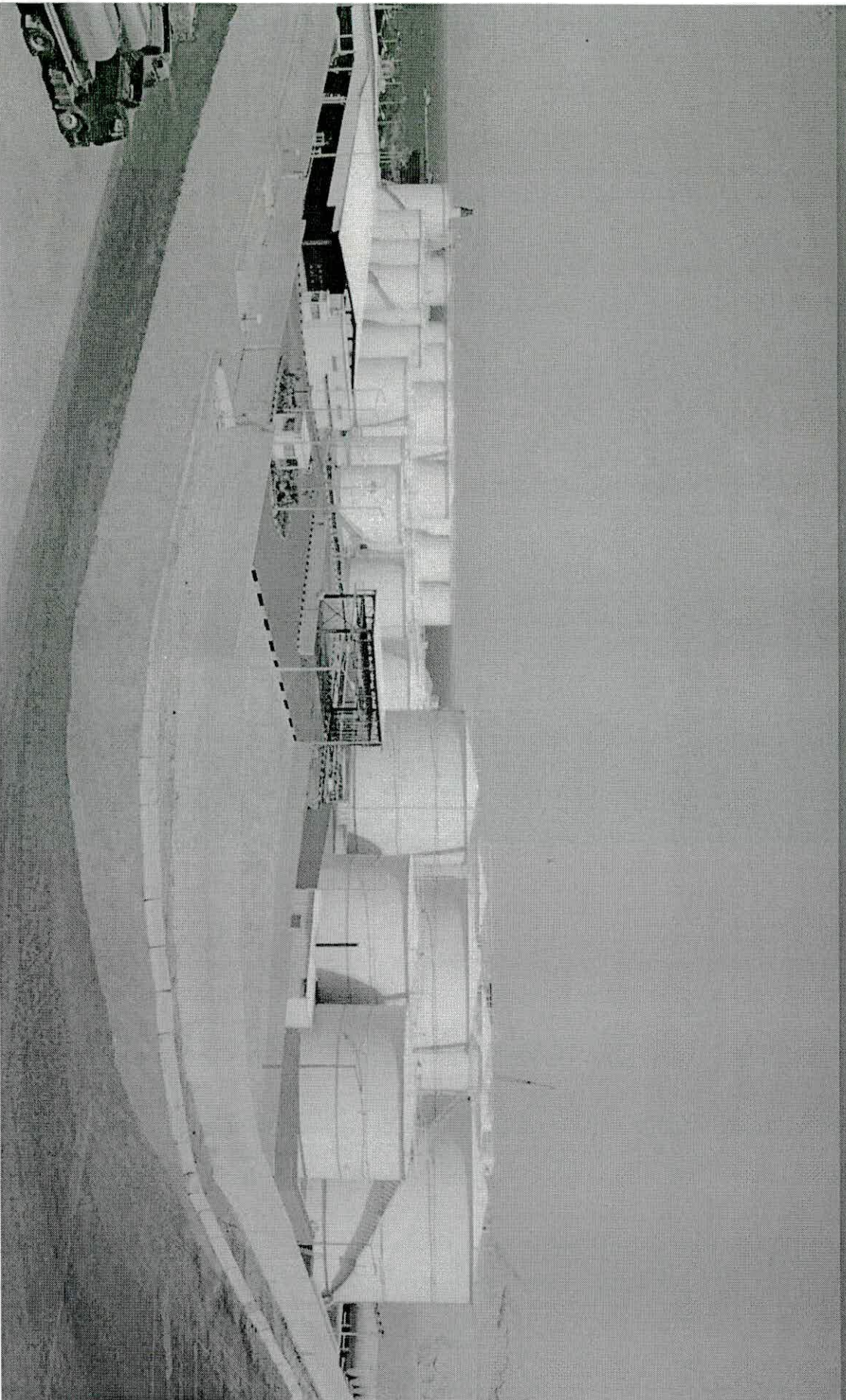


AQABA TERMINAL GANTRY

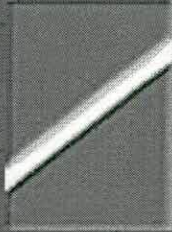




AQABA, JORDAN TERMINAL



CHALLENGES & MARKET DRIVEN OBJECTIVES



- ❖ SOLVOCHEM understands its complex markets & different cultures.
- ❖ Believes in an waived continuous professional service to its clients needs to meet their demand.
- ❖ Values its longtime supply partners and continuously looking to expand its product portfolio with reputable International Companies to meet its ever increasing customer base & geographical expansion.
- ❖ SOLVOCHEM understands & implements the highest standards in Safety, Health and respects the Environment it works in.



Product list

Plasticizer chemicals

2-Ethyl Hexanol
Iso-Octanol
Iso-Nonyl Alcohol
Iso-Decyl Alcohol
Maleic Anhydride
Phthalic Anhydride
Adipates - DOA, DINA, DIDA
Phthalates - DOP, DINP, DIDP,
DIUP, DTDP

Refinery and process chemicals

Furfural
Iso-Octane
Sulfolane
Sulfur & Steam Treatment Catalysts

Organic chemicals

Acetic Acid
Glycerine
Glycols - MEG, DEG, TEG, MPG
Polyglycols
Polyvinyl Acetate
Vinyl Acetate Monomer
Synthetic Carboxylic Acids

Synthetic rubbers

Bromobutyl Rubber
Butyl Rubber
Chlorobutyl Rubber
EPDM Rubber
SBR Rubber

Lubricant oil additives

Additive packages
Viscosity Index Improver

Plastics

ABS
Polyethylene: LDPE, LLDPE, HDPE
Polypropylene: Homo- & Co-polymers
Polystyrene: GP, High Impact, E-PS
PVC
EPS Insulated Cups

Surfactants FOR COSMETICS AND PERSONAL CARE INDUSTRIES

SLES 70%
SLS
Betaine and Foaming Agents
Fabric Softeners
Antibacterial Agents
Pearlising Agents
Conditioner

Chlorinated solvents

Methylene Chloride
Perchloroethylene
Trichloroethylene

Polyester resins

Hybrid
TGIC

Alcohols

Methanol
Ethanol (Fermentation)
Ethanol (Pharmaceutical)
Ethanol (DRAA)
Technical grades

Vegetable oils, Animal fats

Coconut Oil
Palm Oil & Palm Stearine
Soyabean Oil
Tall Oil
Tallow

Oil, gas, and water treatment chemicals

Alkanolamines - MEA, DEA, TEA
Antifoams
Antifoulants & Dispersants
Biocides
Corrosion & Scale Inhibitors
Mercaptans
Oxygen Scavengers
Sulfolane

Polyurethane Chemicals

Polyol-Conventional & Polymeric
TDI
Additives & Catalyst

Polyalkohols

Pentaerytritol mono grade
Di-Trimethylolpropane
Hydroquinone (HQ)
Toluhydroquinone
Penta
Neopentyl Glycol (NPG)
NX 795

Speciality Elastomers

Styrene-Butadiene-Styrene (SBS)
Styrene-Ethylene-Butylene-Styrene (SEBS)
Styrene-Isoprene-Styrene (SIS)
Isoprene Rubbers (IR)
(Kraton D and Kraton G from KRATON POLYMERS)

Organic solvents

Acetone
Butyl Acetate
Ethyl Acetate
N-butanol
Iso-butanol
Iso-propanol
Methyl Ethyl Ketone
Methyl Isobutyl Ketone
High Aromatics
Toluene
Xylene
Heptane
Hexane
SBP's
White Spirits
Thinner Blends
Cyclo Hexanone
Methoxy Propanol
Dearomatized White Spirits

Inorganic chemicals

Aluminium Sulphate
Barium Sulphate
Calcium Carbonate
Caustic Soda
Hydrochloric Acid
Magnesium Oxide
Phosphates
Soda Ash
Sodium Hydroxide
Sodium Nitrate
Ferric Chloride
Sulphuric Acid
Zinc Oxide

Petroleum derivatives

Brake Fluids
Carbon Black
Mineral Base Oils
Waxes
White Oils
Aviation Gases

Coalescing agents

Conditioners
Resistant Agents
Anti-bacterial Agents
Fibers-Softeners
Fibers and Finishing Agents
SIC
SLES 200ml

AND PERSONAL CARE INDUSTRIES SPECIALTIES FOR COSMETICS

Eye Irritation Caps
FAC
Polysiloxane, G-5 High Impact, E-PS
Polysiloxane, Home- & Co-polymers
Polysiloxane, LDF, LDFE, HDPE
VBS

Plastics

Acidity Index Improver
Additive Packages

Lubricant oil additives

SRK Rubber
EPDM Rubber
Chlorinated Rubber
Butyl Rubber
Brominated Rubber

Synthetic rubbers

Synthetic Carboxylic Acids
Vinyl Acetate Monomer
Polyvinyl Acetate
Polyurethane
Glycolic - MEG, DEG, TEG, MEG
glycolic
Acrylic Acid

Organic chemicals

Surface & Screen Treatment Copolymers
Sulphonic
iso-Octane
Tributyl

Refinery and process chemicals

DIME, DIDS
Phthalates - DOP, DINP, DIDP
Aliphatics - DCA, DMA, DIDA
Aliphatic Aminoalcohols
Methacrylamides
iso-Decyl Alcohol
iso-Nonyl Alcohol
iso-Octanol
S-Ethyl Hexanol

Plasticized chemicals

Product list



SOLVOCHEM

(Kraton D and Kraton G from KRATON POLYMERS)

Robustic Polyureth (R)
Styrene-Propylene-Styrene (SPS)
Styrene-Ethylene-butylene-Styrene (SEBS)
Styrene-butadiene-Styrene (SBS)

Speciality Elastomers

MX 200
Neoprenyl Glycol (NMG)
Fenils
Toluylpolyurethane
Hydroxylone (HQ)
Di-Triethylhydroxime
Perfluorinated mono grade

Polyalkohols

Additives B Catalyst
TDI
Polyol-Conventional B polymeric

Polyurethane Chemicals

Zurkolon
Oxygen scavengers
Metalchelat
Complexion & Scale Inhibitors
Bioactives
Vulcanizants & Dieneamts
Auroplams
Aramonomers - MEA, DEA, TEA

treatment chemicals

Oil, gas, and water
Tallow
Tall Oil
Soyabean Oil
Palm Oil & Palm Stearine
Coconut Oil
Vegetable oils, Animal fats

Vegetable oils, Animal fats

Technical grades
Ethanol (99.9%)
Ethanol (99.999999%)
Ethanol (99.999999%)
Methanol

Alcohols

IGC
Hydrol
polyester resins

Trichloroethylene
Perchloroethylene
Methylene Chloride
Chlorinated solvents

Coating pigments

Aviation Glycer
White Oils
Waxes
Mineral base Oils
Black Pigments

Petroleum derivatives

Zinc Oxide
Sulphuric Acid
Femic Ethyls
Sodium Nitrate
Sodium Hydroxide
Zinc Ash
Phosphorus
Magnesium Oxide
Hydrochloric Acid
Caustic Soda
Calcium Carbonate
Barium Sulphate
Aluminium Sulphate

Inorganic chemicals

Deionomized White Sprays
Methoxy Propoxide
Cyclic Hexamers
Finers, Blends
Wettable Sprays
ZBRs
Hexane
Heptane
Xylene
Toluene
High Aromatics
Methyl Isobutyl Ketone
Methyl Ethyl Ketone
iso-Propanol
iso-Butanol
N-Propanol
Ethyl Acetate
Butyl Acetate
Acetone
Organic solvents