



## TANZANIA INVESTMENT CENTRE

### REGISTRATION FORM FOR CERTIFICATE OF INCENTIVES

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

Tanzania Investment Centre  
9A & B Shaaban Robert Street  
P. O. Box 938

**DAR ES SALAAM**

Tel. 2116328

Fax. 2118253

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

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

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

THE UNITED REPUBLIC OF TANZANIA

THE TANZANIA INVESTMENT ACT  
(No. 26 of 1997)

APPLICATION FOR REGISTRATION  
(Made under Regulation 42)

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

1. I/we WEIYI CHEN  
(director/directors/agent of TANSINO QUARRIES LIMITED  
(name of business enterprise) apply for registration of CERTIFICATE OF INCENTIVES FOR WAREHOUSE  
AND INTEGRATED LOGISTICS CENTER  
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 92, 93, 95 and  
118 KAROLE, VIKINDU, MKURANGA, Pwani REGION, TANZANIA
- 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 92, 93, 95 AND 118
4. The Principal Officers of the Company are  
① WEIYI CHEN - MANAGING DIRECTOR  
② FAN XUEJUN - DIRECTOR
5. Auditors of the Company are NOT YET APPOINTED
6. The authorized share capital of the Company is Tshs. ~~US\$~~  
2,500,000,000 Tanzania Shillings

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is ~~Tshs./US\$~~ 500,000 US DOLLARS

8. The month and day of the financial year end is 31/12

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\$~~ 1100 BY CONTROL NUMBER Being the Registration Fees. *In the event this application is unsuccessful we understand that this fee will not be refunded.*

I, WEIYI CHEN of Post Office Number 72051

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

authorized agent of TANSINO QUARRIES LIMITED

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

Declared at Dar es Salaam

The 02 day of January 2003

Wei Yi Chen

Applicant

Before me:

Emmanuel Frederick

Commissioner for Oaths



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

### APPLICATION SUMMARY

Company Name: TANSINO QUARRIES LIMITED

COI Number: 56496 Status: ACTIVE

COI Date: 18/05/2006

Post Box: 72051

Town: DALES SALAM

Sector: LOGISTICS

Sub-Sector: WAREHOUSING / LOGISTICS CENTER

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

Foreign Equity	Local Equity	Foreign Loan	Local Loan
<u>500,000 USD</u>	<u>—</u>	<u>—</u>	<u>—</u>

Project Objectives: Development of an integrated logistics and warehouse center located at Karole, Mkuranga at plot 92, 93, 95 and 118, Vukundu designed to offer modern logistics solutions for local and international clients who need supply chain storage for both ex. port. import and in country storage

Capacity: 2,500 sqm (with expected growth and expansion in phase II)

Employment: Foreign: 2 Local: (50 expected) Total: 52 (Fifty Two)

Implementation Period: 3 years

**Project Location**

Site/Plot/Block No.: 92, 93, 95, 118

Street: KAROLE District: VUKUNDU, MKURANGA Region: RWANI  
 (Attach sketch map showing project location)

Shareholders	Nationality	%
<u>WEIYI CHEN</u>	<u>CHINESE</u>	<u>54.5%</u>
<u>FAN XUEJUN</u>	<u>CHINESE</u>	<u>45.5%</u>
.....	.....	.....
.....	.....	.....
.....	.....	.....

<b>Investment Breakdown</b>	<b>US\$/Tshs.M</b>
Land/Building	..... 282,700 USD
Plant	..... 360,000 USD
Vehicles	..... 150,000 USD
Furniture & Fittings	..... 180,000 USD
Pre-expenses	..... 20,000 USD
Others	..... —
Working Capital	..... 200,000 USD
<b>TOTAL</b>	..... 1,192,700 USD

**Contact Details:**

Name: WEIMI CHEN ..... Title: MANAGING DIRECTOR  
 Telephone: 0767 951 765 ..... Fax: —  
 Email: tansinotanzania@gmail.com

Tansino Quarries Limited



# Evidence of Land for Project

DATED THIS ..... DAY OF JANUARY, 2025

## SALE AGREEMENT

Between

**SOAP AND ALLIED INDUSTRIES LIMITED**

And

**TANSINO QUARRIES LIMITED**

### PROPERTY

PROPERTY TO BE SOLD: Plots No. 92,93,95 and 118 with 28.27 Acres LOCATED AT KAZOLE  
VIKINDU AREA – MKURANGA DISTRICT WITHIN COAST REGION

**DRAWN BY:-**

F.S.Kinabo & Company, Advocates,  
Appt.106/107 Vohora Building,  
Boma Road,  
P.O. Box 825,  
Arusha

E-mail: [emmanuel@kinaboadvocates.com](mailto:emmanuel@kinaboadvocates.com)

## SALE AGREEMENT

THIS AGREEMENT is made on the ..... day of **January**, 2025

**Between**

**SOAP AND ALLIED INDUSTRIES LIMITED**, A Company registered in the United Republic of Tanzania of P. O. Box 283, DAR ES SALAAM (hereinafter referred to as the "**SELLER**") of the one part;-

**And**

**TANSINO QUARRIES LIMITED** a Company registered in the United Republic of Tanzania with Incorporation No.....of Telephone Number 0766-373666 Dar es salaam (hereinafter referred to as the "**PURCHASER**") of the other part;-

**WHEREAS** the **SELLER** desires to sell and the **PURCHASER** desire to purchase the **SELLER'S** property on the terms and subject to the conditions hereinafter set forth;

**NOW THEREFORE IN CONSIDERATION** of the promises and the mutual covenants of the parties hereto as set forth hereinafter, it is mutually agreed as follows;-

### **1: DEFINITION AND INTERPRETATION**

1:1 In this Agreement, unless the context otherwise requires;-

**"Agreement"** means this Sale Agreement as originally executed, and all instruments supplemental thereto and any amendments to this Agreement subsequently agreed upon from time to time in writing by the parties.

**"Completion"** means the Completion of all those matters set out in Clause 4:1;

**"Completion Date"** means the date on which Completion occurs;

**"Consideration"** means the sum of the Purchase Price amounting **Two Hundred Eighty Two Thousand Seven Hundred United States Dollars (USD 282,700.00)** based on a rate of USD 10,000.00 per Acre

**"Encumbrance"** means any encumbrance including without limitation Any claim, debenture, mortgage, pledge, charge, lien, Deposit by way of security, bill of sale, option or right of Pre-emption, beneficial ownership, (including usufruct And similar entitlements) any provisional or executorial attachment and any other interest held by third party.

**"Government"** means the Government of the United Republic of Tanzania.

- "Information"** means all information relating to the Property as hereinabove described, the subject of this Agreement, including without limitation information relating to the Title over the Property as originally existing;
- "Party"** means any one of the signatories to this Agreement;
- "Permits"** means all permits, licenses, consents, approvals, certificates, qualifications, registrations or other authorizations, of filings of notification, reports or assessments to be issued to the PURCHASER the transfer of the Property to the PURCHASER.
- "Property"** means Plot No. **92,93,95 and 118 (with a Total area of 28.27 Acres)** located at **KAZOLE VIKINDU AREA – MKURANGA DISTRICT** within **COAST REGION**
- "Purchase Price"** means **Two Hundred Eighty Two Thousand Seven Hundred United States Dollars (USD 282,700.00)**
- "Taxation"** means all forms of taxation, duties, levies, imposts and Social security charges, including, without limitation, Value added tax, capital gains tax and other legal Transaction taxes, (municipal) real estate taxes other Municipal taxes and duties, land rent, environment Taxes and duties and any other type of taxes or duties Payable by the SELLER with any interest, penalties surcharges or fines relating thereto, due payable levied, imposed upon or claimed to be owed by the SELLER up to the date of Delivery of the Certificate of Title to the PURCHASER. Thereafter such costs and taxes shall be payable by the PURCHASER as per the law.
- 1:2 References to the singular include, when the context so admits references to the plural and vice versa and references to Clauses, and Schedules are references to the Clauses of this Agreement.
- 1:3 References to any statutes shall include any statute, by law, regulation or delegated legislation modifying, re-enacting or made pursuant to the same or which is modified, re-enacted or extended by the same or pursuant to which the same is made.
- 1:4 Words importing the masculine gender shall include the feminine gender And vice – versa.
- 1:5 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
- 1:6 References to any document or agreement include references to such document or agreement as amended, novated, replaced or supplemented from time to time.

1:7 Reference to any person or Party include that person's or Party's successors or permitted assigns.

1:8 If any of the provisions in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceability shall not affect any other provision hereof, and the invalid, illegal or unenforceable provision will be deemed never to have been contained herein. In the event of such invalidity, illegality or unenforceability, the Parties shall use their best efforts to achieve the purpose of the relevant provision by amending this Agreement and providing for a new legally valid and enforceable provision.

## 2. SALE OF ASSETS AND PRICE

2.1 Upon and subject to the terms and conditions of this Agreement, the SELLER shall sell, and hand over to the PURCHASER, and PURCHASER shall purchase and acquire from the SELLER all that land described as Plots No. 92,93,95 and 118 **Kazole Vikiindu Area, MKURANGA DISTRICT WITHIN COAST REGION**, and the developments made therein. The property is surveyed for use as Industrial land but does not have a Certificate of Title until such time that the SELLER shall process and issue it in the PURCHASER'S name.

The Purchase Price for the Property stated in Clause 2.1 above shall be **Two Hundred Eighty Two Thousand Seven Hundred United States Dollars (USD 282,700.00)**

Provided that the PURCHASER shall be entitled to a Derivative Title under the Tanzania Investment Centre (TIC) for being a Foreign Company.

## 3. TERMS AND CONDITIONS OF PAYMENT OF THE PURCHASE PRICE

3.1 The purchase price is payable in two installments whereby 40% of the Consideration is payable on signing this agreement, and the remainder 60% of the consideration shall be payable upon the SELLER obtaining the Certificates of Right of Occupancy for the sold plots and supplying the same to the PURCHASER, and upon receipt of the Certificates of Title in the Purchaser's name by the PURCHASER.

3.2 That the purchase price has taken consideration of the fact that the PURCHASER has undertaken to construct an all-weather passable access road to the property hereby sold and the same shall be usable by the general public including the SELLER.

3.3 That the Parties further agree to execute a Memorandum of Understanding to govern the construction in clause 3.2 hereof which shall have the same strength and powers as this agreement in as far as the access road hereby described is concerned and it shall be enforceable in a court of law.

## 4. DELIVERY, GIVING POSSESSION AND TRANSFER OF TITLE

4.1 Upon completion, the SELLER shall deliver to the PURCHASER

- 4.1.1 The Certificate of Title for the Property duly registered in the name of the Purchaser, free and discharged of all mortgages or other encumbrances if any and with use category being Industrial.
- 4.1.2 Vacant possession of the Property together with a power supply point at the outer part of the fence of each Plot sold.
- 4.1.3 The information and all other records, documents, lists categories, literature and material as are included in, or relate to, the Property.
- 4.1.4 Upon being given possession of the property, purchaser will have an exclusive title over the property and he will be at liberty if he so wishes to dispose it to private person, corporate body, governmental and non-governmental organizations or any other person of whatever description.
- 4.1.5 That, there will be no time limit required for the PURCHASER to develop the plots. To be specific, the Purchaser will be at liberty to develop that plots at any time he wishes to do so, subject to the conditions of the PURCHASER'S Certificate of Title and land regulations.
- 4.1.6 That the PURCHASER shall not be charged any management or maintenance charges by the SELLER or any other authority having management of the industrial area where the sold Plots are located.

## **5. STATUS OF THE PROPERTY**

- 5.1 The PURCHASER had prior to the execution of the Sale Agreement, received an undertaking from the SELLER that the said land is surveyed and ready for issuance of new Certificates of Title and that this agreement is based upon the undertaking by the PURCHASER that the information is accurate and a true representation of the status of the property being sold hereby.
- 5.2 That the PURCHASER had prior to execution of this agreement conducted a due diligence of the SELLER'S capacity to dispose of the property hereby sold and that the latter has a clean title to pass to the PURCHASER.

## **6. REPRESENTATIONS AND WARRANTIES OF THE SELLER**

- 6.1 The SELLER represents and warrants to the PURCHASER as of the date of signing of this Agreement that it is acting in good faith and that each representation and warranty as it applies to it, is true, accurate, complete and not misleading.
- 6.2 The SELLER represents and warrants the following to the PURCHASER as of the date of signing of this Agreement;
  - 6.2.1 The SELLER is the legally registered occupant of the piece and parcel of land, being the Property, and therefore has title to transfer to the PURCHASER.

6.2.2 The execution of this Agreement by the SELLER shall constitute a legal, valid and binding obligation of the SELLER in accordance with its terms.

6.3 The SELLER acknowledges that the PURCHASER is relying upon the representations and warranties given by it under this Clause 6 in entering into this Agreement.

6.4 That in the event of the Seller failure to give vacant possession and title to the Purchaser of the Plot of Land earmarked for sale or any other Plot hereby sold, this agreement shall terminate at the option of the Purchaser and the Seller shall be obliged to refund all the monies paid upon it vide this agreement plus an interest of Ten per centum(10%) thereon.

6.5 That the SELLER is obliged to deliver to the PURCHASER the Certificates of Title to the land hereby sold within a period of Forty (40) days from the date of signing this deed subject to any delays beyond its control and/or due to the PURCHASER'S TIC Status, failure of which the SELLER shall be deemed to have failed to pass title to the PURCHASER under clause 6.4 hereof.

## **7. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

7.1 The PURCHASER represent and warrant the following to the SELLER as of the date of signing of this Agreement;

7.1.1 All actions required to authorize the entering into this Agreement by the PURCHASER and the performance of its obligations hereunder have been duly taken;

7.1.2 The execution of this Agreement or the performance by the PURCHASER of obligations hereunder will not result in any breach of any agreement to which the PURCHASER or of any Court order; and

7.1.3 This Agreement has been duly executed and delivered by the PURCHASER and constitutes a legal, valid and binding obligation of the PURCHASER in accordance with its terms.

7.1.4 That the PURCHASER is registered under the Tanzania Investment Centre and shall supply the SELLER with a certificate of Incentives for purposes of issuance of its Certificate of Right of Occupancy.

7.2 The PURCHASER acknowledges that the SELLER is relying upon the representations and warranties given by the PURCHASER under this Clause 7 in entering into this Agreement.

## **8. SURVIVAL AND BREACH OF REPRESENTATIONS AND WARRANTIES**

8.1 The SELLER shall indemnify the PURCHASER against all actions, claims, Demands or loses arising from any misrepresentation, breach of warranty or breach of undertaking by the SELLER under this Agreement provided that, in the case of any action, claim, demand or loss arising from any breach of warranty.

- 8.1.1 No such claim shall be made unless it exceeds Tanzanian shillings **ONE MILLION (Tshs. 1,000,000/=)**
- 8.1.2 The aggregate liability of the SELLER in respect of all claims to the PURCHASER is not limited to the Purchase Price plus interest thereon at the rate of 10%.
- 8.1.3 The SELLER'S liability under this clause shall cease with the delivery of Title in the PURCHASER'S name.
- 8.2 The PURCHASER shall indemnify the SELLER against all actions, claims demands or losses arising from any misrepresentation by the PURCHASER under this Agreement or breach of any terms hereof and that the aggregate liability of the PURCHASER in respect of all claims is limited to the Purchase Price.
- 8.3 Recovery or indemnification for or by any Party for any misrepresentation or breach of under this Agreement shall be permitted only in respect of claims made prior to the First Anniversary of the date the Agreement is signed. No party shall have any liability whatsoever in respect of any such breach occurring on or following the First Anniversary of the date of this Agreement.
- 8.4 Each of the obligations, warranties indemnities accepted, given, made, repeated or deemed repeated under this Agreement which have not been fully performed at Completion shall continue in full force and effect notwithstanding completion or any other event or matter whatsoever and shall inure to and be of the benefit of the parties and their respective successors and permitted assigns.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of Tanzania.
- 9.2 Any dispute arising out of or in connection with this Agreement shall be settled amicably by the Parties failing which the aggrieved Party may take, if the claim is within the pecuniary jurisdiction of the High Court, legal action at the Commercial Division of the High Court.

## **10. BREACH OF AGREEMENT AND FORCE MAJEURE**

- 10.1 If any representation or warranty mentioned in these presents is incorrect or should a party be in default in executing or failing to execute any of its obligations hereunder, any other party shall be entitled to notify the defaulting party in writing with appropriate particulars and if such other party cannot be satisfied as to any corrective action taken in respect thereof or if the inaccuracy is not corrected or the obligations executed within seven (7) days from the date of the written notice, such other party shall have the right to exercise any recourse available in law.
- 10.2 In Case of default, all rights and remedies conferred by this Agreement are additional to and without prejudice to any other rights or remedies under

the general law, including any right to specific performance, to claim damages or compensation, any right to rescission and any the statutory remedies.

10.3 No party (or any person acting on their behalf) shall have any responsibility or liability for failure to fulfill any obligation under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure.

10.4 A party claiming the benefit of this provision shall, as soon as reasonably possible upon the occurrence of any such event, notify the other party of the nature and extent of such force majeure condition and shall use due diligence to remove any such causes and resume the performance of this Agreement as soon and as far as it would be possible.

## **11. EXPENSES AND TAXES**

11.1 All taxes, duties or fees and all other such payments incidental to the transactions contemplated by this Agreement shall be paid by the SELLER with the exception of Stamp Duty and costs of obtaining the Certificate of Title in its name.

## **12. FURTHER ASSURANCES**

The SELLER shall execute such other documents and do such other acts and things as the PURCHASERS may reasonably require in order perfecting the right, title and interest of the PURCHASER in the Property.

## **13. ANNOUNCEMENTS OR COMMUNICATIONS**

No announcement or communication concerning the terms or conditions of this Agreement shall be made or authorized by any of the Parties before the Completion Date without the prior written consent of the other party except to the extent any statement or disclosure may be required by law.

## **14. COMPLETE AGREEMENT AND AMENDMENTS**

This Agreement constitutes the complete agreement between the parties as to the matters herein dealt with and replaces all other agreements in this regard, if any. This Agreement may not be modified or amended except by written document signed by each of the Parties.

## **15. WAIVER OF RIGHTS**

Except as otherwise provided in this Agreement or in the case of an express written waiver, the fact that either party does not exercise all or any part of its rights which are conferred by this Agreement shall not constitute in any event the waiver or abandonment of the rights not exercised.

## **16. SUCCESSORS AND ASSIGNS**

16.1 This Agreement shall inure to the benefit of the Parties and their respective successors and permitted assigns.

- 16.2 It is hereby agreed and declared that the PURCHASER is entitled to assign or transfer the rights and/or obligations under this Agreement to any person or their associate company's subject to the several covenants and obligations contained herein and SELLER shall not raise any objections or requisitions in respect thereof.

## 17. NOTICES

- 17.1 All notices, requests, consents, demands waivers or other communications under or in connection with this Agreement shall be in writing in the English language and shall be sent by hand delivery or by prepaid first class registered air mail to the addresses set forth below;

- 17.2 In the case of the PURCHASER to;

**TANSINO QUARRIES LIMITED,  
c/o F.S. Kinabo & Company, Advocates,  
P. O. Box 825,  
ARUSHA.**

In the Case of the SELLER to:

**The Managing Director,  
Soap and Allied Industries Limited,  
P.O. Box 283,  
Dar es salaam**

- 17.3 The parties may, at any time, by like notice to each other party designate any other addresses and/or telefax number to which notices and other communications should be transmitted.
- 17.4 Any such notices, requests, demands or communications shall be deemed to have been properly given or delivered as aforesaid to the party to which it was addressed only when it has been received by such party, and in the case of registered mail, on the fourteenth (14<sup>th</sup>) business day following posting, and to prove such posting it shall be sufficient to prove that the envelope was properly addressed, stamped and mailed at a post office.

## 18. IMPLEMENTATION OF AGREEMENT

Each of the parties undertake to take all steps necessary for its implementation and to sign or to have signed from time to time all other documents, contracts or writing and to do, or to see that there is done, all that which is considered necessary in order to fulfill the object of this Agreement and in order to give full effect to all of its provisions.

## 19. COUNTERPARTS

This Agreement may be executed in three (3) counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same instrument.

**IN WITNESS WHEREOF;-** The parties hereto have executed this Agreement on the day and year first hereinabove written.

1

SIGNED, SEALED and DELIVERED  
By SOAP AND ALLIED INDUSTRIES  
LIMITED.

in our presence this  
10th day of January, 2025



WITNESS;

Name: MR ZAMIR KHANNA

Signature: [Handwritten Signature]

Postal Address: P.O. Box 283 DAR ES SALAAM

Qualification: DIRECTOR



WITNESS;

Name: HAMID BHARMAL

Signature: [Handwritten Signature]

Postal Address: P.O. Box 283 DAR ES SALAAM

Qualification: DIRECTOR

IN MY PRESENCE;

Name: Emmanuel Frederick

Signature: [Handwritten Signature]

Postal Address: Box 825 ARUSHA

Qualification: Advocate, Notary Public & Commissioner for Oaths



SIGNED, SEALED and DELIVERED  
By TANSINO QUARRIES LIMITED.

in our presence this  
10th day of January, 2025

COMMON SEAL

WITNESS;

Name: [Handwritten Name]

Signature: [Handwritten Signature]

Postal Address: [Handwritten Address]

Qualification: [Handwritten Qualification]

**WITNESS;**

Name: Xu Long Chen.....

Signature: [Handwritten Signature].....

Postal Address: .....

Qualification: .....

**IN MY PRESENCE;**

Name: Emmanuel Frederick

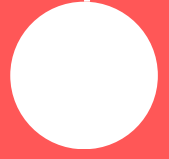
Signature: [Handwritten Signature].....

Postal Address: P.O. Box 825, Arusha

Qualification: Advocate/Notary Public



Tansino Quarries Limited



# Legal Commitment to Finance the Project

**UNITED REPUBLIC OF TANZANIA**

**THE OATHS (JUDICIAL PROCEEDINGS) AND STATUTORY  
DECLARATIONS ACT, CAP. 34 RE 2002**

**AFFIDAVIT IN SUPPORT OF CAPITAL RAISING AND FUNDS PROVISION  
BY DIRECTORS AND SHAREHOLDERS OF TANSINO QUARRIES LIMITED.**

I, **WEIYI CHEN** an adult, Chinese National of Passport Number E<2873311 and Shareholder/Director of Tansino Quarries Limited, Body Corporate, incorporated in the United Republic of Tanzania, **Brela Registration Number 56496**, do hereby **SOLEMNLY AFFIRM** and state that,

1. I am the deponent herein as such I am conversant with the facts I am about to depone hereunder.
1. I am a Director and Shareholder of **M/s Tansino Quarries Limited** a Limited Liability Company registered and incorporated under the laws of the Tanzania, with its principal place of business located at **Mindu Tulieni, Chalinze, Lugoba, Pwani Region, Tanzania**
2. I certify that on **02<sup>nd</sup> January, 2025** the shareholders/members/board of directors of **M/s Tansino Quarries Limited** passed a resolution in accordance with the governing documents of the company, approving amongst other things the Application for Certificate of Incentives as issued by the Tanzania Investment Center for project known and styled as **Tansino Integrated Warehousing and Logistics Project to be located At Plot 92,93,95 and 118 of 28.27 acres located at Kazole,Vikindu, Mkuranga, Pwani Region, Tanzania**
3. I certify that on **02<sup>nd</sup> January, 2025**, the shareholders/members/board of directors of **M/s Tansino Quarries Limited** passed a resolution in accordance with the governing documents of the company, approving amongst other things that the Shareholders and Directors of the Company have agreed to provide funds, finance and implement project known as **Tansino Integrated Warehousing and Logistics Project to be located At Plot 92,93,95 and 118 of 28.27 acres located at Kazole,Vikindu, Mkuranga, Pwani Region, Tanzania**
4. I certify that I have the necessary means to raise the aforementioned funds which shall be invested in the project known and styled as **Tansino Integrated Warehousing and Logistics Project to be located At Plot 92,93,95 and 118 of 28.27 acres located at Kazole,Vikindu, Mkuranga, Pwani Region, Tanzania**
5. I certify that I shall personally ensure that the project known and styled as **Tansino Integrated Warehousing and Logistics Project to be located At Plot 92,93,95 and 118 of 28.27 acres located at Kazole,Vikindu, Mkuranga, Pwani**

Region, Tanzania is completed as per project plan to the full satisfaction of the company as well as all relevant stakeholders in the project including the Tanzania Investment Center.

6. The affidavit is made in good faith and is not detrimental to any other businesses or institutions.
7. I further affirm that all the information provided in this affidavit is true, accurate, and complete to the best of my knowledge.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the *Oaths (Judicial Proceedings) and Statutory Declarations Act, Cap. 34 RE 2002*.

**VERIFICATION**

I, the said **WEIYI CHEN**, do verify that, what is stated above is true according to my own knowledge.

Dated and Declared at Dar Es Salaam this 02<sup>nd</sup> Day of January, 2025.

  
\_\_\_\_\_  
**WEIYI CHEN**

**AFFIRMED** at Dar Es Salaam by )  
the said **WEIYI CHEN** )  
who is known/identified to by me )  
..... )  
in my presence this 02<sup>nd</sup> Day of January, 2025)

  
\_\_\_\_\_  
**DEPONENT**

**WITNESS:** Emmanuel Frederick  
Name:.....

Signature:.....

Address: P.O. Box 85, Mwanza.....

Qualification: Advocate.....



**DRAWN BY:**  
LexiForte Law Firm (Advocates)  
Mwalimu Julius Nyerere Pension Tower, 2<sup>nd</sup> Floor,  
Morogoro Road/Bibi Titi Mohamed Street,  
P. O. Box 77123,  
**DAR ES SALAAM**

**UNITED REPUBLIC OF TANZANIA**

**THE OATHS (JUDICIAL PROCEEDINGS) AND STATUTORY  
DECLARATIONS ACT, CAP. 34 RE 2002**

**AFFIDAVIT IN SUPPORT OF CAPITAL RAISING AND FUNDS PROVISION  
BY DIRECTORS AND SHAREHOLDERS OF TANSINO QUARRIES LIMITED.**

I, **FAN XUEJUN** an adult, Chinese National of Passport Number ~~€41,064,536~~ and Shareholder/Director of Tansino Quarries Limited, Body Corporate, incorporated in the United Republic of Tanzania, **Brela Registration Number 56496**, do hereby **SOLEMNLY AFFIRM** and state that,

1. I am the deponent herein as such I am conversant with the facts I am about to depone hereunder.
1. I am a Director and Shareholder of **M/s Tansino Quarries Limited** a Limited Liability Company registered and incorporated under the laws of the Tanzania, with its principal place of business located at **Mindu Tulieni, Chalinze, Lugoba, Pwani Region, Tanzania**
2. I certify that on **02<sup>nd</sup> January, 2025** the shareholders/members/board of directors of **M/s Tansino Quarries Limited** passed a resolution in accordance with the governing documents of the company, approving amongst other things the Application for Certificate of Incentives as issued by the Tanzania Investment Center for project known and styled as **Tansino Integrated Warehousing and Logistics Project to be located At Plot 92,93,95 and 118 of 28.27 acres located at Kazole,Vikindu, Mkuranga, Pwani Region, Tanzania**
3. I certify that on **02<sup>nd</sup> January, 2025**, the shareholders/members/board of directors of **M/s Tansino Quarries Limited** passed a resolution in accordance with the governing documents of the company, approving amongst other things that the Shareholders and Directors of the Company have agreed to provide funds, finance and implement project known as **Tansino Integrated Warehousing and Logistics Project to be located At Plot 92,93,95 and 118 of 28.27 acres located at Kazole,Vikindu, Mkuranga, Pwani Region, Tanzania**
4. I certify that I have the necessary means to raise the aforementioned funds which shall be invested in the project known and styled as **Tansino Integrated Warehousing and Logistics Project to be located At Plot 92,93,95 and 118 of 28.27 acres located at Kazole,Vikindu, Mkuranga, Pwani Region, Tanzania**
5. I certify that I shall personally ensure that the project known and styled as **Tansino Integrated Warehousing and Logistics Project to be located At Plot 92,93,95 and 118 of 28.27 acres located at Kazole,Vikindu, Mkuranga, Pwani**

**Region, Tanzania is completed as per project plan to the full satisfaction of the company as well as all relevant stakeholders in the project including the Tanzania Investment Center.**

6. The affidavit is made in good faith and is not detrimental to any other businesses or institutions.
7. I further affirm that all the information provided in this affidavit is true, accurate, and complete to the best of my knowledge.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the *Oaths (Judicial Proceedings) and Statutory Declarations Act, Cap. 34 RE 2002.*

**VERIFICATION**

I, the said **FAN XUEJUN**, do verify that, what is stated above is true according to my own knowledge.

Dated and Declared at Dar Es Salaam this 02<sup>nd</sup> Day of January, 2025.

范学军  
FAN XUEJUN

**AFFIRMED** at Dar Es Salaam by )  
the said **FAN XUEJUN** )  
who is known/identified to by me )  
..... )  
in my presence this 02<sup>nd</sup> Day of January, 2025)

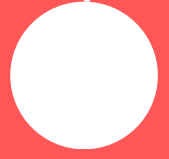
范学军  
DEPONENT

**WITNESS:** Emmanuel Frederick  
Name:.....  
Signature:.....  
Address: P.O. Box 77123, Dar Es Salaam  
Qualification: ADVOCATE



**DRAWN BY:**  
LexiForte Law Firm (Advocates)  
Mwalimu Julius Nyerere Pension Tower, 2<sup>nd</sup> Floor,  
Morogoro Road/Bibi Titi Mohamed Street,  
P. O. Box 77123,  
**DAR ES SALAAM**

Tansino Quarries Limited



# BRELA Search Document



TANZANIA



## Register of Companies Detailed information

**Information date and time:** 06/01/2025 18:02:23

**Last update date and time:** 05/08/2024 09:18:00

**Registration date and time:** 18/05/2006 00:00:00

- Status:** Registered
- Incorporation number:** 56496
- Company:** TANSINO QUARRIES LIMITED
- Company type:** Private company Limited by shares
- Registered office:** Region Pwani, District Bagamoyo, Ward Lugoba, Postal code 61311, Street Nil, Road Nil, Plot number 01, Block number Nil, House number MINDU TULIENI, CHALINZE, LUGOBA, PWANI
- Contacts:** Email: accounts@tansino.co.tz, Mob no/Tel no: 0767951765, P.O.Box 72051
- Business activity:** 0899 - Other mining and quarrying n.e.c., Main activity
- Directors / Directors in the country of origin:** WEIYI CHEN, Chinese  
FAN XUEJUN, Chinese
- Company secretary / Company secretary in the country of origin:** XINXIN QIU, Chinese
- Authorised share capital:** 2500000000 TZS
- Class of shares:** Class Ordinary: 5000 shares, 500000 TZS/share, 2500000000 TZS
- Shareholders:** WEIYI CHEN Class Ordinary 600 shares taken  
FAN XUEJUN Class Ordinary 500 shares taken

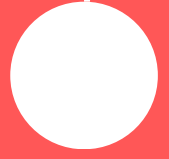
Information ordered by: MOSES KAMAU

NOTE. Information printed from the Register of Company is true and complete as per extract generation date and time. Please be advised to refer to the Online Registration System at BRELA ([ors.brela.go.tz](http://ors.brela.go.tz)) for an up-to-date information regarding given Company.



Princ. Asst. Registrar of Companies

Tansino Quarries Limited



# Business Plan



**BUSINESS CONCEPT**

**&**

**FEASIBILITY PLAN**

**FOR**

**PROPOSED TANSINO INTEGRATED  
WAREHOUSING AND LOGISTICS CENTER**

**PREPARED BY**

**M/s TANSINO QUARRIES LIMITED,**

**DAR ES SALAAM, TANZANIA**



## TABLE OF CONTENTS

	Page
1. Business Proposal.....	2
2. Company's Background .....	2
3. Market Potential .....	3
4. The Company's Objectives.....	3
5. Implementation Schedule .....	4
6. Capital Investment Cost .....	5
7. Financial Plan (Use of Funds) .....	5
8. Economic Growth.....	6
9. Competition/Market .....	6
10. Economic Benefits and Value to the Community .....	7
11. Business Strategy .....	8
12. Conclusion and Recommendation .....	9
13. Financial and Economic Analysis .....	8
14. Sensitivity Analysis.....	9
15. Appendix .....	10



**ESTABLISHING AND OPERATING AN INTEGRATED WAREHOUSING AND LOGISTICS CENTER AT PLOT 92,93,95 AND 118, KAZOLE, VIKINDU, MKURANGA, PWANI REGION, TANZANIA**

**1. BUSINESS PROPOSAL**

This Business Plan has been prepared by **M/s Tansino Quarries Limited** for a proposed Logistics Center to be located at that property currently known and registered as Plot 92,93,95 And 118, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania.

The Business Plan has been prepared to manifest and analyze the financial and other resources required for the implementation of the proposed business and also assess its economic viability and commercial viability for presentation to the Shareholders of M/s Tansino Quarries Limited and external parties including financial institutions, the revenue authority and potential investment partners. Key to this presentation is the allocation of funds so as to supplement the equity contribution.

**2. COMPANY'S BACKGROUND**

**M/S Tansino Quarries Limited** is a private company registered / incorporated in Tanzania by Registrar of Companies.

The company's shareholders seek to invest in a warehousing and logistics center under the auspices and guidance of the Tanzania Investment Center at premises to be constructed at Mkuranga, Pwani Region, Tanzania.

Mkuranga is home to a variety of small and medium sized businesses, including wholesalers, retailer stores, milling equipment, restaurants, butchers, pharmacies, garages, gasoline stations, guest rooms, local bars, salt farms, hardware stores, slaughterhouses, and bars especially in the wards bordering Dar es Salaam region. There has been a notable increase in investment of light industries in the region where investors have been attracted by favorable investment climate, nearness to Dar es Salaam and its Port leading to regional and international export

A fact sheet on the port of Dar es Salaam shows that Dar es Salaam port is the Tanzania principal port with a rated capacity of 14.1 million (MT) dry cargo and 6.0 million (MT) bulk liquid cargo. The Port has a total quay length of about 2,600



metres with eleven deep-water berths. Dar es Salaam port handles about 95% of the Tanzania international trade. The port serves the landlocked countries of Zambia, Democratic Republic of Congo, Burundi, Rwanda, Malawi, Uganda and Zimbabwe.

The port is strategically placed to serve as a convenient freight linkage not only to and from East and Central Africa countries but also to middle and Far East, Europe, Australia and America.

Facilities available to support operations of Dar es salaam port are as follows:

General cargo Berth (0-5) for break bulk, dry bulk and one RORO berth to handle vehicles. Container Terminal Berths (Berth 5 -11) Grain Terminal facility (silos with storage capacity of 30,000 tons). Inland Container Deposits (ICDs) facilities with the capacity of 24,300 TEUs and CFs with the capacity of holding 6,000 vehicles at once. A 150,000 MT Single Point Mooring (SPM) – for handling refined and crude oil. Kurasini oil Jetty (KOJ) for handling refined products (tanker size 45,000MT for KOJ1 and 5,000 tons for KOJ2).

Generally, the intrinsic capacity of the port of Dar es salaam is to handle more than 18 million tons of cargo as follows: -

- General cargo 5.2 million tons.
- Container yard 6.8 million tons.
- Liquid bulk 6.0 million tons.

The Proposed Tansino Integrated Warehousing and Logistics Center will therefore be taking advantage of the intrinsic factors mentioned above while at the same time leveraging on the exciting environment located at Mkuranga for investment purposes.

The management has therefore thought it is prudent to establish and operate high quality and modern facility that will serve this clientele.

### **3. MARKET POTENTIAL**

This clearly represents an opportunity for our organization to not only do profitable business but also provide high quality warehousing and logistics solution product to all our esteemed clientele.

This is also informed by below key factors as analyzed by the company.



## Strategic Location

- **Port of Dar es Salaam:** As one of the largest and busiest ports in East Africa, Dar es Salaam handles a significant volume of cargo. A warehouse and logistics center in close proximity to the port can streamline import and export activities, reducing costs and improving efficiency.
- **Regional Trade Hub:** Dar es Salaam serves as a gateway to several landlocked countries in East Africa, including Uganda, Rwanda, Burundi, and the Democratic Republic of Congo. Efficient logistics facilities can attract businesses from these countries looking for reliable access to international markets.

## Economic Growth

- **Tanzania's Growing Economy:** Tanzania has been experiencing steady economic growth, driven by sectors such as mining, agriculture, and tourism. Increased economic activity generates higher demand for warehousing and logistics services.
- **Infrastructure Development:** The Tanzanian government is investing in infrastructure improvements, including road networks, railways, and port facilities. These investments enhance the viability of logistics operations.

## Business Environment

- **Ease of Doing Business:** Tanzania has been making efforts to improve its business environment. Simplified regulatory procedures, investment incentives, and a stable political climate can attract both local and international businesses to set up operations.
- **Industrialization Agenda:** Tanzania's industrialization agenda aims to boost manufacturing and processing activities. This shift will increase the demand for storage, handling, and distribution services.

## 4. THE COMPANY'S OBJECTIVES

### Proposed Design Plan for the Logistics Center

The proposed facility is designed to be located at that property currently known and registered under Plot 92,93,95 And 118, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania.



The proposed infrastructure development for Tansino Integrated Warehousing and Logistics Center aims to create a state-of-the-art facility that supports diverse industrial activities while promoting regional economic growth. The development will focus on creating a robust logistical network that integrates seamlessly with existing transportation hubs, including major highways, rail links, and proximity to key ports, facilitating efficient movement of goods and services.

Drawing inspiration from like-minded projects in the region, the infrastructure at Tansino Integrated Warehousing and Logistics Center will prioritize the establishment of modern eco-friendly warehousing and logistical solutions, leveraging on ICT and modern storage techniques.

The development will also include environmentally sustainable features to support energy efficiency and reduce the carbon footprint of the logistics center.

To attract a wide range of industries, Tansino Integrated Warehousing and Logistics Center will be designed to accommodate sectors such as manufacturing, logistics, agro-processing, and light industries products. This approach is expected to boost the industrial and economic dynamism of the region.

The project will be a warehousing, cold storage facilities, and a comprehensive logistics center designed to streamline supply chain operations. This focus on logistics aligns with the modern demands of global trade, ensuring that companies who use the facility can efficiently manage their inventory and distribution.

Ultimately, Tansino Integrated Warehousing and Logistics Center aims to be a catalyst for economic transformation, creating employment opportunities and attracting both local and foreign investments. With a strategic focus on export-led growth, the development is set to position the logistics center as a key player in enhancing Tanzania's industrial output and increasing its competitiveness in the global market

**M/s Tansino Quarries Limited** has the following objectives in the setting up of this Logistics Center.

- ❖ To provide high quality industrial storage space in the United Republic of Tanzania;



- ❖ To provide high quality warehouse and logistics facilities in the United Republic of Tanzania;
- ❖ To promote the availability of high quality storage facilities at affordable pricing to all our clientele;
- ❖ **Job creation as the company will create employment opportunities;**
  - **Contract for Design and Build of the facility will be given to local Tanzania company to ensure 100% use of local labor, 100% use of local raw material and local 100% use of local content;**
  - **Top priority on employment will be given to Tanzanian Citizens as we seek to provide jobs and opportunities locally.**
- ❖ Skill development (Transfer of knowledge/human resources development) through on job training;
- ❖ Income generation;
- ❖ Improve their social welfare equally important the company contribute to the government revenue through taxes and other levies.

**Job Creation and Value Addition to the Community**

The Executive Management of M/s Tansino Quarries Limited strongly believes in job creation as well as value addition in the supply chain for the benefit of Tanzanian Citizens.

This has been achieved as below:

S/No	Item	Detailed Statement and Status to date
01	Job Creation	<p>Since its inception, the shareholders and executive management of Tansino Quarries Limited believes in job creation and empowerment of Tanzanian Citizens in jobs and opportunities available at the Tansino Integrated Warehousing and Logistics Center.</p> <p>To this end we have devised clear policy that our employment policy should always consider local Citizens at all times.</p>



<p><b>02</b></p>	<p><b>Training and Development</b></p>	<p>The provision of education, training and personal development is one of those areas of our business where we have an opportunity to put something back into the local community by increasing the overall level of industry skills and knowledge and thereby increasing job prospects for individuals; thus creating increased wealth and prosperity for the longer term. Of course, this is not purely altruistic on the part of Tansino Quarries Limited, there is also a need to bring-on, young, well trained people into the industry who can help Tansino Quarries Limited, grow its own business for the future.</p> <p>We have here an opportunity to utilise some of the revenues gained from the Tansino Integrated Warehousing and Logistics Center to develop this training facility; which will directly support local communities and local businesses through an increased potential for higher skilled, higher paying careers for a significant number of young people from those local communities, thereby creating wealth and reducing local unemployment.</p>
<p><b>03</b></p>	<p><b>Taxes and Duties as a Responsible Corporate Citizen</b></p>	<p>We believe a real opportunity exists here to establish a new high quality Warehouse and Logistics Center. A strong local presence which will focus on the highest levels of Service Delivery for both local, regional and international customers, ensure ongoing investment in the latest equipment, technology and processes and a provider with the ability to introduce a new era in quality within the Tanzanian logistics and warehousing industry.</p> <p>As a responsible Corporate Citizen, this will generate both direct and indirect taxes as well as levies such as Service Levy, WHT, Billboard Revenues, PAYE, SDL, Corporate taxes which leads to added revenue to Government and Local Municipality</p>



**5. PROPOSED IMPLEMENTATION SCHEDULE FOR THE LOGISTICS CENTER**



<b>PHASE I</b> <b>(Comprising of Logistics Center and Road/Utility Infrastructure)</b>	
Period	Activity Schedule
Quarter 1 Year 2025 (January to March)	Project Mobilization – Lease Signing, Contractor, Local Authorities, Work force mobilization
Quarter 2 Year 2025 (April to June)	Project Implementation – Construction Phase I
Quarter 3 Year 2025 (July to September)	Project Implementation – Construction Phase I
Quarter 4 Year 2025 (October to December)	Project Implementation – Construction Phase I
Quarter 1 Year 2026 (January to March)	Project Implementation – Construction Phase I
Quarter 2 Year 2026 (April to June)	Handover by Contractor
Quarter 3 Year 2026 (July to September)	Operations Commence. Open for business
Quarter 4 Year 2026 (October to December)	Systems review, testing and review. Fine-tuning of operational systems.
Quarter 4 Year 2026 (October to December)	Full facility functional status
Quarter 1 Year 2027 (January to March)	Project Phase I is fully 100% operational
<b>FULLY OPERATIONAL PROJECT</b>	



**6. PROPOSED DESIGN PLAN FOR LOGISTICS CENTER WAREHOUSES TO  
BE CONSTRUCTED ON SITE**





## 7. CAPITAL INVESTMENT COST

Projected capital requirements for Phase I of the project are highlighted below. We envisage a balanced mix of shareholder equity and external financing if required from banks.

Our expected capital to asset ratio is within desired capital adequacy ratio designed to promote adequacy of the operations.

This projections are highlighted below.

S/No	Source of Capital	Projected Amount (In USD)
01	Shareholders' Equity - Lease and Construction	500,000.00
02	Equity Mix/ Capital Equipment Lease	900,000.00
<b>Total Projected Equity/Capital for the Project</b>		<b>1,400,000.00</b>
		<b>United States Dollar One Million, Four Hundred Thousand Only</b>

## 8. FINANCIAL PLAN AND USE OF FUNDS

Projected expenditure for the project inclusive of startup costs are highlighted as structured below:

- **GENERAL ASSUMPTIONS**

The Company has the following key assumptions which guide this investment decision.

- A steady exponential growth curve based on market demand for our warehouse and logistics center;
- Fixed facilities costs which do not fluctuate with more than 10% deviation;
- New age technological tools and equipment designed to meet and match space utilization and capacity needs.

- **SALES FORECAST**

The company envisages a conservative sales forecast of 74% space utilization within a 7-day work week. This is well within Warehousing and Logistics industry estimates of eighty (80%) percent capacity utilization.



We however estimate that we shall start at a conservative figure of twenty (20) percent gradually increase reaching peak occupancy of eighty-eight (88%) percent peak average daily.

Based on performance metrics we believe we can incorporate cold chain solutions within our facility in a span of 3 years based on the strength of in-house experience, production stabilization and economies of scale.

This translates to estimated sales unit of

**Capacity of facility based on design of facility and racking system installed: 138,000 CBM available**

**Utilization at 70% capacity = 96,600 CBM available per Month X 12 Months = 1,159,200 Capacity sold Annually**

<b>Units Produced Annually</b>	<b>Sale Price Per Unit</b>	<b>Projected Annual Revenue</b>
1,159,200 CBM	2,000 Tshs. per CBM per day	2,318,400,000.00
<b>Projected Annual Revenue</b>		<b>2,318,400,000.00</b>
		Tanzania Shillings Two Billion, Three Hundred and Eighteen Million, Four Hundred Thousand Shillings Only

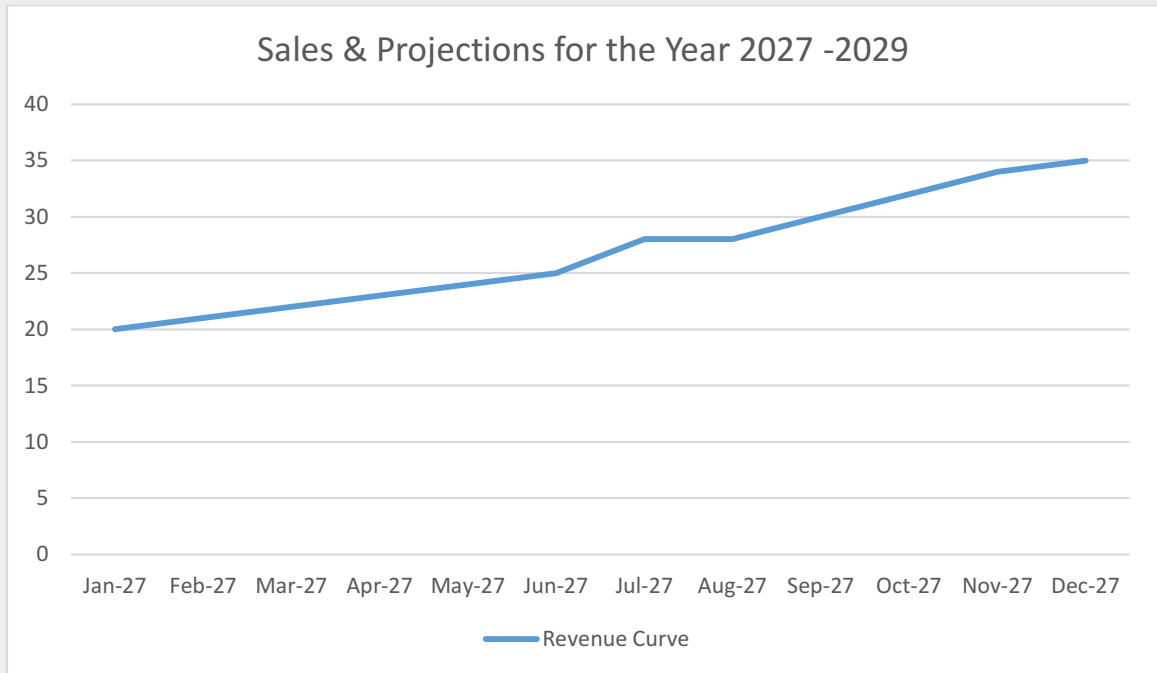
This projection also does not quantify expected revenue from the below streams of income namely:

- Industrial Park Clients
- Support Industries who rely on the manufacturing component from the industries located on site
- Logistics Consultation Revenue
- Collection/Delivery Services if requested by Customers revenue
- Specialized Cargo
- E- Commerce clients who can use our facility for inventory management



These are conservatively expected to bring in at least and extra 15% of total revenue for the establishment.

Our projected Year on Year growth curve once the project is fully operational would be as below:



- STARTUP COSTS**

Envisaged start-up costs for the project are highlighted as below.

S/No	Detailed Start Up Costs	Projected Amount (In USD)
01	Long term land lease	650,000.00
02	Buildings Construction	350,000.00
03	Vehicles	45,000.00
04	Operational Equipment & Fittings	75,000.00
05	Pre- Expenses	50,000.00
06	Others	30,000.00
07	Working Capital	200,000.00
Detailed Start Up Costs for the Project		1,400,000.00
		United States Dollar One Million, Four Hundred Thousand Only



- **RUNNING COSTS**

Envisaged running costs for the project once operational are highlighted as below per month

**PROFORMA RUNNING COSTS**

S/No	Description	Projected Expenditure per Month (In Tanzania Shillings)
Production Costs	Electricity	5,000,000.00
Production Costs	Security Services, Cargo Management Services	63,000,000.00
Administrative Costs	Admin Expenses	2,500,000.00
Administrative Costs	Finance Costs	4,000,000.00
Payroll Expenses	Salaries and Wages	32,200,000.00
<b>Total Monthly Running Costs for the Project</b>		<b>106,700,000.00</b>
		Tanzania Shillings One Hundred and Six Million, Seven Hundred Thousand Only



- ORGANIZATION STRUCTURE & PROJECTED PAYROLL COSTS**

A detailed Organization Structure inclusive of payroll details is listed below



S/No	Position	Number of Employees	Gross Salary	Total Gross Salary
01	Managing Director	1	2,000,000	2,000,000.00
02	Warehouse & Logistics Manager	1	1,000,000	1,000,000.00
03	Human Resource Manager	1	1,000,000	1,000,000.00
04	Training Manager	1	1,000,000	1,000,000.00
05	Security Manager	1	800,000	800,000.00
06	Technicians	6	600,000	3,600,000.00
07	HSE and Staff Development Team	9	600,000	4,500,000.00
08	Warehouse and Logistics Team	15	500,000	7,500,000.00
04	Assistant Technicians	4	400,000	1,600,000.00



05	Cashiers	2	200,000	400,000.00
06	Accountant	1	1,000,000	1,000,000.00
07	Drivers	2	500,000	1,000,000.00
08	Marketing Officer	1	500,000	500,000.00
09	Sanitation/Cleaners	7	300,000	2,100,000.00
<b>Gross Salary Expenses</b>				<b>28,000,000.00</b>
<b>NSSF Liability</b>				<b>2,800,000.00</b>
<b>WCF Liability</b>				<b>280,000.00</b>
<b>SDL Liability</b>				<b>1,120,000.00</b>
<b>Total Salary and Wages Cost</b>				<b>32,200,000.00</b>

- **CASH FLOW FORECAST ONCE OPERATIONAL**

Based on projected production figures; our cash flow forecast for the project in its initial year of operations has been split into 4 stages to match accommodation capacity.

**Quarter 4 – Year 2026 (October to December)**

<b>TANSINO QUARRIES LIMITED</b>					
<b>PROJECTED CASHFLOW FOR FINANCIAL YEAR 2026 – QUARTER 4 (OCT - DEC 2026)</b>					
<b>SPACE UTILIZATION – 35% CAPACITY</b>					
	Quarter 4 Year 2026 October	Quarter 4 Year 2026 November	Quarter 4 Year 2026 December		<b>QUARTER 4 YEAR 2026 YTD</b>
Revenue					
Unit Selling Price	2000.00	2,000.00	2,000.00		2,000.00
Capacity in CBM	48,300	48,300	48,300		48,300
Expected Sales p/month	96,600,000	96,600,000	96,600,000		289,800,000.00
LESS: Direct Costs Allocation	63,000,000	63,000,000	63,000,000		189,000,000.00



Gross Profit	33,600,000	33,600,000	33,600,000			100,800,000.00
Payroll	32,200,000	32,200,000	32,200,000			96,600,000.00
Admin Costs	2,500,000	2,500,000	2,500,000			7,500,000.00
Electricity	5,000,000	5,000,000	5,000,000			15,000,000.00
Finance Costs	4,000,000	4,000,000	4,000,000			12,000,000.00
Net Profit before Tax	(10,100,000.00)	(10,100,000.00)	(10,100,000.00)			(30,300,000.00)
Corporate Tax @ 30 Percent						
Net Loss	(10,100,000.00)	(10,100,000.00)	(10,100,000.00)			(30,300,000.00)

### Quarter 1 – Year 2027 (January to March)

<b>TANSINO QUARRIES LIMITED</b>						
<b>PROJECTED CASHFLOW FOR FINANCIAL YEAR 2027 – QUARTER 1 (JAN TO MARCH 2027)</b>						
<b>SPACE UTILIZATION – 55% CAPACITY</b>						
	Quarter 1 Year 2027 January	Quarter 1 Year 2027 February	Quarter 1 Year 2027 March			<b>QUARTER 1 YEAR 2027 YTD</b>
Revenue						
Unit Selling Price	2000.00	2,000.00	2,000.00			2,000.00
Capacity in CBM	75,900	75,900	75,900			75,900
Expected Sales p/month	151,800,000	151,800,000	151,800,000			455,400,000.00



LESS: Direct Costs Allocation	63,000,000	63,000,000	63,000,000			189,000,000.00
Gross Profit	88,800,000	88,800,000	88,800,000			266,400,000.00
Payroll	32,200,000	32,200,000	32,200,000			96,600,000.00
Admin Costs	2,500,000	2,500,000	2,500,000			7,500,000.00
Electricity	5,000,000	5,000,000	5,000,000			15,000,000.00
Finance Costs	4,000,000	4,000,000	4,000,000			12,000,000.00
Net Profit before Tax	45,500,000.00	45,500,000.00	45,500,000.00			136,500,000.00
<b>PROJECT BREAK EVEN &amp; PROFITABILITY BY Q1 2026</b>						
Corporate Tax @ 30 Percent	13,650,000	13,650,000	13,650,000			40,950,000.00
Net Profit	31,850,000	31,850,000	31,850,000			95,550,000.00

### Quarter 2 – Year 2027 (April to June)

<b>TANSINO QUARRIES LIMITED</b>						
<b>PROJECTED CASHFLOW FOR FINANCIAL YEAR 2027 – QUARTER 2 (APRIL TO JUNE 2027)</b>						
<b>SPACE UTILIZATION – 55% CAPACITY</b>						
	Quarter 2 Year 2027 April	Quarter 2 Year 2027 May	Quarter 2 Year 2027 June			<b>QUARTER 2 YEAR 2027 YTD</b>
Revenue						
Unit Selling Price	2000.00	2,000.00	2,000.00			2,000.00
Capacity in CBM	75,900	75,900	75,900			75,900



Expected Sales p/month	151,800,000	151,800,000	151,800,000			455,400,000.00
LESS: Direct Costs Allocation	63,000,000	63,000,000	63,000,000			189,000,000.00
Gross Profit	88,800,000	88,800,000	88,800,000			266,400,000.00
Payroll	32,200,000	32,200,000	32,200,000			96,600,000.00
Admin Costs	2,500,000	2,500,000	2,500,000			7,500,000.00
Electricity	5,000,000	5,000,000	5,000,000			15,000,000.00
Finance Costs	4,000,000	4,000,000	4,000,000			12,000,000.00
Net Profit before Tax	45,500,000.00	45,500,000.00	45,500,000.00			136,500,000.00
Corporate Tax @ 30 Percent	13,650,000	13,650,000	13,650,000			40,950,000.00
Net Profit	31,850,000	31,850,000	31,850,000			95,550,000.00

### Quarter 3 – Year 2027 (July to September)

<b>TANSINO QUARRIES LIMITED</b>						
<b>PROJECTED CASHFLOW FOR FINANCIAL YEAR 2027 – QUARTER 3 (JULY TO SEPTEMBER 2027)</b>						
<b>SPACE UTILIZATION – 55% CAPACITY</b>						
	Quarter 3 Year 2027 July	Quarter 3 Year 2027 August	Quarter 3 Year 2027 September			<b>QUARTER 3 YEAR 2027 YTD</b>
Revenue						
Unit Selling Price	2000.00	2,000.00	2,000.00			2,000.00



Capacity in CBM	75,900	75,900	75,900			75,900
Expected Sales p/month	151,800,000	151,800,000	151,800,000			455,400,000.00
LESS: Direct Costs Allocation	63,000,000	63,000,000	63,000,000			189,000,000.00
Gross Profit	88,800,000	88,800,000	88,800,000			266,400,000.00
Payroll	32,200,000	32,200,000	32,200,000			96,600,000.00
Admin Costs	2,500,000	2,500,000	2,500,000			7,500,000.00
Electricity	5,000,000	5,000,000	5,000,000			15,000,000.00
Finance Costs	4,000,000	4,000,000	4,000,000			12,000,000.00
Net Profit before Tax	45,500,000.00	45,500,000.00	45,500,000.00			136,500,000.00
Corporate Tax @ 30 Percent	13,650,000	13,650,000	13,650,000			40,950,000.00
Net Profit	31,850,000	31,850,000	31,850,000			95,550,000.00

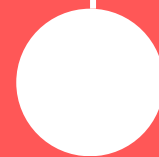
**Quarter 4 – Year 2027 (October to December)**

<b>TANSINO QUARRIES LIMITED</b>					
<b>PROJECTED CASHFLOW FOR FINANCIAL YEAR 2027 – QUARTER 4 (OCTOBER TO DECEMBER 2027)</b>					
<b>SPACE UTILIZATION – 75% CAPACITY</b>					
	Quarter 4 Year 2027 July	Quarter 4 Year 2027 August	Quarter 4 Year 2027 September		<b>QUARTER 4 YEAR 2027 YTD</b>
Revenue					
Unit Selling Price	2000.00	2,000.00	2,000.00		2,000.00



Capacity in CBM	103,500	103,500	103,500		103,500
Expected Sales p/month	207,000,000	207,000,000	207,000,000		621,000,000.00
LESS: Direct Costs Allocation	63,000,000	63,000,000	63,000,000		189,000,000.00
<b>Gross Profit</b>	<b>144,000,000</b>	<b>144,000,000</b>	<b>144,000,000</b>		<b>432,000,000.00</b>
Payroll	32,200,000	32,200,000	32,200,000		96,600,000.00
Admin Costs	2,500,000	2,500,000	2,500,000		7,500,000.00
Electricity	5,000,000	5,000,000	5,000,000		15,000,000.00
Finance Costs	4,000,000	4,000,000	4,000,000		12,000,000.00
<b>Net Profit before Tax</b>	<b>100,300,000.00</b>	<b>100,300,000.00</b>	<b>100,300,000.00</b>		<b>300,900,000.00</b>
Corporate Tax @ 30 Percent	30,090,000	30,090,000	30,090,000		90,270,000.00
<b>Net Profit</b>	<b>70,210,000</b>	<b>70,210,000</b>	<b>70,210,000</b>		<b>210,630,000.00</b>

Tansino Quarries Limited

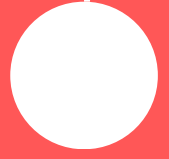


# 5 Year Financial Projections



<b>TANSINO QUARRIES LIMITED</b>						
<b>5 YEAR FINANCIAL PLANNING – PROFORMA PROFIT &amp; LOSS</b>						
<b>TANSINO QUARRIES LOGISTICS CENTER – PLOT 92,93,95,118 KAZOLE, VIKINDU, MKURANGA, PWANI REGION, TANZANIA</b>						
	<b>Year 2026</b>	<b>Year 2027</b>	<b>Year 2028</b>	<b>Year 2029</b>	<b>Year 2030</b>	<b>YTD 5+</b>
Revenue						
Unit Selling Price	2000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
Capacity sold in CBM	144,900	993,600	1,242,000	1,242,000	1,242,000	4,864,500
Expected Sales	289,800,000	1,987,200,000	2,484,000,000	2,484,000,000	2,484,000,000	9,729,000,000.00
LESS: Direct Costs Allocation	189,000,000	252,000,000	252,000,000	252,000,000	252,000,000	1,197,000,000.00
<b>Gross Profit</b>	<b>100,800,000</b>	<b>1,735,200,000</b>	<b>2,232,000,000</b>	<b>2,232,000,000</b>	<b>2,232,000,000</b>	<b>8,532,000,000.00</b>
Payroll	96,600,000	386,400,000	386,400,000	386,400,000	386,400,000	1,642,200,000.00
Admin Costs	7,500,000	30,000,000	30,000,000	30,000,000	30,000,000	127,500,000.00
Electricity	15,000,000	60,000,000	60,000,000	60,000,000	60,000,000	255,000,000.00
Finance Costs	12,000,000	48,000,000	48,000,000	48,000,000	48,000,000	204,000,000.00
Net Profit/Loss before Tax	<b>(30,300,000.00)</b>	<b>1,210,800,000</b>	<b>1,707,600,000</b>	<b>1,707,600,000</b>	<b>1,707,600,000</b>	<b>6,303,300,000.00</b>
Corporate Tax @ 30 Percent		363,240,000	512,280,000	512,280,000	512,280,000	1,890,990,000.00
<b>Net Profit</b>	<b>(30,300,000.00)</b>	<b>847,560,000</b>	<b>1,195,320,000</b>	<b>1,195,320,000</b>	<b>1,195,320,000</b>	<b>4,412,310,000.00</b>

Tansino Quarries Limited

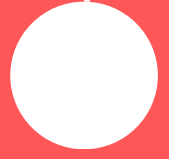


# Shareholders/Directors Passport Copies





Tansino Quarries Limited



# Certificate of Incorporation

TANZANIA



## Certificate of Incorporation

Section 15

No 56496

I HEREBY CERTIFY THAT

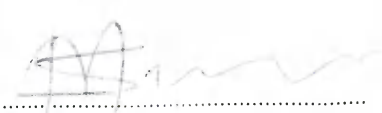
TANSINO QUARRIES LIMITED

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

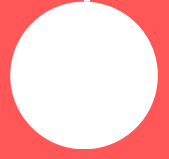
Given under my hand at Dar es salaam

this 18TH day of MAY

TWO THOUSAND AND SIX

  
.....  
Asst. Registrar of Companies

Tansino Quarries Limited



# TIN Certificate

CTIN: 1960260



# TANZANIA REVENUE AUTHORITY

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

(ISSUED UNDER SECTION 23 OF THE TAX ADMINISTRATION ACT 2015)

### THIS IS TO CERTIFY THAT

**TANSINO QUARRIES LTD.**

*Branch: MISSION STREET/SOKOINE DRIVE*

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY  
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

**104-907-946**

WITH EFFECT FROM: **21 August 2006**

TRA LOCATION: **PWANI**

TAX OFFICE: **KIBAHA**

PHYSICAL LOCATION: **PLOT No. 120 BLOCK No. 121**

STREET / AREA: **MISSION STREET/SOKOINE DRIVE**

ELIJAH G. MWANDUMBYA

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

Tansino Quarries Limited



# Memorandum and Articles of Association

THE COMPANIES ACT, 2002

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COMPANY LIMITED BY SHARES

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AMENDED

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

TANSINO QUARRIES LIMITED

(COMPANY NO. 56496)

Amended this .....<sup>19<sup>th</sup></sup>..... day of July 2022

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

*Drawn By:  
Roman Attorneys,  
RITA Tower, 10<sup>th</sup> Floor,  
Makunganya Street,  
P.O. Box 8252,  
Dar es Salaam.*

[www.romanattorneys.com](http://www.romanattorneys.com)  
[info@romanattorneysl.com](mailto:info@romanattorneysl.com)

**THE COMPANIES ACT, 2002**  
**COMPANY LIMITED BY SHARES**  
**AMENDED MEMORANDUM OF ASSOCIATION**  
**OF**  
**TANSINO QUARRIES LIMITED**  
**(COMPANY NO. 56496)**

1. The name of the company "**TANSINO QUARRIES LIMITED**"
2. The Registered office of the Company will be situated in Tanzania.
3. The objects for which the Company is established are'-
  - (a) To purchase or by other means acquire any land, properly, interest, rights, privileges, right of occupancy, lease hold, freehold or easement in respect of any property for the purposes of any of the objects of the company and for such purposed to obtain or otherwise acquire any privileges. rights or title to any quarries, mines and to carry on the business of soil and stone gatherers, quarrying, stone crushers and generally to make, manufacture bricks, tiles, stones, aggregates. marble. slates, chalk, sand, cement, lime, plasters, whiting, clay, gravels, minerals, earth, coke, fuel, pipes, pottery and other building materials and to build, construct, maintain, alter, enlarge, pulldown, remove and replace any shops, building, offices, foundries, furnace factories, mills, walls, wharfs, roads, railways, tramways, siding, bridges, reservoirs, sewage, drainage and other sanitary works, stores, erections of any kind, works, plants and machinery engines. fences, banks, dams. water courses, and generally to carry on business as building contractors and any other works connected therewith and which may be carried on or which may be necessary in connection with any or all of the objects of the company.
  - (b) To carrying on the business of plumbers, decorators, painters, sig writers, electrical equipment servicing, electrical and mechanical engineers, constructional engineers in all their respective branches and manufacturers and dealers in builder's material, hardware of all kinds, household utensils, household fittings, electrical appliances, wiring materials, wireless apparatus and to carry on the business of house furnishers, upholsters, upholsterers

and dealers in furniture, carpets, linoleums and other floor coverings, curtains and other home furnishings and household requisites of all kinds and such other goods may be conveniently sold therewith and all things capable of being used therewith or in the maintenance, repair or manufacture thereof.

- (c) To acquire by purchase, lease, exchange or otherwise any land, buildings and hereditaments of any nature or description situated in any part of the united Republic of Tanzania and any estate interest therein, and any rights over or connected with land so situated and to turn the same to account as may seem expedient and in particular by preparing building sites and by constructing on ownership basis or otherwise, reconstructing, developing, altering improving, decorating, furnishing and maintaining hotels, restaurants, clubs, offices, flats houses. Shops, building works and conveniences of all kinds, any by consolidating or connecting or sub-diving properties and by leasing and disposing of the same.
- (d) To carry on the business of traders, general merchants, wholesalers and retailers, exporters and importers, commissioning agents and manufacturers' representatives and to buy, sell, hire, manufacture, barter, trade and deal in property, goods, produce articles and merchandise of all kinds and to transact any and every description of agency, commission, distribution, marketing. commercial, industrial manufacturing, mercantile, insurance and financial business.
- (e) To carry on the business of banking, financial institution bureau de change, gold, gold coins, gold bullion, silver, copper and other precious, metals and precious stones, and to transact and to do all matters and things incidental thereto, or which may at any time hereafter be usual in connection with the business of banking or dealing in money or securities for money, to advance and lend money or securities for money, to advance and lend money on real personal and mixed securities, on cash, credit or other accounts on policies, bonds, debentures, bills of exchange, promissory notes, letter of credit, or on deposit of title deeds, goods, bills of sale, stock and shares.
- (f) To carry on the business as general merchants, general store keepers, universal providers importers, exporters, wholesale and/or retail traders of or otherwise, to establish supermarkets, groceries, duty free shop's refreshments houses stocked with both imported

and locally manufactured goods, textiles, piece goods imitation jewelry, hosiery, sundries, shoes, handbags, household requirements generally in all manufactured goods of all type, to acquire, establish, carry on the business as manufacturers, dealers and workers in readymade garments and knitwear's of all description for commercial and home use.

- (g) To carry on the business as traders, suppliers, general merchants, stockists, wholesalers, retailers and dealers in all types of food stuffs, cooking oils, cosmetics, agricultural machinery, implements, equipment, spare parts, tyres, tubes, tools and accessories for all types of automotive, motor vehicles, and all kinds of industrial projects machinery and equipment, building materials, hardware, timber, electrical goods, fishing gears, groceries, computers, office equipment, oil, paints, spirits sheets, hinges, screws, iron monger, textiles piece goods, all types of leather, goods, shoes, bags and other similar goods.
- (h) To carry on the business as general food processors packers and suppliers, to be general suppliers of hard foods stuffs and agricultural crops, to be grain millers and food mixers to be general exporters of fresh fruits vegetables and flowers, to act as agents of buying and selling all kinds of motor vehicles, general supplies, buying and selling building hardware of every description, electrical appliances, lease.
- (i) (To engage and or carry on the business of general civil works, engineering, road constructions, buildings, renovations, office partitioners, decorators, maintainers of dilapidated buildings, plumbing, furniture manufacturers, suppliers and exporters, residential and office furnishers and general to be designers and fabricators of all kinds of gadgets whatsoever, to be timber processors, sawmillers and suppliers of all kinds of timber, to be hardware and building materials suppliers, manufactures of electrical equipment and suppliers of same.
- (j) To carry on the business of importers, exporters, buying selling, dealers in hardware, building materials, sanitary-ware, wall papers, roofing tiles, flooring tiles, supplying industrial equipment, agricultural implements and equipment's spares of every description, plumbers, decorators, stone fabrication, machine shop, nickel plating, electric plating, making steel windows, doors, frames and roof tresses.

- (k) To carry on the business of soap manufacturers, to buy, sell, manufacture, reline, prepare, and deal in all kinds of unguents and ingredients, to carry on business as manufacturers of candles and perfumes, collectors of flowers and perfume producing vegetation.
- (l) To carry on business of estate agency, management and maintenance of organizations buildings, debt collection, compounds gardening, land scalping, soil erosion control and related land conservation and environmental protection.

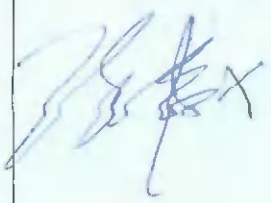
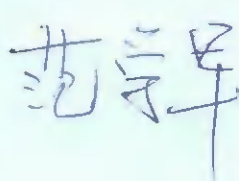
The objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall in no way be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inferences from the terms of any other paragraph of the name of the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

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

- 4. The liability of the Members is limited.
- 5. The Capital of the Company is **Tanzania Shillings Two Billion Five Hundred Million (TZS 2,500,000,000/=)** divided into **Five Thousand (5000)** ordinary shares of **Tanzania Shillings Five Hundred Thousand (TZS 500000/=)** each.

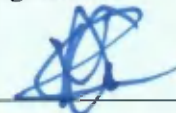
We, the several persons whose names and addresses are subscribed below are desirous of being formed into a company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, addresses and description of subscribers	Number of shares taken by each subscriber	Signature(s) of subscribers
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<p>Name: WEIYI CHEN</p> <p>Address: Tanzania, Region Dar Es Salaam, District Ilala CBD, Ward Kivukoni, Postal Code 11101, Street Sokoine Drive, Plot 120/121, Block Number Nil, Apartment No. 17A, PSPF Twin Towers.</p>	<p>600</p>	
<p>Name: FAN XUEJUN</p> <p>Address: Plot No. 1, Mindu Tulieni, Cahlinze-Bagamoyo, Pwani, Tanzania.</p>	<p>500</p>	

Dated this 19<sup>th</sup> day of July 2022.

Witness to the above signatures

Signature: 

Name: VELINA A. CLEMENCE

Address: P. O. BOX 75034, DSM

Qualification: Notary Public and Commissioner for Oaths



**THE COMPANIES ACT, 2002**  

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**COMPANY LIMITED BY SHARES**  

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**AMENDED ARTICLES OF ASSOCIATION**  
**OF**  
**TANSINO QUARRIES LIMITED**

1. In these articles unless the context otherwise requires, expression defined in the Companies Act 2002 or any statutory modification thereof in force at the date at which these articles become binding on the Company (hereinafter referred to as "The Act"), shall have the meanings so defined; and words importing the masculine gender shall include the feminine and words importing persons shall include bodies corporate.
2. The regulations made herein shall apply to this Company and the regulations contained in part 1 of Table A will only apply as modified by the following regulations and if there appears or arise any inconsistency between the provisions of these regulations and those of Table A the provisions of these regulations herein shall prevail.

**SHARES**

3. The Company is registered as a private company and accordingly: -
  - (a) The right to transfer shares is restricted in the manner hereinafter provided and as provided in any agreement in writing between the shareholders of the Company.
  - (b) The number of the members of the Company (exclusive of the persons who are in the employment of the Company) is limited to five (05), provided that when two (2) or more persons hold one (1) or more shares in the Company jointly, they shall for the purpose of these articles be treated as a single person.
  - (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
  - (d) The Company shall not have power to issue share warrants to bearer.

4. The shares shall be under the primary control of the Shareholders who shall delegate such control to the Directors. The Directors after being so delegated with the aforesaid control shall have the power to allot or otherwise dispose of the shares to such persons and on such conditions and terms, as they think fit, provided that it is allowed under any agreement in writing between the shareholders of the Company.
5. Every person whose name is entered as a member in the register of members shall, without payment, be entitled to a certificate under the common Seal of the Company specifying the share or shares held by him and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.
6. If a share certificate is defaced, lost, or destroyed, it may be renewed on payment of such fee and indemnity as the Directors think fit.
7. Without prejudice to any special rights previously conferred on the holders of existing shares, any shares may be issued with such preferred, deferred to other special rights or restrictions, whether in regard to dividend, voting, return of share capital or otherwise, as the Company may from time to time by special resolution determine, and any preference share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the Company is liable to be redeemed.
8. The Company shall not be bound to recognize any equitable contingent future or partial interest in any share or any right in respect of a share other than an absolute right thereto in the person or persons from time to time registered as the holder or holders thereof, but the Directors shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons who may have an interest therein.
9. The Company shall have first and paramount lien upon all shares (whether fully paid or not) registered in the name of any member, either alone or jointly with any other person for his debts or liabilities and engagements whether solely or jointly, with any other person, to or with the Company, whether the period for the payment, fulfillment or discharge thereof shall have actually arrived or not, and lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may, from time to time, declare any share to be exempt, wholly or partially, from the provisions of this article.
10. No member shall be entitled to receive any dividend or to exercise any privilege as a member until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

11. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares, and each member shall (subject to receiving at least fourteen days' notice specifying the time or times of payment) pay to the Company at the time so specified the amount called on his shares. A call shall be deemed to have been made the time when the resolution of the Directors authorizing the call was passed.
12. The joint holders of share shall be jointly and severally liable to pay all calls in respect thereof.
13. (a) The Directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of shares to a person or entity of whom they do not approve, and they may also decline to register any transfer of shares on which the Company has a lien. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the Ordinary General Meeting in each year and at such other time as the Directors may direct, not exceeding in all thirty days in each year. The Directors may decline to recognize any instrument of transfer unless (a) a fee not exceeding One Hundred Thousand Shillings (TZS 100,000) is paid to the Company in respect thereof, and (b) the instrument of transfer is accompanied by the certificate of shares to which it relates, and such other evidence as the Director refuse to register any shares they shall within two months after the date on which the transfer was lodged with the Company send the transferee notice or such refusal.
  - (b) Save as herein provided and subject to any agreement by the shareholders in writing, any share may be transferred at any time by a member to the other member or a spouse or offspring of the transferor member and any share of the deceased member may be transferred by his executors or administrators of such deceased member's spouse or offspring.
  - (c) Save as herein set out and subject to any agreement by the shareholders in writing, provided no share shall be transferable to a person or entity who is not a member of the Company so long as any member thereof is willing to purchase the same at a fair value. Such fair value shall be determined by the unanimous decision of the Directors of the Company as and when such occasion for sale or transfer arises and such determination of the Directors shall be accepted by all the parties as fair value. In the event that all of the Directors fail to reach agreement on the fair value, an independent auditor shall be selected by the Directors to determine the fair value for such shares. Upon refusal by all the members of the Company to buy the shares of a member such last mentioned member shall be entitled to sell such shares to any persons or entities and the Directors shall register or cause to be registered the transfer relating to such shares.
  - (d) Notwithstanding anything contained herein and subject to any agreement by the shareholders in writing, a share shall be transferable to any one with the written consent of the Directors and the Directors shall have the power to register such transfer.

(e) Directors should not hold share qualification.

14. Shares shall be transferred in the following form, or in any usual or common form which the Directors shall approve: -

### TANSINO QUARRIES LIMITED

I..... of \_\_\_\_\_ in consideration of the sum of TZS \_\_\_\_\_ paid to me by ..... of \_\_\_\_\_ (Hereinafter called "the said transferee") do hereby transfer to the said transferee the share (or shares) numbered \_\_\_\_\_ in the undertaking called ..... to hold onto the said transferee subject to the several conditions on which I hold the same and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid.

At Witness our hands the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witness to the signature of, etc.

15. The executors or administrators of a deceased member (not being one of the several joint holders) or, a court appointed receiver or trustee in liquidation, in the event of a winding up, dissolution or other similar action where the shareholder is an entity, shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member, and in case of the death, winding up, dissolution or other similar action, of any one or more of joint registered holders of any registered shares, the survivor or survivors or the legal personal representatives of the deceased survivor or the court appointed receiver or trustee in liquidation, as the case may be, shall be the only persons recognized by the Company as having any title to or interest in such shares.
16. Any person or entity becoming entitled to a share in consequence of the death, winding up, dissolution or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the Directors, have the right either to be registered as a member in respect of the share or, instead of being registered himself, to make such transfer of the share as the deceased, wound up, dissolved or bankrupt person or entity could have made; but the Directors shall, in either case, have the same right to decline or suspend registration as they would have in the case of a transfer of a share by the deceased, wound up, dissolved or bankrupt person before the death, winding up, dissolution or bankruptcy.
17. A person or entity becoming entitled to a share by reason of the death, winding up, dissolution, or other similar action, or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he/it would be entitled if he/it were the registered holder of the share, except that he/it shall not, before being registered as a member in respect of the share,

be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

18. If a member fails to pay any call or installment of a call on the day appointed for payment thereof, the Directors may at any time thereafter during such time as any part of such call or 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 which may have accrued.
19. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.
20. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given, may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.
21. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
22. A person or entity whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, remain liable to pay to the Company all moneys which at the date of forfeiture were payable by him/it to the Company in respect of the shares, but his/its liability shall cease if and when the Company receives payment in full of the nominal amount of the shares.
23. A statutory declaration in writing that the declarant is a Director of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons or entities claiming to be entitled to the share, and that declaration, and the receipt of the Company for the consideration, if any, given for the share on the sale or disposition thereof, shall constitute a good title to the share, and the person or entity to whom the share is sold or disposed of shall 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/it title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, or disposal of the shares.

#### **ALTERATION OF CAPITAL**

24. The Directors may, with the sanction of an extra-ordinary resolution of the shareholders of the Company, increase the capital by such sum to be divided in shares of such amount, as the resolution shall prescribe.

25. The new shares be issued upon such terms and conditions and with such rights and privileges annexed thereto and subject to such conditions and restrictions as the General Meeting resolving upon the creation of such new shares shall direct of as the Directors shall determine and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of the asset of the Company and with or without any right of voting.
26. The Company in General Meeting may, before the issue of any new shares, determine that the same, or any of them, shall be offered in the first instance, and either at par or at a premium, to all the then shareholders of any class of shares, in proportion to the amount of the capital held by them, or make any other provision as to the issue and allotment of the new shares; but, in default of any such determination the new shares may be dealt with as if they formed part of the shares in the original capital.
27. Except so far as otherwise provided by the conditions of issue, or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the provisions herein contained with references to the payment of calls and installments, control, transfer and transmission, forfeiture lien, surrender and otherwise.
28. Subject to any agreement in writing between the shareholders, the Company may, by special resolution: -
  - (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (b) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum, reduce its Share Capital, any capital redemption reserve fund or any share premium account in any way but always nevertheless subject to the provisions of the Act;
  - (c) Cancel shares which, at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person, and diminish the amount of the share capital by the amount of the shares so cancelled.

## GENERAL MEETINGS

29. A General Meeting shall be held once in every year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) as may be prescribed by the Company in General Meeting, or in default, at such time in the month following that in which the anniversary of the Company's incorporation occurs as the Directors shall appoint. In default of a General Meeting being so held, a General Meeting shall be held in the month next following, and may be convened by any two members in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.

30. The above-mentioned General Meetings shall be called Ordinary Meetings; all other General Meetings shall be called Extraordinary Meetings.
31. The Directors may whenever they think fit convene an *Extraordinary General Meeting* and Extraordinary General Meetings shall also be convened, ~~may be convened by such requisition~~ as is provided by the 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 of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

#### **NOTICE OF GENERAL MEETINGS**

32. When it is proposed to pass a special resolution twenty-one clear days' notice (or shorter period as the members may approve) and in other cases fourteen days' notice specifying the place, day and hour of meeting, and, in case of special business, the general meeting, and, in case of special business, the general nature of such business, shall be given to the members either by advertisement or by notice sent by post.
33. The accidental omission to give notice of any meeting to or the non-receipt of any such notice by any of the members shall not invalidate any resolution passed at any such meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

34. All business shall be deemed special that is transacted at any Ordinary Meeting with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets, and the ordinary report of the Directors and Auditors, the election of Directors in the place of those retiring by rotation, and the appointment and fixing of the remuneration of the auditors.
35. There shall be no quorum at any meeting of shareholders unless each shareholder holding at least fifty one percent (51%) of the ordinary shares is present. A corporation present by a proxy who is not a member shall be deemed to be a member personally present for the purposes of this clause.
36. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
37. The Chairman or in his absence the Deputy Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company. The conduct of the General

Meetings of the members shall be governed by any agreement in writing between the members.

38. If there is no such Chairman or Deputy Chairman, or if any meeting they are not present within fifteen minutes after the time appointed for holding the meeting, or are unwilling to act as Chairman, the members present shall choose someone of their number to be Chairman;
39. 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 the adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten 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.
40. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman of the meeting or by at least two members present in person or by proxy and, 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 lost, and entry to that effect in the minute book shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favor of or against that resolution.
41. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once, after an interval or adjournment, or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote, the chairman shall determine the same, and such determination made in good faith shall be final and conclusive.
42. In the case of an equality of votes, whether on a show of hands, or on a poll, the Chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.
43. 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 a poll has been demanded. No poll shall be demanded on the election of a Chairman or a meeting, and a poll demanded on a question of adjournment shall be taken at the meeting without adjournment.

## VOTES OF MEMBERS

44. Meetings of members may be held in person or through telephonic or electronic means provided that all members participating in the meeting can hear each other. On a show of hands, or indication of the manner in which the member wishes to vote, every member present in person or through virtual means shall have one vote. On a poll every member shall have one vote for each share of which he is the holder. A corporation present by virtual means or by a proxy who is not a member shall be deemed to be a member present in person for the purposes of this clause.
45. Any person entitled under the transmission clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty eight hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares, unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.
46. Where there are joint registered holders of any share, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if were solely entitled thereto; and if more than one of such joint holders be present at any meeting, personally or by proxy, that one of the said persons so present whose name stands first on the register of such shares shall alone be entitled to vote in respect thereof; several executors or administrators of a deceased member in whose sole name any shares stand shall for the purposes of this clause be deemed joint holders thereof.
47. A member of unsound mind, or, in respect of whom an order has been made by any court having jurisdiction in lunacy may vote, whether on a show of hands or on a poll, by his committee, *curator bonis* or other person in the nature of a committee or *curator bonis* appointed by that court, and such committee, *curator bonis* or other person may on a poll, vote by proxy.
48. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation, or transfer shall have been received at the office or by the chairman of the meeting before the vote is given.
49. No member shall be entitled to be present, or to vote on any question, either personally or by proxy, or as proxy for another member, at any General Meeting, or upon a poll, or reckoned in a quorum, whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member.
50. On a poll vote may be given either personally or by proxy.

51. The instrument appointing a proxy shall be in writing under the hands of the appointor or of his attorney duly authorized in writing, or, if the appointer is a corporation, either under the common seal, or under the hand of an officer or attorney so authorized. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as proxy, or he is appointed to act at that meeting as proxy for a corporation.
52. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power or authority shall be deposited at the registered office of the Company not less than forty-eight hours before the time for holding the meeting or adjourned meeting or taking of the poll at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
53. An instrument appointing a proxy may be in the following form, or in any other form which the Directors shall approve.

**TANSINO QUARRIES LIMITED**

I, \_\_\_\_\_, of \_\_\_\_\_ being a member of \_\_\_\_\_ hereby appoint \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote for me and on my behalf at the ordinary (or Extraordinary, as the case may be) General Meeting of the Company to be held \_\_\_\_\_ on the day of \_\_\_\_\_ and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DIRECTORS**

54. Unless otherwise determined by a General Meeting or the terms of any agreement in writing between the shareholders:
  - 54.1 The number of Directors shall not be less than three (3) and not more than five (5);
  - 54.2 The Directors shall be appointed by the members in general meeting;
55. The following shall be the first Directors of the Company:
  - 55.1 **Weiye Chen;** and
  - 55.2 **Fan Xuejun;**

56. The remuneration of each of the Directors shall be determined by the Company in General Meeting from time to time. The Directors shall also be entitled to be prepaid all traveling expenses incurred by them respectively in or about the performance of their duties as Directors, including their expenses of traveling to and from Board meetings. If any Directors shall render any special duties or services outside his ordinary duties as a Director, the Directors may pay him special remuneration in addition to his salary, commission, or participation in profits or otherwise as may be arranged.
57. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number falls below the minimum above fixed, the Directors shall not, except in emergencies or for the purpose of filling up vacancies, act so long as the number is below the minimum.
58. A limited liability company or other corporation shall be capable of being appointed a Director and shall discharge its duties and functions from time to time through one of its nominees but in no other manner.
59. The Directors shall have power, upon mutual agreement, at any time, and from time to time, to appoint any other qualified person as a Director, either to fill a casual vacancy, or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed. But any Directors so appointed shall hold office only until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election.

#### **MANAGEMENT OF THE COMPANY**

60. The business of the Company shall be managed by the Directors. The Directors or designated Management may pay all expenses incurred in setting up and registering the Company, and may exercise all such powers of the Company as are not by the Act, or any statutory modification thereof for time being in force, or by these articles, required to be exercised by the Company in general meeting, and the exercise of the said powers shall be subject also to the control and regulation of any general meeting of the Company, but no resolution of the Company in general meeting shall invalidate any prior act of the Director which would have been valid if such resolution had not been passed. In the management of the Company's business, no Director as such shall incur any personal liability except for a breach of any express contract between himself and the Company or a breach of trust knowingly and willfully committed by him.
61. All salaries, appointments and replacements of executives and managerial professional employees shall be by approval of the Board of Directors as agreed in the Shareholders' Agreement.
62. The Directors may from time to time appoint, one or more of their body to the office of Managing Director or to such other executive office under the Company for such term, and at

such remuneration (by way of salary, or commission or participation in profits, as they may think fit) and a Director so appointed shall not, while holding that office, be subject to retirement by rotation, or taken into account in determining the rotation or retirement of Director, but his appointment shall be subject to determination ipso facto if he ceases from any cause to be a Director, or if the Company in general meeting resolves that his tenure of the office of Managing Director or executive be determined.

63. The Directors shall duly comply with the provisions of the Act, or any statutory modification thereof for the time being in force, and in particular with the provisions in regard to the registration of particulars of mortgages and charges affecting the property of the Company, or created by it, and to keeping a register of the Directors, and to sending to the Registrar of Companies an annual list of members, and a summary of particulars relating thereto, and notice of any consolidation or increase of capital, and copies of special and extraordinary resolutions, and a copy of the register of Directors, and notification of any charges therein.
64. The Directors shall, upon the unanimous vote of all Directors, have power from time to time to revalue all or any of the capital assets of the Company with due regard to current values then prevailing and (with prior approval of the Company in a General Meeting) to create a capital appreciation reserve account, and to credit or debit thereto as the case may be any resultant capital appreciation or capital loss, provided only that any such capital appreciation is in the bona fide opinion of the Board of Directors conservatively considered to exist and to be readily realizable.
65. The Director may capitalize any credit balance in any reserve account or in the profit and loss account, or otherwise available for distribution amongst the members in the same way and the same proportions in all respects as if it were a dividend, and the Directors shall apply such sum in such manner as may be directed by such resolution.
66. Directors shall owe fiduciary duties to the Company as stipulated in the Act.
67. (a) Every Director who is in any way directly or indirectly interested in a contract or proposed contract with the Company shall declare the value and full extent of his interest:
  - (i) In the case of a proposed contract, at the Directors' Meeting at which the question of entering into such a contract is first considered or, where his interest in the proposed contract was only acquired after such meeting, at the first meeting thereof thereafter; and
  - (ii) In the case of a contract already agreed to, at the first meeting thereof after he becomes interested.
68. The Directors shall cause minutes to be made in books provided for that purpose: -
  - (a) of all appointments of officers made by the Directors;
  - (b) of the names of the Directors present at each meeting of the Directors and of any Committee of the Directors;

- (c) of all resolution and proceedings at all meetings of the Company; and of the Directors and of the Committees of Directors;

And every Director present at any meeting of Directors or Committee of Directors shall sign his name in a book to be kept for that purpose.

#### **WRITTEN/CIRCULAR RESOLUTIONS (RESOLUTION WITHOUT MEETING)**

- 69. A resolution determined without any meeting of the Directors and evidenced in writing by the assenting signatures under the hands of the majority of the Directors, shall be as valid and effectual as a resolution duly passed at a meeting of the Directors. The resolution shall be submitted to each Director for his approval or dissent.
- 65 (a) The Directors shall provide a common seal for use at its registered office and as many facsimiles thereof for use outside Tanzania in places, districts or territories where the Company had or may have opened an office or extended its operations for the purposes of the Company and substitute a new Common Seal therefore and as many new facsimile thereof as may be necessary or expedient. The Seal or its facsimile shall never be used except by the authority of the Directors or a Committee of the Directors previously given.
- (b) Every deed or other instrument to which the Seal of the Company or its facsimile is required to be affixed shall, unless the same is executed by a duly constituted attorney or the Company, be signed by two Directors or one Director and the Company Secretary in whose presence the Seal or its facsimile shall have been affixed.

#### **DISQUALIFICATION OF DIRECTORS**

- 70. The office of Director shall *ipso facto* be vacated: -
  - (a) If the Director becomes bankrupt or suspends payment or compounds with creditors; or
  - (b) If the Director is found to have a mental disorder or becomes of unsound mind; or
  - (c) Director is convicted of a criminal offense in terms of Tanzanian law; or
  - (d) If the Director absents himself from the meetings of the Directors for a continuous period of twelve (12) months without special leave of absence from the Directors, and the Board resolves that his office be vacated; or

- (e) If without the consent of the Company the Director accepts holds any other office or place of profit under the Company except that of Managing Director, Manager, Lawyer or Secretary; or
- (f) If the Director is concerned or interested in or participates in the profits or any contract with or work done for the Company; but no Director shall vacate his office by reason of his being a member of any corporation which has entered into contracts with or done any work for this Company or which is concerned in or participates in the profits of any contracts with the Company if he shall have declared the nature of his interest in the manner required by the Act.
- (g) If by notice in writing to the Company the Director resigns his office; or
- (h) If the Director ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director.

## **PROCEEDINGS OF DIRECTORS**

- 71. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of 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 meeting of the Directors. During his absence from East Africa a Director shall not be entitled to have notice of such meeting.
- 72. The quorum necessary for the transaction of the business of the Directors shall be at least one Director representing each shareholder (or grouping of shareholders) holding (individually or collectively) at least twenty-five percent (25%) of the issued shares in the Company.
- 73. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these articles as the quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company but for no other purpose.
- 74. The Chairman of the Board shall be appointed by the majority shareholder, being a shareholder (or shareholders collectively) holding fifty percent (50%) plus one (1) share.
- 75. The Directors may delegate any of their powers to a committee consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to regulations that may be imposed on them by the Directors.

76. Any Director may appoint any duly qualified person (not being already a Director of the Company) who is approved by the majority of the Directors, to be an alternate or substitute Director. The appointee, whilst he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director, but he shall not be required to have any share qualification, and shall not be entitled to remuneration otherwise than out of the remuneration of the Director appointing him. Any appointment so made may be revoked at any time by the appointer or by a majority of the other Directors, and any appointment or revocation under this clause shall be effected by notice in writing to be delivered to the Secretary of the Company.
77. A Committee may elect a Chairman of their meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.
78. A Committee may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the Chairman shall have a second or casting vote.
79. All acts done by any meeting of the Directors or of a Committee of Directors, or by any person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be valid as if every such person had been duly appointed and was qualified to be a Director.

## **LOCAL MANAGEMENT**

80. The Directors may from time to time provide for the management and transaction of the affairs of the Company in any part of Tanzania or abroad in such manner as they think fit, and the provisions contained in the four next following articles shall be without prejudice to the general power conferred by this paragraph.
81. The Directors from time to time, and at any time, may establish any local boards or agencies for managing any of the affairs of the Company in any locality where the Company carries on business and may appoint any person to be member of such local board, or any managers or agents, and may fix their remuneration. And the Directors from time to time, and at any time, may delegate to any person so appointed any of the powers, authorities and discretion for the time being vested in the Directors other than the power of making calls, and may authorize the members for the time being of any such local board, or any of the agencies to fill up any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may

think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation.

82. The Directors may at any time, and from time to time, by power of attorney under the Company's seal, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers authorities and discretion (not exceeding those vested in or exercisable by the Directors under these presents), and for such period and subject to such conditions as the Directors may from time to time think fit; and any such appointment may (if the Directors think fit) be made in favor of the members or any of the members of any local board established as aforesaid, or in favor of any company, or of the members, directors, nominees, or managers of any company or firm, or in favor of any person or persons whether nominated directly or indirectly by the Directors; and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors may think fit.
83. Any such delegates or attorneys as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities, and discretion for the time being vested in them.
84. The Company may exercise the powers conferred by the Act and such powers shall accordingly be vested in the Directors, and the Company may cause to be kept in any part of Tanzania or any part of the world in which it transacts business a branch register of members resident in that part.

#### **DIVIDEND AND RESERVE**

85. Subject to the compliance with requirements of the Applicable Laws and any regulatory solvency, reserving and/or liquidity requirements, the Company shall declare and pay a dividend from surplus cash as recommended by the Majority Shareholder(s) of the consolidated profit after tax on an annual basis, provided that sufficient funds shall first be retained for purposes of (i) the working capital requirements of the Company at the relevant time if the working capital requirements cannot be financed by any other means than the retained profit, and (ii) compliance with Applicable Laws, as determined by the Board.
86. No dividend shall be paid otherwise than out of the surplus cash.
87. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid on the shares, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.
88. The Majority Shareholder may, before recommending any dividend set aside, out of the profits or the Company, such sums as they think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for property of the Company, and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company; and may invest the several sums so set aside upon such investments (other than shares of the

Company) as they may think fit, and from time to time deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company, and may divide the reserve fund into such special funds as they think fit and employ the reserve fund or any part thereof in the business of the Company and that without being bound to keep the same separate from other assets.

89. If several persons are registered as joint holders of any shares anyone of them may give effectual receipts for any dividend payable on the share.
90. Notice of any dividend that may have been declared shall be given in manner hereinafter mentioned to the persons entitled to share therein.
91. The Declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.
92. Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes but so that the call on each member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the members, be set off against the call. The making of call under this cause shall be deemed ordinary business of any Ordinary General Meeting which declares a Dividend.
93. Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets, and in particular of paid-up shares, debentures or debenture stock of the Company or paid-up shares, debentures or debenture stock of any other company, or in any one or more of such ways.
94. Any General Meeting may resolve that any moneys, investments or other assets forming part of the dividend profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalized and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of such shareholders in paying up in full, either at par or at such premium as the resolution may provide, any unissued shares or debentures or debenture stock of the said Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares or debentures or debenture stock, and that such distribution or payment shall be accepted by the such shareholders in full satisfaction of their interest in the said capitalized sum.
95. A transfer of shares shall not pass the right to any dividend declared thereon after such transfer and before the registration of the transfer.

96. The Directors may retain the dividends payable upon shares in respect of which any person is under the transaction clause entitled to become a member or which any person under that clause entitled to transfer, until such person shall become a member in respect of such shares or shall duly transfer the same.
97. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled, or, in the case of joint holders, to the registered address of that one whose name stands first on the register in respect of the joint holding; and every cheque or warrants so sent shall be made payable to the order of the person to whom it is sent.
98. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed, and all dividends unclaimed for five years after having been declared may be forfeited by the Directors for the benefit of the Company.
99. No dividend shall bear interest against the Company.
100. All dividends so declared shall be paid to the registered holders of shares on such day as the Board may from time-to-time fix.

## ACCOUNTS

101. The Directors shall cause true accounts to be kept:-
  - (a) of all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place; and
  - (b) of all sales and purchases of goods by the Company;
  - (c) of the assets and liabilities of the Company.
102. The books of account shall be kept at the registered office of the Company, or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
103. The Directors shall from time to time determine whether and to what extent and what times and place and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorized by the Directors of the Company or by the Company in a General Meeting.

104. At the general meeting in every year, the Directors shall lay before the Company a profit and loss account, and a balance sheet, containing a summary of the property and liabilities of the Company, made up to a date not more than six months before the meeting, from the date up to which the last preceding account and balance sheet were made up, and in the case of the first account and balance sheet from the incorporation of the Company, and such balance sheet and account shall comply with the provisions of the Act.
105. Every such account and balance sheet shall be accompanied by the auditor's report and a report of the Directors as to the state and condition of the Company, and as to the amount (if any) which they recommend to be paid out of the profits by way of dividend or bonus to the members and the amount (if any) which they propose to carry to the reserve fund, according to the provisions in that behalf hereinbefore contained; and the account, report and balance sheet shall be signed by two Directors.
106. A copy of such balance sheet and report shall, fourteen days before to the meeting, be sent to the persons entitled to receive notices of general meetings in the manner in which notices are to be given hereunder.
107. Each Shareholder shall be entitled to inspect and take copies of and make extracts from the books of accounts and records of the Company should it wish to verify or investigate any accounts or financial statements of the Company (whether audited or unaudited, including management accounts, and whether prepared by or for the Company).
108. A person or persons appointed by a party shall be given such access to the books of account and records of the Company, during reasonable hours, for reasonable periods and at times reasonably convenient to the Company as may be necessary or required by the Party to enable any verification or investigation to be carried out.

## AUDIT

109. Once at least in every year the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more auditor or auditors.
110. The Company at each General Meeting shall appoint an auditor or auditors to hold office until the next General Meeting and their appointment, remuneration, rights and duties shall be regulated by Sections 170 – 179 of the Act.
111. Every account of the Directors, when audited and approved by a General Meeting, shall be conclusive except as regards any error discovered therein within three months next after the approval thereof, whenever any such error is discovered within that period, the account shall forthwith be corrected, and thenceforth shall be conclusive.

## NOTICES

112. A notice may be given by the Company to any member either personally, or by sending it through the post in prepaid letter addressed to such member at his registered address, or (if he has no registered address in Tanzania) at the address, if any, within Tanzania supplied by him to the Company for the giving of notices to him. Alternatively, the notice via electronic mail may be served on the member through the dispatch of the notice to the member's registered electronic mail address.
113. As regards those members to whom the notice is dispatched through electronic mail, a notice shall be deemed to be well served on them at the expiration of twenty-four hours after it is so dispatched.
114. The holders of shares warrants shall not, unless otherwise expressed therein, be entitled in respect thereof to notice of any General Meeting of the Company, and it shall not be necessary to give notice of General Meeting to any person entitled to a share by transmission unless such person shall have been duly registered as a member of the Company.
115. Any notice sent by post shall be deemed to have been served on the day on which the letter, envelope or wrapper containing the same is posted, and proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into post office. A certificate in writing signed by any manager, secretary or other officer of the Company, that the letter, envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.
116. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder named first in the register in respect of the share.
117. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by title of representatives of the deceased, or trustee of the bankruptcy or by any like description, at the address, if any, in Tanzania supplied for the purpose by the persons claiming to be so entitled, or (until such an address had been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
118. Notice of every General Meeting shall be given in the manner hereinbefore authorized to (a) every member of the Company except those members who (having no registered address within Tanzania) have not supplied to the Company an address within Tanzania for the giving of notices to them and have not supplied the Company with an electronic mail address to which notices may be sent and also to (b) every person entitled to a share in consequence of the death or bankruptcy of a member who but for his death or bankruptcy, would be entitled

to receive notice of the meeting. No other persons shall be entitled to receive notices of General Meeting.

## **WINDING UP**

119. If the Company shall be wound up, and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid-up capital such assets shall be distributed so that as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid-up at the commencement of the winding up, on the shares held by them respectively. And if in winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid-up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively.
120. If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of an extraordinary resolution, divide among the contributories, in specie or in kind, any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, or any of them as the liquidators, with the like sanction, shall think fit.

## **REMINDERS**

121. The Directors shall comply with the following provisions amongst others of the Act:
- (a) Sending in proper return of allotments
  - (b) Sending to the Registrar notice of consolidation or sub-division of shares
  - (c) Notice of increase of share capital
  - (d) Keeping registers of mortgages and charges and allowing inspection, and registering such mortgages and charges with the registrar
  - (e) Keeping a register of members
  - (f) Making an Annual Return, etc.
  - (g) Calling a General Meeting every year within the proper time
  - (h) Sending to the Registrar copies of special and extraordinary resolution, etc.
  - (i) Keeping a register of Directors and notifying their names and nationality and changes in the Board

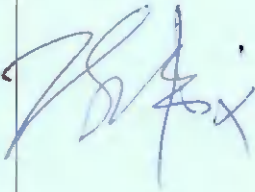
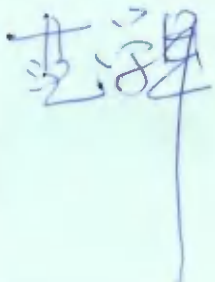
## **ALTERATION OF ARTICLES**

122. Subject to the provisions of the Act and to those contained in the Memorandum of Association the Company may by special resolution make alterations or additions to the Articles of Association and any such alteration or addition so made shall be as valid and effectual as if

originally contained in these Articles and be subject in like manner to alteration by special resolution.

### INDEMNITY

123. Every Director, Managing Agent, Auditor, Manager, Secretary, and other officer or servant of the Company shall be indemnified by the Company against all the costs, losses and expenses which such officer or servant of the Company may incur or become liable to by reason of any contract entered into, or act or thing done by him as such officer or servant, or in any way in the discharge of his duties, except any such as shall have arisen from their own respective willful acts or defaults.

Names, addresses and description of subscribers	Number of shares taken by each subscriber	Signature(s) of subscribers
<p>Name: WEIYI CHEN</p> <p>Address: Tanzania, Region Dar Es Salaam, District Ilala CBD, Ward Kivukoni, Postal Code 11101, Street Sokoine Drive, Plot 120/121, Block Number Nil, Apartment No. 17A, PSPF Twin Towers.</p>	<p>600</p>	
<p>Name: FAN XUEJUN</p> <p>Address: Plot No. 1, Mindu Tulieni, Cahlinze-Bagamoyo, Pwani, Tanzania.</p>	<p>500</p>	

Dated this 19th day of July, 2022.

Witness to the above signatures

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

VELGNA A. CLEMENCE

Address: \_\_\_\_\_

P.O. BOX 75034, DSM

Qualification: Notary Public and Commissioner for Oaths

