

THE COMPANNIES ACT R.E 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

BARKA MILLING CO. LIMITED

Incorporated this Day of 2008

Drawn by:

Sarhan Salim (**Subscriber**),
P.O Box 38
Sumbawanga

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incorporation

No.

I HEREBY CERTIFY that

BARKA MILLING CO. LIMITED

**I this day incorporated under the Companies
Act and that the Company is Limited.**

**Given under my hand at Dar es salaam this Day
of, Two Thousand and Eight.**

.....
Registrar of Companies

TANZANIA

Stamp Duty Shs. 5000/-

PAID ON ORIGINAL

Receipt No. 33287482/11/08

Stamp Duty Officer

THE COMPANIES ACT R.E 2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
BARKA MILLING CO. LIMITED

33287482
2/09/08
30/11/08

1. The name of Company is **"BARKA MILLING CO. LIMITED"**
2. The registered office of the Company will be situated in the United Republic of Tanzania.
3. The objects for which the Company is established are (and it is expressly declared that the several sub-clauses of this clause and all the powers thereof are to be cumulative and in no case is the generality of any one sub-clause nor is any general expression in any sub-clause to be narrowed or restricted by any particularity of expression in the same sub-clause or by application of any rule of construction ejusdem generic or otherwise).
 - (a) To carry on business of milling of food products.
 - (b) To act as manufacturers representatives, agents, distributors and/ or brokers for various manufacturers within and without Tanzania.
 - (c) To carry on the business of managing and monitoring movement of Commercial vehicles (fleet management solution) through calibrating fuel tanks and senses.
 - (d) To carry on consultancy business in setting up companies and general business promotion in Tanzania and elsewhere as shall be considered desirable. Including capitalization and equipping such companies.
 - (e) To take part in formation, management supervision or control of the business or operations of any company and for that purpose to act as Directors, Administrators, Managers, Secretaries or any other capacity and to appoint and remunerate any directors, administrators, Managers, Accountants or other experts or agents.
 - (f) To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations or securities by original subscription, tender, purchase, exchange or otherwise, and to subscribe for the same, either conditionally or other and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by, or incidental to the ownership thereof.
 - (g) To issu debentures, debenture stock, bonds, obligations and securities of all kinds and to frame, constitute and secure the same, transferable by delivery or by instrument of transfer or otherwise, and either perpetual or terminable, and either redeemable or otherwise, and chage or secure the same by trust deed or otherwise on the understanding

of the company or upon any specific property and rights, present and future, of the company (including, if thought fit, uncalled capital) or otherwise howsoever.

- (h) To cultivate, grow, buy, prepare any kind of fruit such as pineapple, orange, live, lemon, grapefruit, passion fruit, guava and all types of fruits and vegetables and to dispose of, sell and deal in any such products either in its raw form or its processed form.
- (i) To plant, grow, import, manufacture, sell and deal in fruits and/or vegetables in the form of juices, concentrates, nectars, pupils, pieces and/or slices, jams, marmalades, pickles, chutney, oil, animal and poultry feeds
- (j) To carry on the business or trade and deal in the export of all wild like birds, live animals, live game and generally any kind of pets for sale and export within the country, neighboring countries and other foreign countries and to improve, prepare for export, import, deal and trade in carvings, paintings, curios game skins, pottery, leather and leather good, clothes, batiks, wattle barks, coconuts and coconut by-products, beeswax, meat butter, ghee, cooking oils, charcoal, a corn flour, cloves, chees and commodities from by-products of milk.
- (k) To carry on the business of importers, exporters, manufacturers of and dealers in bread, flour, biscuits, confectionery, juice, squash packing and farinaceous compounds and materials of every description and construct, acquire, hire, hold, work, let and sell, mills, factories bake houses, shops, buildings, machinery and appliances suitable for such baking manufacturing and dealing.
- (l) To carry on the business of manufacturing and producing starch and its derivatives, including glucose, dextrin, dextrose, isomerase and both modified and unmodified starch.
- (m) To acquire, take-over, promote, establish and carry on all or any of the business of seed crushers and manufacturers and processors of Soya beans, linseeds, cottonseeds, groundnuts, simsim, sunflowers and any other seeds and cakes, oil extractors by crushing, chemicals or any other process from the afore-mentioned plants or other natural and oil substances and to prepare, manufacture, mill and render marketable any such oil and to sell, dispose of and deal in any such oil either in its prepared, manufactured or raw state.
- (n) To carry on the business of meal manufacturers, grain, seed, cake, corn, hay-straw and fodder merchants, manufactures of lard and margarine, hydrogenated oils, glycerin and inks of all kinds.
- (o) To carry on the business of manufacturers and distributors of cattle, poultry feed and feeding and fattening preparation of every description, makers and manufacturers of artificial manufacturers and fertilizers of every description, manufacturers of soaps of all kinds be wholesalers and retail dealers thereof, flax, cotton oil, cake, corn, merchants and any branch or subsidiary business as agents, consultants or representatives of overseas or local manufacturers, industrials or other like organization in any type of foods products or commodities.

- (p) To acquire and undertake the whole or any part of the business, property and liabilities of any person, firm or company carrying on any business which the company is authorized carry on, or possess property suitable for the purpose of this company.
- (q) To purchase, take on lease or in exchange of, or otherwise acquired land and properties of any tenure whatsoever, and carry on all or any to the trades of planters, gardeners, fruit farming, agriculturists and/or any trade or business in connection with agriculture or horticulture.
- (r) To sink wells, and shafts, and to make, build and construct, lay down, acquire and maintain factories, engines, machinery, tramways, docks, plant and appliances and to execute and to do all other works and things necessary or convenient for working, obtaining, storing, treating, preserving, fining, mineralizing, bottling, canning and discharging and such fruit products or otherwise for the purpose of the company.
- (s) To carry on the business of cash-in-transit for persons, individuals, companies, banks and to provide armored and other vehicles for such purposes
- (t) To act as enquiry agents, process servers, trade investigators, debt collectors, commission agents, brokers, bailiffs, custodians, warehousemen, and bonded warehousemen, insurance brokers, insurance assessors, security experts, and advisors and to act as private agents and detectives for any public or private body or corporation.
- (u) To deal in all kinds of telecommunications, visual communications, video communications, paging, voice feedback, automatic lettering, electrical and mechanical apparatus, equipment and fittings of all kinds whatsoever required in the business of the Company and or its customers including public cellular, radio telephone and systems, data, speech or voice communication and video services whether by way of fixed line, cable, mobile or via satellite and whether digital, analogue, radio or frequency-modulation based, and any existing or future value added services to be provided by the Company to its customers and to install, operate and maintain the same;
- (v) To develop, market, set up, service, maintain, provide and otherwise deal in any and all kinds of internet and email services and related communication equipment and machinery including but not limited to communication equipment, computers, modems, software, satellite equipment, visual satellite equipment, installation of automated teller machines of each and every kind, internet and world wide webs sites, global service providers, internet hubs, digital facsimile facilities, speed dialling facilities, and all services related to the business of an internet service provider or world wide web site; designing, development, management and hosting and any and all types of accessories for any of the above purposes of the Company;
- (w) To deal in electron-beam generated digital holograms and electron-beam lithography, stereogram and multigram combination, recombining, electroforming, audiovisual and automotive products and installing the same in visas, and excise stamps programmes and to provide all types of modern and reliable anti-counterfeit product systems; digital security and all types of devices that help prevent or detect fraud or counterfeit goods or

products of whatsoever nature and all other related services that may be carried on by the Company;

- (x) To facilitate design, modify, develop, manage, programme including computer based systems for detecting counterfeit currency and all types of programmes related with anti-counterfeiting, digital watermarking, computer synthesised holograms and achromatic features for Optically Variable Devices (OVD), smart card device data; and to assemble and construct equipment, apparatus and devices used in holographic and digital technology and authentication including those that facilitate and are connected to digital, optical and holographic security services and detecting counterfeit documents, goods or products;
- (y) To establish, work, manage, sell, hire out, lease, rent and maintain equipment, apparatus and devices used for digital, optical and holographic security and all types of devices equipment or apparatus that help prevent or detect fake, fraudulent or counterfeit goods including all types of modern and reliable anti-counterfeit product systems, holographic and optical security systems of whatsoever nature and wherever, and such other related services that may be carried on by the Company either alone or in combination with others;
- (z) To carry on business of proprietors and/or hirers of trucks, lorries, cars, minibuses, buses, self or chauffeur driven for transportation of passengers and goods within Tanzania and/or in the neighboring countries, carry on the business of manufactures of species, yellow gram, grain and seed merchants and millers of all types of food products.
- (aa) To cultivate, grow, buy, prepare any kind of fruit such as pineapple, orange, lime, lemon, grapefruit, passion fruit, guava and all types of fruits and vegetables and to dispose of, sell and deal in any such products either in its raw form or its processed form.
- (bb) To adopt means of making known the products of the company as may seem exchange, mortgage or otherwise dispose of any lands, buildings, machinery or plants, mills, factories, warehouses or any hereditaments.
- (cc) To carry on the business in any part of the world of providing assistance emergency or otherwise which shall include amongst other things the tracking, locating and recovery of stolen, lost or missing motor vehicles, aircrafts, trains, ships, and other waters vessels and all kinds of transit containers and construction equipment and to provide physical and personal protection of persons and their goods and things, the provision of health, medical and paramedic assistance and services including land, water and air rescue together with any other rescue services the company considers reasonable and appropriate to provide;
- (dd) To engage in conduct in and between any and all regions and district in Tanzania neighboring countries and other foreign countries as agent or otherwise the business of general trucking, forwarding, cartage, storage, warehousing, consolidation distributing warfare, contracting, loading, in loading and business and to conduct as general brokerage commission and customs house, brokerage service business and to handle and

forward for transportation by air highway water and roll road between cities, towns, villages and other places in various parts of the world personal bills, notes, packages, luggage's goods wares, parcels and other movable and personal property over and on such lines and routes as may from time exist and general to act as agents for land estate, brokers, charters, auctioneers, clearing and forwarding agents, insurance agents, and agency in all its respective branches.

- (ee) To carry on all or any other business of stationers, printers, lithographers, stereotypes, electrotype, engravers photographic printers, photos, type setting machine operators, die sinkers, envelope makers, book binders, account book manufactures, type founders, photographers, manufacture of and dealers in playing, visiting railways, festival invitation, business complimentary and fancy cards and valentine dealers in or manufactures or any other articles or things or character similar or analogous to the foregoing, or any of them or connected therewith and to deal in the manufacture of and sell by wholesale or retail of school chalks secretarial services.
- (ff) To construct steamships, ships, trawlers, catches, carries, drifters, fishing boats, boats, or other vessels what solvers laughter's houses, cold storage, premises, ware houses, shed and other building requisite useful for the business of the company.
- (gg) To carry on business of hair dressing, haircutting trimming, styling, setting, hair dyeing, shampoo treatment, massaging of scalp, beauty soap, creams, lotion all type of cosmetics, hair lotion, essential oils, dentifrices, bleaching preparations and other substance for laundry use, cleaning, polishing, scouring and abrasive preparations.
- (hh) To carry on business of petrol stations and deal in petrol, diesel oil, kerosene, mineral oil, crude oil, lubricant oil, grease and/ or fuel oil all kinds and all other mineral and petroleum products as importers dealers or distributors and servicing and repairing of vehicle of all types generally.
- (ii) To carry on business of motor vehicle garage and repairing and servicing of all type of vehicle and machineries, and the business as dealers wholesalers, retailers, distributor agents, importers and exporters of hardware, motor vehicles, bicycles and its spares, agricultural and industrial machineries and spares, electrical machinery, accessories and spares of all kinds.
- (jj) To enter into (partnership or into) any arrangement for sharing profits, union or interests, co-operation joint venture, reciprocal, concession, or otherwise, with any persons, firm or company carrying on or engaged in or about to carry on or engage in any business or transaction which this company is authorized to carryon, or engage in any business or transaction capable of being conducted the so as directly or indirectly to benefits this company. And to lend money to guarantee the contracts of, or otherwise assist, and sell, hold, reissue with or without guarantee or otherwise deal with the same.
- (kk) To promote any other company for the purpose of all any of the property and undertaking, or any business or operation which may appear likely to assist or benefit this company or to enhance the value of the property or business of this company and to place

or guarantee the placing of underwrite subscribe for or otherwise acquire all or any part of the shares or securities of each company as aforesaid.

- (ll) To lend and advance money or give credit to such persons, firms or companies and such as terms as may seem expedient, and in particular to customers and others having dealing with the company, and to give guarantee to become surely for any persons, firms or companies for the due payment of money for the performance of any obligations or liabilities.
- (mm) To receive money or deposit or loan and borrow or raise money in such manner as the company shall think fit and in particular by the issue of debenture stock (perpetual or other wise) and to secure the payment of money borrowed, raised or owing by mortgage, charge, or lieu upon all or any of the property or assets of the company(both present and future) including its uncalled capital and also by a similar mortgage, charge or lieu to secure and guarantee the performance by the company or any other person or company as the case may be.
- (nn) To establish and support or aid in the establishment and support of association, institutions, funds, trust, and club calculated to benefit the employees or ex-employees of the company which is a subsidiary company of the company or is allied there to or associated there with or dependents or connections of such persons, and to grant or provide pensions and allowances, to make, or enter into arrangement for the provisions of policies f life assurance, pensions or other benefit to or for any directors or employees of the company, or and such predecessors of such company as aforesaid, or the relations, connections or dependents of any such persons, to pay or contribute towards the payments of premiums in respect of any such policies, pensions or benefits, to establish or support funds, trust and schemes (including funds, trusts and schemes providing for payment towards insurance) which may be considered calculated to promote such persons or benefits.
- (oo) To sell or other dispose of the whole, or any part of the business or property of the company either together or in portions, for such consideration as the company think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (pp) To purchase or otherwise acquire letters, patents, prevents, d invention, concession, licenses, rights and privileges subject to royalty or otherwise, and whether exclusive or in-exclusive or limited, or any part interest is such letters, patents, brevents d invention, concessions, licenses, right and privileges, whether in East Africa or in any or in any other part of the world.
- (qq) To take all necessary and proper steps with the authorities, national, local, municipal or otherwise, or any place in which the company may have interests, and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the company or furthering the interests if its members, and to oppose any steps taken by any other company or persons which may be considered likely directly or indirectly, to prejudice the interest of the company or its members.

- (rr) To draw, make, accept, endorse, discount, negotiate, execute and issue, buy, sell and deal in bills of exchange promissory notes and other negotiable or transferable instruments, amalgamate or enter into partnership or any joint venture or profit sharing arrangement with and to co-operation in any way with or assist or subsidice any company, firm or person.
- (ss) To promote or concur in the promotion of any company, the promotion of which shall be considered desirable, to lend money to and guarantee the performance of the contracts, obligations of and the payment and repayment of the capital and principal of and divided interest or premiums payable on any stock, shares, and securities of any company, firm, or person, whether having objects similar to those of this company or not other and give all kinds of indemnities.
- (tt) To sell, lease. Grant licenses, easement and other rights over and in any other manner deal with or dispose of the undertaking property, assets, rights and effects of the company or any part there of for such consideration as may be thought fit and in particular for stock shares or securities of any other company, whether fully or partly paid up.
- (uu) To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations, or securities by original subscription tender, purchase, exchange or otherwise and subscribe for the same, either conditionally or other and to guarantee the subscription thereof and the exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.
- (vv) To issue debentures, debentures stock, bond, obligations and securities of all kind and frame, constitute and secure the same, as may seem expedient, inter full power to make the same transferable by delivery or by instrument of transfer or otherwise, and charge or secure the same by trust deed or otherwise on the undertaking of the company on upon by specific property and rights, present and future, of the company including if thought fit, uncalled capital) or otherwise howsoever.
- (zz) To take information management, supervision of control of the business or operation s of any company and for that purpose to act as the Directors, administrators, managers, secretaries or any other capacity, and to appoint and remunerate any directors, administrators, managers, accountants or other expenses or agents.
 - (i) To procure the registration of the company in or under the laws of any of any place outside Tanzania.
 - (ii) To purchase, sell, subscribe for, underwrite, to otherwise acquired and hold shares stocks or other interest in or obligations for any other company or corporation.
 - (iii) To distribute among the members of the company in kind any property of the company, and in particular shares or securities of other companies belonging to the company.

- (iv) To act as agents or brokers and as trustees of any person or company and to undertake and perform sub-contractors and to do all or any of the above business in any part of the world, and either alone or jointly with others and either by or through agents, sub-contractors, trustees or otherwise.
- (v) To do all such things are incidental or conclusive to the attainment of the above objects or any of them.
- (vi) To carry on the business as developers of immovable property of all kinds, and whether urban or rural construct, erect and maintain either by the company or by other persons firm or company building structures, houses, flats, shops, hotels, factories, godowns, sewers, roads and all other work erections and things of any descriptions whatsoever either upon land acquired by the company or upon other land generally to alter develop and improve land and other property.
- (vii) To carry on the business of timber or wooden and steel furniture, carpentry and joinery and steel fabrication, manufacturers, importers, exporters dealers, wholesalers, retailers and or respectively for the above goods.
- (viii) To carry on business of all type of agricultural diary and industrial equipment machinery, implements raw materials, spare parts for industrial, transport agriculture and minerals sector as an importer, exporter, distributors, wholesaler and retailer and also farming business.
- (ix) To carry on any other business whether manufacturing or otherwise which may seem to the company capable of being conveniently carried on in connection with any of the above business or objects or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights for the time being.
- (x) To construct, establish open acquire, maintain and carry on factories, warehouses, shops, shop premises and similar establishments of all kinds and in particular but without prejudice to the generality of the foregoing, retail shops for the sale and/or dealt in by the company, or provisions, beverages, clothing and other articles or products whatever which may be required by any employee of the company or of any subsidiary and dwelling houses or other accommodation for employees of the company of any subsidiary.
- (xi) To purchase, lease, license, take in ex-change or otherwise acquire any lands, building hereditaments, or premises whether free hold or lease hold. Or any estates or interests in such lands buildings hereditaments or premises anywhere in the world or options and licenses of any description which the company may think useful of any of its objects or purchases and to develop work dispose of or otherwise turn to account the same.
- (xii) Generally to purchase, take on lease in exchange, hire or otherwise acquired any movable property and any rights or privileges which the company may

think necessary or convenient for the purpose of its business and in particular any lease, options or leases, stands, buildings, furniture, machinery, plant and also any concessions, licenses, trade marks, and other rights in Africa or elsewhere and either solely or jointly with others and to pay therefor in cash or in shares of the company or partly in stock of the company partly in cash and partly in stock or shares of the company or otherwise.

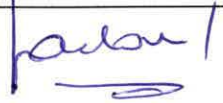

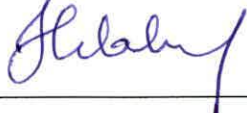
- (xiii) To establish and support, or aid in the establishment and support of associations, institutions, and conveniences, calculated to benefit any of the company or the dependents or connections of such persons and to grant pensions and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for exhibition or any public, general or useful object.
- (xiv) To amalgamate with any other company having objects altogether or in any similar to those of the company.
- (xv) To distribute any of the property of the company in specie among the members.
- (xvi) To do all such other things as are incidental or conducive to the attainment of the above objects.

4. The liability of the member is limited.

5. The authorized share capital of the company is **300,000,000/=** (says Tanzania shillings three hundred million) divided into 1,000 shares of (**shillings 300,000**) each.

The company shall have powers to increase its capital and to divide the shares in its capital for the time being into several classes of stock or shares and to attach thereto respectively such preferential, deferred or special rights, privileges, or conditions as may be determined by or in accordance with the Articles of Association of the company.

We, the several persons whose names and addresses are subscribed hereto, 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, Address and description of Subscribers	Number of shares taken by each Subscriber	Signature
1. Sarhan Salim P.O Box 38 Sumbawanga	50	
2. Salim Sarhan P.O Box 38 Sumbawanga	25	
3. Hilal Salim P.O Box 38 Sumbawanga	25	

Dated at Dar es salaam this 20TH day of NOV 2008

Witness to the above signatures

Name:

ADENBA GUMBA

Signature:



Postal Address:

P.O. BOX 79877 D SALAMA

Qualification:

ADVOCATE & COMMISSIONER FOR OATHS



TANZANIA
Stamp Duty Shs. 2000/-
PAID ON ORIGINAL
Receipt No. 33289488 20/11/08
Stamp Duty Officer

THE COMPANIES ACT R.E 2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

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OF

BARKA MILLING CO. LIMITED

1. In these regulations:

“The company act means” means of the companies Act of Tanzania Act No. 12 of 2002.

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

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

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

The regulation of Table ‘A’ in the first schedule to the companies Act (hereinafter called Table ‘A’) shall apply to the company, save in so far so as they are varied or excluded hereby, but in case of any conflict between the provisions herein, and the provisions under Table ‘A’ the former shall prevail, and in addition to substitution for or modification of the provisions of Table ‘A’ the following shall be the regulations of the company.

PRIVATE COMPANY

2. The company is a Private company and accordingly:

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

TRANSFER OF SHARES

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

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

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

The Regulation of companies Act shall apply the following variations:-

- (a) A general meeting, Ordinary or Extraordinary may with the consent in writing of all members, be convened on a shorter notice than seven days or without notice.

- (b) Two members, present either personally or by proxy shall form a quorum.
- (c) Any ordinary resolution of the company determined without any general meeting and evidenced by writing under the hands of majority of the Directors and of the members of the company holding three- fourths of the issued shares of the company shall be valid and effectual as an ordinary resolution duly passed at a general meeting of the company.

6. DIRECTORS

- (a) Until otherwise determined by the company in general meeting the Directors shall not be less than two and not more than seven in number.

- (b) The following persons shall be the first Directors of the company:-

1. SARHAN SALIM
2. SALIM SARHAN
3. HILAL SALIM

- 7. The shareholding qualification for the Directors may be fixed by the company in general meeting, and unless and until so fixed no qualification shall be required.
- 8. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two.
- 9. A resolution in writing signed by all the Directors then in Tanzania shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.
- 10. The Directors may from time to time borrow or raise any money for the purposes of the company which may exceed the issued share capital of the company.

BORROWING POWERS

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

- 11. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the company present or future including its uncalled capital for the time being, or the issues at such price as they may think fit, of bonds or debentures either charged upon the whole or any part of the property and assets of the company or not so charged or in such other way as the Directors may think expedient.

VOTE OF MEMBERS

- 12. On a show of hands every member present in person shall have one vote. On a roll every member shall have one vote only for the shares of which he is holder.

13. No member shall be entitled to vote at any general meeting unless all calls or other sums presently by him in respect of shares in the company have been paid.

DISQUALIFICATION OF DIRECTORS

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

SEAL

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

ALTERNATE DIRECTORS

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

SECRETARY

18. The Secretary shall be appointed by the Board for such terms at such remuneration and upon such condition as it may think fit, and any secretary so appointed may be removed by the board.
19. With the sanction of a special resolution of the shareholders any part of the assets of the company including any shares in other companies may be divided between the members of the company in special or may be vested in trustees for the benefit of such members and the liquidation of the company may be closed and the company dissolved but so that no member shall be compelled to accept any shares whereupon there is any liability.

ALTERNATION OR ADDITION

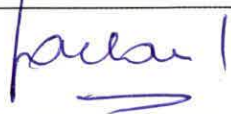

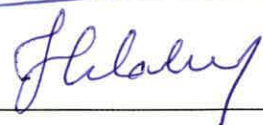
20. Subject to the provisions of the Act and to those contained in the Memorandum of Association the company may by special resolution make alteration or addition so made shall be as valid and effectual as if originally contained in those articles and be subject in like manner to alteration by special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

INDEMNITY

21. Every director, Managing Director, Agent, Auditor, Secretary and other officer for the time being of the company shall be indemnified out of the Assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or is in connection with any application.

ARBITRATION

22. If and whenever any dispute or difference shall arise between the company and any of the members or their respective representatives touching upon the construction or meaning of any of the Act contained or any act matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising here under or arising out of the relation existing between the parties by reasons of these Act or the Act differences shall (unless a sole arbitrator be agreed upon) forthwith be referred to the arbitration of three (3) arbitrators, one to be appointed by each party and the third to be appointed by the first two or, in the event of failure to agree within (Cap. 15) or any then existing statutory modifications or re-enactment thereof shall apply.

Names, Address and description of Subscribers	Number of shares taken by each Subscriber	Signature
1. Sarhan Salim P.O Box 38 Sumbawanga	50	
2. Salim Sarhan P.O Box 38 Sumbawanga	25	
3. Hilal Salim P.O Box 38 Sumbawanga	25	

Dated at Dar es salaam this 20TH day of NOV 2008

Witness to the above signatures

Name: ABEMBA GOMBA & COMPANY

Signature: 

Postal Address: P.O. BOX 79877 D'SALAM

Qualification: ADVOCATE



BARKA MILLING CO. LTD

PROJECT FOR MAIZE, PADDY AND EDIBLE OIL MILLING IN SUMBAWANGA

A BUSINESS PLAN

**Presented by:
Barka Milling Co. Ltd
P.O. Box 38
Sumbawanga.**

November 2008

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1. INTRODUCTION

1.1 FOREWORD

This Project Feasibility Study Report sets out proposals by M/S BARKA MILLING CO. LIMITED of establishing a factory for food processing, including maize, paddy and edible oil milling.

1.2 OBJECTIVES OF THE STUDY

The purpose of this Feasibility Study is to work out the technical and commercial details and the financial viability for the establishment of the above project in Sumbawanga.

1.3 PROJECT PROMOTERS

The following sponsors are promoting the proposed project:

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	% SHARE-HOLDING
Sahran Salim	50	50%
Salim Sahran	25	25%
Hilal Salim	25	25%

The current shareholders of the company have a wealth of experience in similar projects and are keen to exploit such experience to make this project a success.

1.4 STUDY LAYOUT

This study is presented in one document comprising the following major chapters.

Chapter One	-Introduction
Chapter Two	-Executive Summary
Chapter Three	-Manufacturing Sector in Tanzania
Chapter Four	-Production Process and Technology
Chapter Five	-Machinery, Equipment and Civil Works
Chapter Six	-Raw Materials and Other Production Inputs
Chapter Seven	-Manpower and Plant Organization
Chapter Eight	-Investment and Financing
Chapter Nine	-Costs of Operation
Chapter Ten	-Financial Analysis
Chapter Eleven	-Economic Analysis
Chapter Twelve	- Recommendations

2 EXECUTIVE SUMMARY

2.1 INTRODUCTION

The Study examines the possibility of establishing a factory for food processing including maize, paddy and oil milling. A techno-economic evaluation has been carried out to determine the feasibility of establishment of this project.

2.2 CEREAL & EDIBLE OIL PROCESSING

Each type of cereal requires a specific post-harvest treatment, however, there are certain general principles that apply to most of them. Cereals undergo a number of processing stages between harvest and consumption. This chain of processes is often referred to as the total post-harvest system. The post-harvest system can be split into three distinct areas. The first is the preparation of harvested grain for storage. The second, which is referred to as primary processing, involves further treatment of the grain to clean it, remove the husk or reduce the size. The products from primary processing are still not consumable. The third stage (secondary processing) transforms the grains into edible products.

Primary processing involves several different processes, designed to clean, sort and remove the inedible fractions from the grains. Primary processing of cereals includes cleaning, grading, hulling, milling, pounding, Grinding, tempering, parboiling, soaking, dying and sieving.

Secondary processing of cereals (or 'adding value' to cereals) is the utilisation of the primary products (whole grains, flakes or flour) to make more interesting products and add variety to the diet. Secondary processing of cereals includes the following processes: fermentation, baking, puffing, flaking, frying and extrusion.

Puffing: Puffed grains are often used as breakfast cereals or as snack food. During puffing, grains are exposed to a very high steam pressure which causes the grain to burst open. The puffed grains can be further processed by toasting, coating or mixing with other ingredients.

Flaking: Flaked cereals are partially cooked and can be used as quick-cooking or ready to eat foods. The grains are softened by partially cooking in steam. They are then pressed or rolled into flakes which are dried. The flakes are eaten crisp and should have a moisture content of below 7%.

Fermentation: Doughs made from cereal flour can be fermented to make a range of products.

Baking: Doughs and batters made from cereal flours are baked to produce a range of goods.

Extrusion: Extrusion involves heating and forcing food (usually a dough) through a small hole to make strands or other shapes. The extruded shapes then undergo further processing such as frying, boiling or drying.

Projects and small businesses may involve only one or several of the activities in the total chain, from the growing of crops through to the production of edible products. Some small businesses are set up to clean and package wholegrains. These businesses can be successful as there is very little need for equipment. However, as with all businesses, there must be a clear demand for the product.

Normally the oil pressing plant is composed of seeds cleaning & crushing unit, steaming and drying units, pressing unit, conveyor, electrical cabinet box, etc. The oil pressing unit is the main stage, to make the vegetable seeds flake in a hardened cage to squeeze oil content out.

It's complete set of oil pressing equipment, which is automatically operated to save labour and cost. Labour cost relates to the following machines and parts:

Electrical apparatus control, materials feeder, conveyer, screening machine, steaming & frying machine, huller machine, medium boiler etc.

The by-products from the oil press are cake and soap residue. The cake could be used as animal food with our pelleting machines, or source material for the other way of extraction. Soap residue is the source material for laundry soap with soap making machines and washing detergent

2.3 MARKET AND MARKETING ASPECTS

The market survey carried out reveals that there is a huge demand for maize, paddy and edible oil milling facilities in Sumbawanga. There is wide gap between supply and demand and therefore, business opportunity exists for setting up additional processing facilities to satisfy the market requirement.

2.4 PROCESS AND TECHNOLOGY

Processing of maize through dry milling involves physical breaking of maize grains into various fractions and the size of the product determines its use. The main objectives of dry milling are:

- To obtain maximum yield of grits with the least contamination with fat and black specks of the tip cap, to recover as much as possible the endosperm as meal,
- To produce the maximum amount of flour and
- To obtain the maximum amount of oil.

Products from dry milling are maize meal, flour and maize grits. Other by - products are fractions, characterized by various dimensions and sizes which affect composition and utilization. For instance grit fractions ranging from 0.6- 1.2 mm (mesh) are used domestically for many food preparations. In the United State of America whole hominy (with the whole endosperm) are popular and may be cooked in milk or water and served as a vegetable.

Hominy grits (the endosperm broken) are used for hot cereals and for the preparation of ready -to-eat corn cereals. Also the brewing industries use brewers' grits in beer production. Maize meal with fraction of 0.6 -0.2mm is used in meal mixes, making of maize bread and maize muffins. Of recent, it is used for some extruded maize snack products.

Maize flour with fraction size of less than 0.2mm is a valuable ingredient in pancake mixtures, baby foods, cookies and biscuits. It is used for ice cream cones, ready-to-eat cereals, battler bread mixtures and for other baking products. Maize flour can be combined with soy-milk to produce high nutrient products such as corn-soy-milk (CSM) and corn-soy-blend (CSB).

Dry Maize Milling Process

Industrial method of processing maize under dry milling process for maize is shown hereunder

- Whole maize
- Clean
- Conditioning
- Degerminating
- Drying and aspirating
- Grinding
- Purifying and classifying
- Purifying and aspirating
- Drying
- Packaging

Rice from the field is harvested and threshed to produce what is most often called paddy rice or rough rice. Rice is usually harvested at about 18% to 24% moisture and must be dried down to about 12% to 14% so that it can be safely stored. In most developing countries rice is somehow air-dried. The straw and rice can be dried in the field. It is sometimes stacked in a special manner to allow air to pass through it and cause rain run off quickly. Most often, the paddy rice is spread on some sort of concrete or pavement and raked over until dry. In some developing countries, you will see rice drying all over the roads during harvest season.

In more developed countries, rice is dried in farm storage bins that have air chambers underneath that force air to pass up through the rice, or rice is dried in large column dryers where the rice makes two to five passes through the dryer in a continuous flow type system. Drying of the rice (including while in the field prior to harvest) is a critical component in regards to quality. Rice that is cracked during drying will have a lower percentage of head yield and will have a poorer quality after cooking.

Milling of the rice involves; removing the trash and then the husk from the rice, milling the bran off of the endosperm (leaving white rice), and then removing broken kernels and other defects. There are many ways that rice can be stored and milled. In much of the world, the rice is milled in very small mills near the farm and stored in the form of milled rice until consumed. Sometimes it is stored as paddy or brown rice and then milled fresh prior to consumption.

The company will use state of the art machinery and equipment in the milling of paddy to produce high quality white rice.

Paddy Milling Process

Processing of paddy observes steps shown below:

- Grain Cleaning.
- Destoning.
- Husking.
- Paddy Separation.
- Milling.
- Broken Removal.
- Sorting.
- Magnets.

Large black sunflower seeds are the ones filled with the greatest quantities of sunflower oil - these oilseed varieties can be approximately 40 - 50% oil by weight. Producers generally press not only the seeds but the entire head of the sunflower so they make sure they will obtain the highest oil yield. Once the sunflower oil is extracted, it is sent for further refining and filtering. Modern oil extraction techniques create a byproduct called pressed sunflower seed cake or meal, which is high in protein and can be for livestock feed.

From the foregoing sunflower oil extraction will generally involve the following stages:

- Pressing
- Refining
- Filtering

2.5 TRENDS IN AGRICULTURE SECTOR & PRODUCTION INPUTS

Sector Growth

In 2006, the agriculture sector grew by 4.1 percent, compared to 5.1 percent in 2005. The decrease in the growth rate was caused by drought which hit many parts of the country during the 2005/06 rain season which affected production of various food and cash crops and pastures. Growth of the agriculture sub-sectors in 2006 was as follows: fishing 5.0 percent; crops 4.0 percent; livestock 4.1 percent; and forestry and hunting 4.7 percent, compared to 7.3, 5.2, 4.2, and 3.6 percent in 2005 respectively. Contribution of the agriculture sector to GDP decreased from 45.6 percent in 2005 to 44.7 percent in 2006.

Food Crops

In 2006, production of some food crops declined. The crops which recorded significant decline included bananas, cassava and paddy. However, there was an increase in the production of some crops including wheat, millet and beans.

Table : Food Crops Production in 2005 and 2006

Tonne (000)

Crops	2005	2006	Changes % 2004/05
Maize	3,131	3,423.025	9.33
Paddy	1,077	805.067	-25.25
Wheat	44	109.531	148.93
Millet	721	941.536	30.59
Cassava	2,851	2,052.767	-28.00
Beans	650	1,049.919	61.53
Banana	2,007	1,169.151	-41.75
Sweet potatoes	1,300	1,396.354	7.41

Source: Ministry of Agriculture, Food Security and Cooperatives

Cash Crops

In 2006, there was an increase in the production of some cash crops, compared to 2005. Crops whose production increased included sugar, tea, coffee and sisal, while the production of cotton, pyrethrum, cashew nut and tobacco decreased.

Table: Cash Crops Production in 2005 and 2006

Tons ('000)

Crops	2005	2006	Changes (%) 2005/06
Cotton	378,000	130,565	-65.46
Tobacco	56,500	50,617	-10.41
Sugar	263,317	290,863	10.46
Tea	30,000	31,348	4.49
Pyrethrum	2,500	2,046	-18.16
Coffee	34,334	45,534	32.63
Sisal	27,794	30,847	10.98
Cashew nuts	90,385	88,213	-2.40

Source: Ministry of Agriculture, Food Security and Cooperatives

Investment in Agriculture Sector

In 2006, the number of private investors in the agriculture sector increased to 203, from 169 in 2005, equivalent to an increase of 20.1 percent.

Table: Number of Investors in Agriculture Sector

Year	2001	2002	2003	2004	2005	2006
Number	77	93	115	145	169	203
% Change	-	20.78	23.66	26.08	16.55	20.1

Source: Tanzania Investment Center

2.6 LOCATION

The plant will be located at plot no 25, block MM, Malangali Area, Sumbawanga Municipality. It is expected that production will be carried out in premises to be owned by the company.

2.7 MANPOWER REQUIREMENTS

The whole project will comprise of a total permanent work force of 38 people and several other temporary. Initially there will be a few technical expatriates who will give training to the local staff. Maximum employment will be given to the local work force. The factory will be organized into three major areas namely:

- Production
- Marketing
- Finance and administration

2.8 IMPLEMENTATION

The project is planned to undergo two phases:

Phase I: Major activities to be involved include registration of the project and approvals by the Tanzania Investment Centre (TIC), and mobilization of funds from Sponsors. Other activities include identification of appropriate processing technology, sourcing of machinery and equipment, construction of buildings, staff recruitment and training of core personnel. Processing of maize, paddy and edible oil will commence during this phase.

Phase II: Will involve expansion of food processing operations after acquisition of appropriate technology and capital.

2.9 PROJECT ECONOMICS

2.9.1 Capital Investment Requirements

COST STRUCTURE

PARTICULAR	AMOUNT USD
Land and Buildings	150,000
Plant, Machinery & Equipment (Generators, pumps)	500,000
Motor Vehicles	150,000
Furniture & Fixtures	0
Pre expenses	50,000
Others	50,000
Working Capital	200,000
TOTAL	1,100,000

*US\$ 1 = Tshs 1,250

2.9.2 Expenditure on basic materials and Profitability

The major expenditure item is the purchase maize, paddy, sunflower seeds which are major inputs in production of maize flour, white rice and edible oils undertaken by the company.

Project revenue will accrue from undertaking of milling activities. Based on projected revenue at sustainable levels of production the project is quite profitable.

2.10 RECOMMENDATIONS

The study shows the establishment of food processing facilities outlined is both technically and financially a feasible undertaking. Furthermore, it will create local employment for the national benefit. In view of the findings, the project is recommended for implementation.

3 INDUSTRIAL SECTOR IN TANZANIA

In the end of the 20th century, manufacturing activities in Tanzania have exemplified a steady growth, registering average annual growth of over 4 percent. Nevertheless, manufacturing activities in Tanzania, are relatively small and at an infancy stage. Its contribution to GDP has averaged 8% over the last decade, with most activities concentrated on manufacture of simple consumer goods - food, beverages, tobacco, textiles and furniture and wood allied products. Most of the present industries were established in the light of import substitution strategy, whereas production focused in substituting previously imported goods in view of saving the country's meagre foreign exchange.

The government decision to liberalise trade and investment policies, effected since 1986, witnessed a number of firms even those believed to be as strong, clumping down as they could hardly withstand competition from imported manufactures. A number of measures were taken in view of revamping competitiveness of the local industries and enhancing their penetration into export markets.

The government starting in the early 1990s launched a deliberate programme to restructure and privatise publicly owned enterprises. Out of this programme some sheds of hope are now emerging. The overall utilisation of installed industrial capacities is improving, rising from an average of 20% in 1990 to around 50% at the turn of the 21st Century. Some of the recently privatised industries have undergone intensive rehabilitations - improving their capital structure, production technologies and management and marketing system as well as retrenched workers to match with production levels and improved quality and lower costs of production.

The manufacturing sector is of significant importance in the Tanzania's economy. Up to 1999, the sector employed about 140,000 people or about 48% of total monthly wage earners, making it the largest urban employer. It remains to be the most reliable source of government revenue in terms of import sales, corporate and income taxes. It accounts for over half of government annual revenue collection. Though manufacturing export has been in a declining trend, yet it earns the country a fifth of total foreign exchange earnings to become a third important sector coming after agriculture and tourism. Moreover, it is the industrial sector that provides reliable field to practice invention, innovation and nurturing modern technologies for production and service provision.

3.1 INDUSTRIAL FIRMS IN TANZANIA

- Food, Beverage and Tobacco

The food manufacturing in Tanzania include manufacturing of dairy products, canning and preservative of fruits and vegetables, canning fish and similar foods, manufacture of animal and vegetable oils, grain milling baking, sugar and confectionery as well as prepared animal feeds. The beverages include the distilling of ethyl alcohol, distilling rectifying and blending of spirits; manufacture of wines, cider and beer. Also included is the production of soft drinks and carbonated waters and the bottling of natural spring and mineral waters. The tobacco subsector comprises manufacturing of cigarettes, tobacco and other tobacco production.

- Textiles, Clothing, Leather and Footwear

Activities undertaken in this category include spinning, weaving, finishing of textiles; the manufacture of made-up textile goods; knitting, manufacture of carpets, rugs, cordage, rope and twines.

For the leather and footwear activities involved include tanneries; leather finishing and manufacturing of products from leather such as luggage, handbags and purses. The leather sub-sector was the first to be identified for privatisation. Hitherto, all the three large tanneries and two shoe making factories have been privatised.

- Wood and Wooden Products, excluding Furniture Activities

Accounted in the subsector include sawmills, planing and other wood mills manufacturing goods. Also included in this subsector is the manufacturing of wooden containers, cane products and wooden products.

- Paper and Paper Products

This comprises the manufacturing of pulp, paper, paperboard, fibreboards, light packaging, heavy packaging, stationery and other paper products.

- Chemicals, Petroleum, Rubber and Plastics

The chemical subsector comprise the manufacture of basic industrial chemicals, fertilizers, pesticides, plastic materials and products, medicinal and pharmaceuticals, soap, detergents, perfumes and other cosmetics, paints and other chemical products. While the petroleum subsector comprise of petroleum refineries, fuel oils, lubricating oils and manufacture of asphalt materials. Rubber products produced in the country include tyres and tubes conveyors and fan belts, rubber mats, groves, pipes and tanks,

plastic sheets, kitchenware, furniture and footwear. Production, albeit characterized by peaks and troughs, has remained approximately constant since the early nineties.

- Non-metallic Mineral Products

This includes manufacture of pottery, china and earthenware, glass and glassware products, bricks, tiles, cement, concrete, gypsum and plaster products.

Physical volume of production has been in the up swing since the early nineties and particularly towards the end of the decade following privatisation of the cement mills. Level of employment has similarly been sustained.

- Basic Metal Products

This comprises rolling mills and foundries to produce products such as slabs, bars, sheets, plates, strips, tubes, pipes and rods.

- Fabricated Metals, Machinery and Equipment

This includes manufacture of cutlery, hand tools and general hardware, furniture and fixtures, doors, metal staircases and window frames.

Policies & Regulatory Framework

The future discourse for industrial development in Tanzania is elaborated in the "Sustainable Industrial Development Policy - SIDP". The main purpose of SIDP is to set out a path for industrialising Tanzania so that by the turn of the first quarter of the 21st Century it becomes a semi industrialized country with industry, broadly defined, accounting for over 40% of GDP.

In its approach SIDP embraces the principles of a market-led economy and competitiveness. It points out plainly that industry would only prosper in the hands of increased private sector participation both in decision making and implementation. The government in this aspect has vowed to increasingly provide an environment which is welcoming, attractive, stable and that can encourage private sector investment.

The private sector in its part should take all necessary initiatives to respond and manage challenges of globalisation. Firms are challenged to pursue firm strategies which are geared towards building the necessary capabilities to enable them compete in the world market.

3.2 FACILITATION

There are several institutions rendering support services to the industrial sector. These, among others, include:

National Development Corporation (NDC):

The National Development Corporation is a public institution, was established by an Act of Parliament in 1962. Its primary objectives include:

- To identify and lead the development of projects which have high inherent catalysts to enhance exploration of economic growth potentials in the country;
- To initiate economic projects by itself or in partnership with private sector both local and foreign, so as to facilitate emergence of world class competitive industries and industrial supportive infrastructure; and
- To assist in the creation of a human capital base for improved industrial and economic management for the country.

So far NDC has been mandated by the Government to:

- Co-ordinate and guide implementation of various projects under the Mtwara Development Corridor. These projects, some of them have feasibility studies already completed, are to be implemented under the wider South African Development Community (SADC) Spatial Development Initiatives (SDI). Among others, such

projects include power generation and transmission, transport infrastructure, telecommunications, water supply and management, agriculture, mining, tourism, forestry and fisheries.

- Initiate and to regulate the development of Export Processing Zones and Free Ports in Tanzania, and
- Besides NDC participates in equity financing of projects either initiated by NDC itself or by third parties.

The sponsors of projects seeking either partnership; support or assistance of NDC should take note of the following:

- NDC gives priority to projects with positive impact for the country in terms of value addition, foreign exchange earnings or savings; employment creation; technological advancement and poverty eradication.
- NDC will normally invest in the initial stages of pre-feasibility and feasibility studies. Once the project has proved viability or affordability, NDC can assist either through equity financing, partnership, attracting in other collaborators or loans negotiations.
- NDC can enter into a commercial joint venture partnership with an agreed exit mechanism preferably through (but not limited to) sale of shares in the stock exchange; and
- The support and assistance of NDC could be effected when project promoters have mobilized funding not less than 25% of the total cost of the project.

Small Industries Development Organization (SIDO):

SIDO has been the leading business advisory services providers for small and micro-enterprises in the country. For the past 25 years of its existence, it has been the only institution advocating for SME's development in the country. It has a credit channel for SME's lending and savings advisory. SIDO also is engaged in capacity building, training and consultancy to micro-enterprises.

SIDO has its headquarter office in Dar es Salaam. The headquarter does the thinking, planning and overall management as well as procurement and clearance of imports for twenty regional offices. Besides, SIDO has industrial clusters at 16 regional centres, albeit a number of clusters are at the moment not operating. Some of these clusters are well furnished and serviced with all necessary industrial supportive infrastructures.

Centre for Agricultural Mechanisation and Rural Technology (CARMATEC):

CARMATEC is a parastatal organisation under the Ministry of Industries and Trade with its headquarter in Arusha. Its aim is to improve rural life through development, adaptation and implementation of appropriate technologies in the field of agricultural

mechanisation, water supply, building construction and sanitation, rural transport and energy.

CARMATEC carries out applied research to facilitate the designing, adaptation and development of machinery and equipment suitable for use in agricultural sector and rural development. It also aims at developing and manufacturing approved prototypes and components of farm implement, and evaluating their suitability for local use. It also performs tests on all types of machinery and equipments intended for use in agricultural and rural development in the country. It also offers consultancy services on designing, testing and other technical aspects of agricultural mechanisation.

Tanzania Industrial Research and Development Organisation (TIRDO):

TIRDO is a parastatal organization established in 1987 with the purpose of conducting industrial research and offering consultancy services to industries. The core of TIRDO's operations had been to promote technology utilization in economic ventures, encouraging use of indigenous raw materials and designing, fabricating and testing industrial parts using local materials.

TIRDO's main services to industry are in the field of instrumentation, maintenance and repair, chemical analysis, energy management, material and property testing; trouble shooting and advisory services; cleaner production techniques; welding and fabrication and provision of industrial information.

Tanzania Bureau of Standards (TBS):

TBS was established by Act of Parliament in 1975 which was subsequently amended in 1977. It is a specialized parastatal organization servicing in the field of standardization, certification, quality assurance, metrology service and training in standardization and quality control.

It has well equipped laboratories for testing chemicals, materials, food, metrology, textile and leather goods. So far TBS has published more than 500 standards and has issued more than 150 licenses to local manufactures.

Business Registrations and Licensing Agency (BRELA):

BRELA is a semi-autonomous agency in the Ministry of Industry and Trade. It is responsible for business facilitation and regulation. Specifically, BRELA's main functions include registration of companies; registration of business names and registration and granting of patents. Others include overseeing copyrights and neighbouring rights administration as well as business and industrial licensing.

3.3 GROWTH OF INDUSTRIAL SECTOR

In 2006, the industrial sector grew by 8.65%, compared to 9.0 % recorded in the year 2005. Such decrease in growth of this sector resulted from increase in the cost of electricity and fuel used to operate machinery and motor vehicles. These contributed to increase in the cost of production in the industrial sector.

Also contribution of the manufacturing sector to the Gross Domestic Product increased to 9.2% , compared to 9.0% in the year 2005. The increase in contribution of this sector was a result of rise in production of products such as Cement, Drinks, Corrugates Sheets, Steel Bars, Plastic Products, and Textiles.

In 2006, the Export Processing Zones Authority (EPZA) was established. Also, areas earmarked for establishment of such zones include Dar es Salaam, Pwani, Mwanza, Arusha, Kilimanjaro, Morogoro, Lindi, Ruvuma, Kigoma, Tanga, Mtwara, Mara and Kagera.

In the year 2006, the Government continued to implement its policy for development of small and medium enterprises (SME Policy), including empowerment of entrepreneurs. The Government through the Small Industries Development Organization (SIDO), trained 5,478 entrepreneurs and 184 trainers. Also, the organization extended loans amounting Tsh. 2.506 billion to groups of entrepreneurs

3.4 COST OF PRODUCTION IN INDUSTRIAL SECTOR

In 2006, cost of production in the Industrial Sector stood at Tsh. 2,177,611 million, compared to Tsh. 1,957,757 million in 2005, equivalent to an increase of 11.2%. This increase resulted from increase in the cost of electricity and fuel used to operate machinery and motor vehicles. Otherwise, poor infrastructure especially railways and roads continued to contribute to increase in cost of production.

4 PRODUCTION PROCESS AND TECHNOLOGY

4.1 BASIC PROCESS

Processing of maize through dry milling involves physical breaking of maize grains into various fractions and the size of the product determines its use. The main objectives of dry milling are:

- To obtain maximum yield of grits with the least contamination with fat and black specks of the tip cap, to recover as much as possible the endosperm as meal,

- To produce the maximum amount of flour and
- To obtain the maximum amount of oil.

Products from dry milling are maize meal, flour and maize grits. Other by - products are fractions, characterized by various dimensions and sizes which affect composition and utilization. For instance grit fractions ranging from 0.6- 1.2 mm (mesh) are used domestically for many food preparations. In the United State of America whole hominy (with the whole endosperm) are popular and may be cooked in milk or water and served as a vegetable.

Hominy grits (the endosperm broken) are used for hot cereals and for the preparation of ready -to-eat corn cereals. Also the brewing industries use brewers' grits in beer production. Maize meal with fraction of 0.6 -0.2mm is used in meal mixes, making of maize bread and maize muffins. Of recent, it is used for some extruded maize snack products.

Maize flour with fraction size of less than 0.2mm is a valuable ingredient in pancake mixtures, baby foods, cookies and biscuits. It is used for ice cream cones, ready-to-eat cereals, battler bread mixtures and for other baking products. Maize flour can be combined with soy-milk to produce high nutrient products such as corn-soy-milk (CSM) and corn-soy-blend (CSB).

Dry Maize Milling Process

Industrial method of processing maize under dry milling process for maize is shown hereunder

- Whole maize
- Clean
- Conditioning
- Degerminating
- Drying and aspirating
- Grinding
- Purifying and classifying
- Purifying and aspirating
- Drying
- Packaging

Rice from the field is harvested and threshed to produce what is most often called paddy rice or rough rice. Rice is usually harvested at about 18% to 24% moisture and must be dried down to about 12% to 14% so that it can be safely stored. In most developing countries rice is somehow air-dried. The straw and rice can be dried in the field. It is sometimes stacked in a special manner to allow air to pass to through it and cause rain run off quickly. Most often,

the paddy rice is spread on some sort of concrete or pavement and raked over until dry. In some developing countries, you will see rice drying all over the roads during harvest season.

In more developed countries, rice is dried in farm storage bins that have air chambers underneath that force air to pass up through the rice, or rice is dried in large column dryers where the rice makes two to five passes through the dryer in a continuous flow type system. Drying of the rice (including while in the field prior to harvest) is a critical component in regards to quality. Rice that is cracked during drying will have a lower percentage of head yield and will have a poorer quality after cooking.

Milling of the rice involves; removing the trash and then the husk from the rice, milling the bran off of the endosperm (leaving white rice), and then removing broken kernels and other defects. There are many ways that rice can be stored and milled. In much of the world, the rice is milled in very small mills near the farm and stored in the form of milled rice until consumed. Sometimes it is stored as paddy or brown rice and then milled fresh prior to consumption.

The company will use state of the art machinery and equipment in the milling of paddy to produce high quality white rice.

Paddy Milling Process

Processing of paddy observes steps shown below:

- Grain Cleaning.
- Destoning.
- Husking.
- Paddy Separation.
- Milling.
- Broken Removal.
- Sorting.
- Magnets.

Large black sunflower seeds are the ones filled with the greatest quantities of sunflower oil - these oilseed varieties can be approximately 40 - 50% oil by weight. Producers generally press not only the seeds but the entire head of the sunflower so they make sure they will obtain the highest oil yield. Once the sunflower oil is extracted, it is sent for further refining and filtering. Modern oil extraction techniques create a byproduct called pressed sunflower seed cake or meal, which is high in protein and can be for livestock feed.

From the foregoing sunflower oil extraction will generally involve the following stages:

- Pressing
- Refining
- Filtering

4.2 QUALITY CONTROL SYSTEM

Required quality control measures will be pursued to ensure that best quality products are produced to cater for the local as well as export market. The company will consider exploitation of market existing in the neighbouring countries.

4.3 ENVIRONMENT PROTECTION

Our aim is to make this project environment friendly. Appropriate action will be taken to ensure that food processing activities causes no harm to the environment. By taking such measures, we can protect the country's environment in particular and global environment in general.

5 MACHINERY EQUIPMENT AND CIVIL WORKS

5.1 MACHINERY & EQUIPMENT

The company will acquire proper machinery and equipment to be used in maize, paddy and edible oil milling. The technology to be used will be modern to achieve desired effectiveness and efficiency in the manufacturing processes. The company is already negotiating with suppliers of required machinery and equipment for supply of the same once all necessary preparations are completed.

5.2 PLANT LOCATION AND CIVIL WORKS

i. Site and Location

The plant shall be located at plot no 25, block MM, Malangali Area, Sumbawanga Municipality. This location takes into consideration such important factors like availability of reliable power.

ii. Production Building Required

The built up area required for production will be medium sized taking into consideration the kind of operations to be undertaken.

iii. Office Building

An office block to accommodate the administrative and clerical staff will also be required.

5.3 UTILITY SERVICES

iv. Water

A three-inch diameter pipeline to the premises from the main pipeline is adequate. Due to frequent water shortage in various areas in the country, a water reservoir of capacity 5,000 liters is recommended to be constructed.

v. Electricity

The Tanzania Electric Supply Company Ltd. (TANESCO) has no problem in providing the required amount of electricity from the national grid.

**6 RAW MATERIALS AND OTHER PRODUCTION INPUTS:
REQUIREMENTS AND AVAILABILITY**

6.1 MAIZE, PADDY AND SUNFLOWER

As explained earlier, the major raw materials for the project include maize, paddy and sunflower seeds. These inputs are available within Rukwa Region and in other Regions within Tanzania.

6.2 UTILITIES

i. Water

We have explained that water will be supplied to the premises from the main pipeline. Due to frequent water shortage in Dar-es-salaam, a water reservoir of capacity 5,000 has been planned for construction

ii. Power

As said earlier in this report, the source of energy for the proposed project will be electric power.

A standby power generator has also been budgeted for to avoid inconveniences caused by frequent power cuts by TANESCO.

7 MANPOWER AND PLANT ORGANIZATION

The proposed project will have three independent departments, namely:

- Production
- Sales and Marketing
- Administration and Finance

7.1 ORGANIZATION

The Board of Directors of M/s BARKA MILLING CO. LIMITED shall manage the project at policy level. The top most person in the day to day running of the company will be the Managing Director. Under the Chief Executive's office will be the three Departments mentioned above. Each will be under a Manager and will comprise a number of Sections each headed by a Section Head as follows.

PRODUCTION DEPARTMENT

Sections:

- Operations
- Maintenance

SALES AND MARKETING DEPARTMENT

Sections:

- Research & Promotion

- Sales

ADMINISTRATION AND FINANCE DEPARTMENT

Sections:

- Human Resources & Administration
- Finance & Accounts

Each Department will be manned by a number of personnel with varying education levels and work experiences.

The management team of M/s BARKA MILLING CO. LIMITED will comprise the General Manager, Production Manager, Finance & Administration Manager and Sales & Marketing Manager.

7.2 RESPONSIBILITIES

Responsibilities will be as follows:

i. Production Department

The Manager will be responsible for production planning and overseeing daily production activities being carried out. He will further be responsible for repair and maintenance of company assets and research and development activities. The Department will comprise Sections, namely:

- The Production Section which would be responsible for overseeing food processing activities. An expatriate will be employed to train the local technicians in this aspect of operations.
- Maintenance Section which will manage the factory plant and machinery maintenance

ii. Finance and Administration Department

An Administration and Finance Manager will head the Department. He will be responsible for the administration of the company as well as overseeing the financial aspects of the company. An Accountant will manage the finance function while the Human Resources Section Head will oversee company human resource issues. The following important units will be under the Department.

- The personnel and administration unit which will be responsible for the general administrative matters of the company as well as personnel issues.

- The finance unit, which will be responsible for financial issues. It will also be responsible for the proper maintenance of books of accounts and financial planning.
- The purchasing unit which will be responsible for the purchase of raw materials, spare parts and equipment. This section will also be responsible for the receipt, storage and issue of purchased materials.

iii. Sales and Marketing Department

This Department will be headed by the Sales and Marketing Manager who will be responsible for the development of a sustainable sales and distribution network. This will involve developing distribution network and recruitment and training of qualified and well motivated marketing and sales personnel.

There will be two Section Heads under the Department. One Section will be responsible for Research & Promotion and another will handle Sales function.

7.3 MANPOWER REQUIREMENT

The permanent manpower requirement for running the proposed plant is 38, with the breakdown mentioned as shown in attached schedules. Several other employees will be contracted on temporary basis.

7.4 SOURCE OF MANPOWER AND WAGE BILL

Manpower for proposed project will be employed from local sources, except for a few expatriates who would basically be engaged in the training of local staff. The workers will be given on-the-job training for familiarize them with the proposed machinery and equipment.

SALARIES & WAGES

NO.	EMPLOYEE DESIGNATION	NO.	SALARY PER MONTH	SUBTOTAL MONTHLY SALARY	ANNUAL GROSS SALARY
1	Managing Director	1	2,000.00	2,000.00	24,000.00
2	Production and Technical Manager	1	1,500.00	1,500.00	18,000.00
3	Finance and Administration Manager	1	1,500.00	1,500.00	18,000.00
4	Marketing and Sales Manager	1	1,500.00	1,500.00	18,000.00
5	Assistant Accountant	2	1,000.00	2,000.00	24,000.00
6	Marketing officers	2	1,000.00	2,000.00	24,000.00
7	Production Supervisors	2	800.00	1,600.00	19,200.00

8	Machine Operators & Mechanics	12	600.00	7,200.00	86,400.00
9	Secretary	2	600.00	1,200.00	14,400.00
10	Drivers	4	400.00	1,600.00	19,200.00
11	Support Staff	4	300.00	1,200.00	14,400.00
12	Cleaner	2	200.00	400.00	4,800.00
13	Security Guards	4	200.00	800.00	9,600.00
TOTAL USD \$		38	11,600.00	24,500.00	294,000.00

After the initial 2 years, depending on the results of the training, local counter parts will replace the expatriates.

The total wage bill per annum will be US\$ 294,000 as shown in schedule showing wages and salaries.

8. INVESTMENT AND FINANCING

8.1 ASSUMPTIONS

The financial projections to determine the viability of the project by M/s BARKA MILLING CO. LIMITED are based on the following key assumptions:

- Installation of facilities for milling of maize, paddy and edible oils will start immediately. Thereafter production will commence.
- The company market will be local initially with expectation of acquisition of export market in the near future
- Financial calculations are based on current market prices and costs are assumed constant throughout the operating period under review on the assumption that if operation costs change, selling prices will change proportionally to preserve the profit margins.
- The project has adopted the currency exchange rate of United States Dollar 1 = Tanzania Shilling 1,250.00 as prevailing during August 2008.

8.2 SUMMARY OF CAPITAL COSTS

On completion of project implementation, the total investment will reach to US\$ 1.100 million.

8.3 BUILDING AND CIVIL WORKS COSTS

The main civil works required construction of factory buildings in which the machinery will be installed. Other civil works will be partitioning, electrification and water supply, overhead tank installation, etc.

8.4 PLANT MACHINERY AND EQUIPMENT COSTS

The main machinery for the envisaged project will be for the milling of maize, paddy and edible oils. Other supporting equipment, various tool, accessories, etc. will be required as explained earlier

The total investment on machinery and equipment is based on a quotation received from major suppliers for main production machinery and amount to US\$ 500,000 approximately.

8.5 MOTOR VEHICLES

For company work, the promoters intend to procure various vehicles at total cost of US\$ 150,000.

8.6 PRE-PRODUCTION CAPITAL EXPENDITURES

These include project development cost for feasibility study and start-up expenses. A budget of US\$ 50,000 is considered adequate for this item

8.7 INITIAL WORKING CAPITAL

Initial net working capital requirement at maximum for the proposed project works out at about US\$ 200,000. This is mainly for the procurement of initial stocks of raw materials. Rest of the requirement of the working capital will be raised from commercial banks as and when the need arises. This will fluctuate as per stocks in hand.

8.8 FINANCING PATTERN

The financing of the project will be from shareholder's equity as well as loans. The financing of the project will take the following form

	EQUITY(US\$)	LOAN(US\$)
FOREIGN	550,000	550,000
LOCAL	-	-

9 COST OF OPERATIONS

Some of the anticipated costs for operating the project are detailed in the following sections and summarized in attached schedules. The summarized costs are based on the fifth year of operation.

9.1 UTILITIES

A total of US\$ 53,798 will be required as water bills and for the purchase of electric power at sustainable production level.

9.2 VEHICLE RUNNING EXPENSES

Vehicle running expenses include fuel, lubricants, road licenses, etc. The cost has been estimated at US\$ 23,338

9.3 SALARIES AND WAGES

The number of employees, along with their incomes, is shown in attached schedules. The total annual wage package is estimated at US \$ 357,359 including fringe benefits and related taxes

9.4 MARKETING

The marketing costs are estimated at US\$ 26,899 per annum as per attached schedules

9.5 DEPRECIATION

The following is depreciation schedule for major assets to be employed in the project for manufacture of electronic security systems and electrical equipment.

DEPRECIATION	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Land and Buildings	15,000	15,000	15,000	15,000	15,000
Machinery, tools & Equipment	50,000	50,000	50,000	50,000	50,000
Motor Vehicles	15,000	15,000	15,000	15,000	15,000
Furniture & Fixtures	-	-	-	-	-
ANNUAL DEPRECIATION	80,000	80,000	80,000	80,000	80,000

10 FINANCIAL ANALYSIS

10.1 INCOME AND EXPENDITURE

10.1.1 Income

The proposed project by M/s BARKA MILLING CO. LIMITED expects to earn its income through revenue generated by undertaking of maize, paddy and edible oil milling operations. During the fifth year of operation, the total sales are expected to stand at US\$ 853,285.39

10.1.2 Expenditure

Some project costs have been discussed in Chapter 9 and are summarized in detail in attached schedule.

10.2 NET INCOME STATEMENT HIGHLIGHTS

The project's annual after tax net income during the fifth year of production is estimated to reach US\$ 36,012 as presented in the Income Statement of the financial statements appendix.

10.3 CASH FLOW HIGHLIGHTS

This is shown in the financial statements. The project has a positive end of the year cash flow from year 1 of operation to the 5th year as shown hereunder.

1 st Year	183,432.00
2 nd Year	271,036.00
3 rd Year	363,020.00
4 th Year	459,604.00
5 th Year	560,016.00

10.4 BALANCE SHEET

The projected Balance Sheet of the projected is shown in the financial statements under same heading. Net worth of the project increases from US\$ 579,127.00 in the first year of operation to US\$ 724,962.00 in the 5th year.

1 st Year	579,127.00
2 nd Year	611,111.00
3 rd Year	646,093.00
4 th Year	684,224.00
5 th Year	724,962.00

11. ECONOMIC ANALYSIS:

11.1 ASSUMPTIONS AND CONSIDERATIONS

The basic assumptions underlying economic benefits and costs are:

11.1.1 Taxes on capital costs have been considered.

11.1.2 Conversion factors have been used to determine economic costs and benefits.

11.1.3 Economic life of the project is assumed to be 5 years.

11.2 ECONOMIC BENEFITS OF THE PROJECT

The successful operation of the Project will contribute significant economic benefits to Tanzania. In summary the benefits which will be realized are as follows:-

- This project will boost investment in manufacturing sector which is important for the economy, contributing to research and other skills development. It will provide vital support to the manufacturing sector.
- Employment opportunities for at least 38 permanent staff when the project is fully operational.
- The direct income for the workers, combined with other social benefits that the Management of M/s BARKA MILLING CO. LIMITED will provide, will help in overall efforts of alleviation of poverty in the Region.
- Provision of a market for goods and services demanded by expanded tax base to the Treasury and local Government authorities and generation of substantial income to the Government.

12 RECOMMENDATIONS

The project is technically feasible, financially and economically viable and environmental friendly. A fast implementation of the project is highly recommended to avoid cost overruns and for the project to be able to realize the benefits outlined above; especially at this juncture when the Government is making effort to boost investment in various sectors in the economy.

In view of the above it is further strongly recommended that the project be approved by Tanzania Investment Centre and be granted the TIC Certificate of Incentives with its associated privileges and benefits as provided for under Tanzania Investment Act, 1997 to facilitate smooth implementation.

BARKA MILLING CO. LTD

PROJECTED INCOME & EXPENDITURE STATEMENT

	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Sales Revenue	737,665	774,548	813,276	853,939	896,636
Cost of Sales	295,066	309,819	325,310	341,576	358,655
Gross Profit	442,599	464,729	487,965	512,364	537,982
Operating Expenses:					
Administrative Overhead Costs	61,226	64,288	67,502	70,877	74,421
Motor Vehicle running expenses	19,200	20,160	21,168	22,226	23,338
Salaries and wages	147,000	154,350	162,068	170,171	178,679
Depreciation	40,000	40,000	40,000	40,000	40,000
Pension Contribution	29,400	30,870	32,414	34,034	35,736
Marketing Costs	22,130	23,236	24,398	25,618	26,899
Utility costs	44,260	46,473	48,797	51,236	53,798
Insurance	33,000	34,650	36,383	38,202	40,112
Communication	10,327	10,844	11,386	11,955	13,553
Total Expenses	406,543	424,871	444,114	464,320	486,536
Profit before Tax	36,056	39,858	43,851	48,044	51,446
Tax (30%)	10,817	11,958	13,155	14,413	15,434
Profit After Tax	25,239	27,901	30,696	33,631	36,012

BARKA MILLING CO. LTD

PROJECTED BALANCE SHEET

	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
<u>Fixed Assets</u>					
Long-term Assets	800,000	720,000	640,000	560,000	480,000
Depreciation	80,000	80,000	80,000	80,000	80,000
Total Long-term Assets	720,000	640,000	560,000	480,000	400,000
<u>Current Assets</u>					
Cash	183,432	271,036	363,020	459,604	560,017
Accounts Receivable	110,650	116,182	121,991	128,091	134,495
Inventory	188,812	211,347	232,409	251,923	270,113
Total Current Assets	482,894	598,565	717,420	839,618	964,626
Total Assets	1,202,894	1,238,565	1,277,420	1,319,618	1,364,626
<u>Current Liabilities</u>					
Accounts Payable	59,013	61,964	65,062	68,315	71,731
Other Current Liabilities	14,753	15,491	16,266	17,079	17,933
Subtotal Current Liabilities	73,767	77,455	81,328	85,394	89,664
<u>Long-term Liabilities</u>					
Long-term Liabilities	550,000	550,000	550,000	550,000	550,000
Total Liabilities	623,767	627,455	631,328	635,394	639,664
Net Assets	579,127	611,111	646,093	684,224	724,962
<u>Capital and Reserves</u>					
Owner's Equity	550,000	550,000	550,000	550,000	550,000

Proposed Project for Maize, Paddy and Oil Milling- A Feasibility Study Report

Retained Earnings	25,239	53,140	83,836	117,467	153,479
Total Capital	575,239	603,140	633,836	667,467	703,479

BARKA MILLING CO. LTD**PROJECTED CASHFLOW**

	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
CASHFLOW FROM OPERATIONS					
Cash from Operations:					
Cash Sales	627,015	658,366	691,284	725,849	762,141
VAT Receipt	147,533	154,910	162,655	170,788	179,327
Sales of Long-term Assets					
Subtotal Cash Received	774,548	813,276	853,939	896,636	941,468
Expenditures from Operations:					
Purchases	265,559	278,837	292,779	307,418	322,789
Additional Cash Spent	366,543	384,871	404,114	424,320	446,536
VAT payments	59,013	61,964	65,062	68,315	71,731
Subtotal Cash payment	691,116	725,672	761,955	800,053	841,056
CASH FROM OPERATIONS	83,432	87,604	91,984	96,583	100,412
CASH FLOW FROM INVESTMENTS:					
Purchase of Assets	- 800,000				
Working capital requirement	- 200,000				
CASH FLOW FROM INVESTMENTS:	-1,000,000	-	-	-	-
CASH FLOW FROM FINANCING:					
Owners Equity Contribution	550,000				
Loan	550,000				

Proposed Project for Maize, Paddy and Oil Milling- A Feasibility Study Report

CASH FLOW FROM FINANCING	1,100,000	-	-	-	-
NET CASHFLOW FOR PERIOD	183,432	87,604	91,984	96,583	100,412
CASHFLOW AT START OF YEAR	-	183,432	271,036	363,020	459,604
CASHFLOW AT THE END OF YEAR	183,432	271,036	363,020	459,604	560,016

BARKA MILLING LTD
SCHEDULES

SCHEDULE 1

REVENUE PROJECTION

REVENUE	YEARS				
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
SALES	702,000.00	737,100.00	773,955.00	812,652.75	853,285.39
	737,665.00	774,548.25	813,275.66	853,939.45	896,636.42

SCHEDULE 2

OTHER OPERATING COST

OTHER OPERATING COST	YEARS				
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Motor vehicle running expenses	19,200	20,160	21,168	22,226	23,338
Salaries and wages	294,000	308,700	324,135	340,342	357,359
Depreciation	80,000	80,000	80,000	80,000	80,000
Pension Contribution	29,400	30,870	32,414	34,034	35,736
Administrative Overhead Costs	61,226	64,288	67,502	70,877	74,421
Marketing Costs	22,130	23,236	24,398	25,618	26,899
Utility costs	44,260	46,473	48,797	51,236	53,798
Insurance	33,000	34,650	36,383	38,202	40,112
Communication	10,327	10,844	11,386	11,955	12,553
Total costs	593,543	619,221	646,182	674,491	704,215

SCHEDULE 3

COST STRUCTURE

PARTICULAR	AMOUNT USD
Land and Buildings	150,000
Plant, Machinery & Equipment (Generators, pumps)	500,000
Motor Vehicles	150,000
Furniture & Fixtures	0
Pre expenses	50,000
Others	50,000
Working Capital	200,000
TOTAL	1,100,000

FIXED ASSETS SCHEDULE

NAME OF ASSETS	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Land and Buildings	150,000	135,000	120,000	105,000	90,000
Machinery, tools & Equipment	500,000	450,000	400,000	350,000	300,000
Motor Vehicles	150,000	135,000	120,000	105,000	90,000
Furniture & Fixtures	0	-	-	-	-
TOTAL	800,000	720,000	640,000	560,000	480,000
DEPRECIATION	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Land and Buildings	15,000	15,000	15,000	15,000	15,000
Machinery, tools & Equipment	50,000	50,000	50,000	50,000	50,000
Motor Vehicles	15,000	15,000	15,000	15,000	15,000
Furniture & Fixtures	-	-	-	-	-

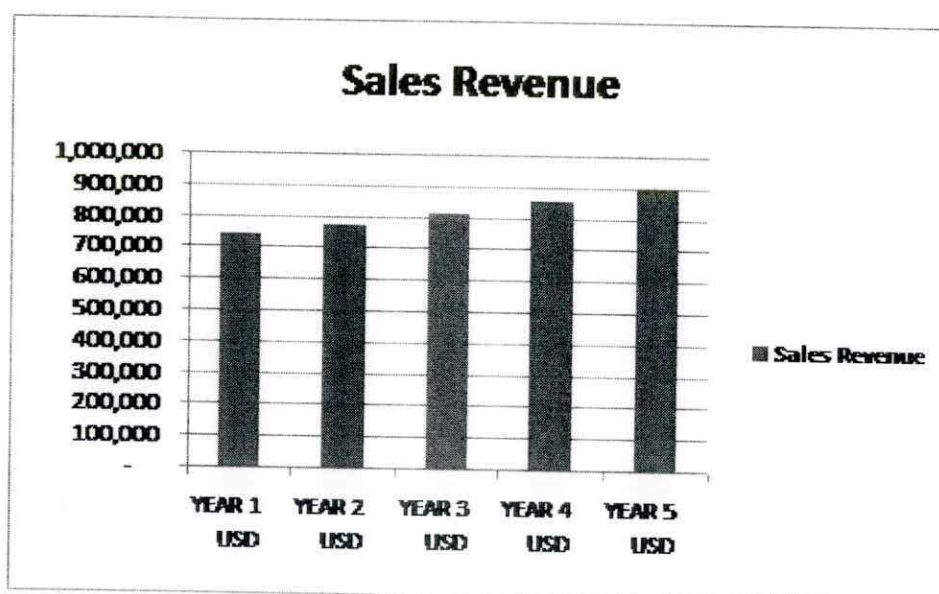
ANNUAL DEPRECIATION CLOSING FIXED ASSETS	80,000	80,000	80,000	80,000	80,000
	720,000	640,000	560,000	480,000	400,000

SCHEDULE 5

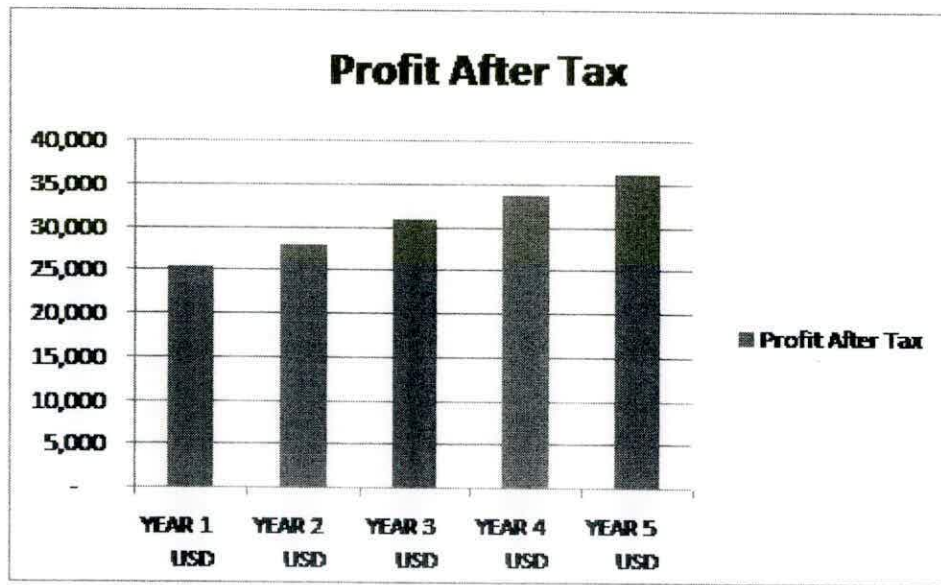
SALARIES & WAGES

NO.	EMPLOYEE DESIGNATION	NO.	SALARY PER MONTH	SUBTOTAL MONTHLY SALARY	ANNUAL GROSS SALARY
1	Managing Director	1	2,000.00	2,000.00	24,000.00
2	Production and Technical Manager	1	1,500.00	1,500.00	18,000.00
3	Finance and Administration Manager	1	1,500.00	1,500.00	18,000.00
4	Marketing and Sales Manager	1	1,500.00	1,500.00	18,000.00
5	Assistant Accountant	2	1,000.00	2,000.00	24,000.00
6	Marketing officers	2	1,000.00	2,000.00	24,000.00
7	Production Supervisors	2	800.00	1,600.00	19,200.00
8	Machine Operators & Mechanics	12	600.00	7,200.00	86,400.00
9	Secretary	2	600.00	1,200.00	14,400.00
10	Drivers	4	400.00	1,600.00	19,200.00
11	Support Staff	4	300.00	1,200.00	14,400.00
12	Cleaner	2	200.00	400.00	4,800.00
13	Security Guards	4	200.00	800.00	9,600.00
TOTAL USD \$		38	11,600.00	24,500.00	294,000.00

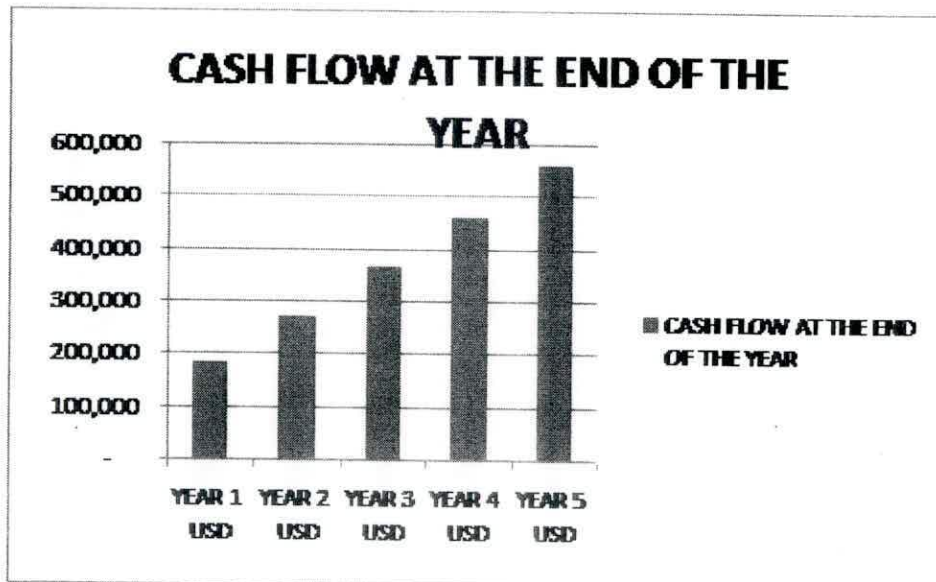
REVENUE PROJECTION					
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Sales Revenue	737,665	774,548	813,276	853,939	896,636



PROFIT PROJECTION					
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Profit After Tax	25,239	27,901	30,696	33,631	36,012



CASH FLOW PROJECTION					
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
CASH FLOW AT THE END OF THE YEAR	183,432	271,036	363,020	459,604	560,016



BARKA MILLING CO. LTD

PROJECT FOR MAIZE, PADDY AND EDIBLE OIL MILLING IN SUMBAWANGA

A BUSINESS PLAN

**Presented by:
Barka Milling Co. Ltd
P.O. Box 38
Sumbawanga.**

November 2008

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1. INTRODUCTION

1.1 FOREWORD

This Project Feasibility Study Report sets out proposals by M/S BARKA MILLING CO. LIMITED of establishing a factory for food processing, including maize, paddy and edible oil milling.

1.2 OBJECTIVES OF THE STUDY

The purpose of this Feasibility Study is to work out the technical and commercial details and the financial viability for the establishment of the above project in Sumbawanga.

1.3 PROJECT PROMOTERS

The following sponsors are promoting the proposed project:

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	% SHARE-HOLDING
Sahran Salim	50	50%
Salim Sahran	25	25%
Hilal Salim	25	25%

The current shareholders of the company have a wealth of experience in similar projects and are keen to exploit such experience to make this project a success.

1.4 STUDY LAYOUT

This study is presented in one document comprising the following major chapters.

Chapter One	-Introduction
Chapter Two	-Executive Summary
Chapter Three	-Manufacturing Sector in Tanzania
Chapter Four	-Production Process and Technology
Chapter Five	-Machinery, Equipment and Civil Works
Chapter Six	-Raw Materials and Other Production Inputs
Chapter Seven	-Manpower and Plant Organization
Chapter Eight	-Investment and Financing
Chapter Nine	-Costs of Operation
Chapter Ten	-Financial Analysis
Chapter Eleven	-Economic Analysis
Chapter Twelve	- Recommendations

2 EXECUTIVE SUMMARY

2.1 INTRODUCTION

The Study examines the possibility of establishing a factory for food processing including maize, paddy and oil milling. A techno-economic evaluation has been carried out to determine the feasibility of establishment of this project.

2.2 CEREAL & EDIBLE OIL PROCESSING

Each type of cereal requires a specific post-harvest treatment, however, there are certain general principles that apply to most of them. Cereals undergo a number of processing stages between harvest and consumption. This chain of processes is often referred to as the total post-harvest system. The post-harvest system can be split into three distinct areas. The first is the preparation of harvested grain for storage. The second, which is referred to as primary processing, involves further treatment of the grain to clean it, remove the husk or reduce the size. The products from primary processing are still not consumable. The third stage (secondary processing) transforms the grains into edible products.

Primary processing involves several different processes, designed to clean, sort and remove the inedible fractions from the grains. Primary processing of cereals includes cleaning, grading, hulling, milling, pounding, Grinding, tempering, parboiling, soaking, drying and sieving.

Secondary processing of cereals (or 'adding value' to cereals) is the utilisation of the primary products (whole grains, flakes or flour) to make more interesting products and add variety to the diet. Secondary processing of cereals includes the following processes: fermentation, baking, puffing, flaking, frying and extrusion.

Puffing: Puffed grains are often used as breakfast cereals or as snack food. During puffing, grains are exposed to a very high steam pressure which causes the grain to burst open. The puffed grains can be further processed by toasting, coating or mixing with other ingredients.

Flaking: Flaked cereals are partially cooked and can be used as quick-cooking or ready to eat foods. The grains are softened by partially cooking in steam. They are then pressed or rolled into flakes which are dried. The flakes are eaten crisp and should have a moisture content of below 7%.

Fermentation: Doughs made from cereal flour can be fermented to make a range of products.

Baking: Doughs and batters made from cereal flours are baked to produce a range of goods.

Extrusion: Extrusion involves heating and forcing food (usually a dough) through a small hole to make strands or other shapes. The extruded shapes then undergo further processing such as frying, boiling or drying.

Projects and small businesses may involve only one or several of the activities in the total chain, from the growing of crops through to the production of edible products. Some small businesses are set up to clean and package wholegrains. These businesses can be successful as there is very little need for equipment. However, as with all businesses, there must be a clear demand for the product.

Normally the oil pressing plant is composed of seeds cleaning & crushing unit, steaming and drying units, pressing unit, conveyor, electrical cabinet box, etc. The oil pressing unit is the main stage, to make the vegetable seeds flake in a hardened cage to squeeze oil content out.

It's complete set of oil pressing equipment, which is automatically operated to save labour and cost. Labour cost relates to the following machines and parts:

Electrical apparatus control, materials feeder, conveyer, screening machine, steaming & frying machine, huller machine, medium boiler etc.

The by-products from the oil press are cake and soap residue. The cake could be used as animal food with our pelleting machines, or source material for the other way of extraction. Soap residue is the source material for laundry soap with soap making machines and washing detergent

2.3 MARKET AND MARKETING ASPECTS

The market survey carried out reveals that there is a huge demand for maize, paddy and edible oil milling facilities in Sumbawanga. There is wide gap between supply and demand and therefore, business opportunity exists for setting up additional processing facilities to satisfy the market requirement.

2.4 PROCESS AND TECHNOLOGY

Processing of maize through dry milling involves physical breaking of maize grains into various fractions and the size of the product determines its use. The main objectives of dry milling are:

- To obtain maximum yield of grits with the least contamination with fat and black specks of the tip cap, to recover as much as possible the endosperm as meal,
- To produce the maximum amount of flour and
- To obtain the maximum amount of oil.

Products from dry milling are maize meal, flour and maize grits. Other by - products are fractions, characterized by various dimensions and sizes which affect composition and utilization. For instance grit fractions ranging from 0.6- 1.2 mm (mesh) are used domestically for many food preparations. In the United State of America whole hominy (with the whole endosperm) are popular and may be cooked in milk or water and served as a vegetable.

Hominy grits (the endosperm broken) are used for hot cereals and for the preparation of ready -to-eat corn cereals. Also the brewing industries use brewers' grits in beer production. Maize meal with fraction of 0.6 -0.2mm is used in meal mixes, making of maize bread and maize muffins. Of recent, it is used for some extruded maize snack products.

Maize flour with fraction size of less than 0.2mm is a valuable ingredient in pancake mixtures, baby foods, cookies and biscuits. It is used for ice cream cones, ready-to-eat cereals, batter bread mixtures and for other baking products. Maize flour can be combined with soy-milk to produce high nutrient products such as corn-soy-milk (CSM) and corn-soy-blend (CSB).

Dry Maize Milling Process

Industrial method of processing maize under dry milling process for maize is shown hereunder

- Whole maize
- Clean
- Conditioning
- Degerminating
- Drying and aspirating
- Grinding
- Purifying and classifying
- Purifying and aspirating
- Drying
- Packaging

Rice from the field is harvested and threshed to produce what is most often called paddy rice or rough rice. Rice is usually harvested at about 18% to 24% moisture and must be dried down to about 12% to 14% so that it can be safely stored. In most developing countries rice is somehow air-dried. The straw and rice can be dried in the field. It is sometimes stacked in a special manner to allow air to pass through it and cause rain run off quickly. Most often, the paddy rice is spread on some sort of concrete or pavement and raked over until dry. In some developing countries, you will see rice drying all over the roads during harvest season.

In more developed countries, rice is dried in farm storage bins that have air chambers underneath that force air to pass up through the rice, or rice is dried in large column dryers where the rice makes two to five passes through the dryer in a continuous flow type system. Drying of the rice (including while in the field prior to harvest) is a critical component in regards to quality. Rice that is cracked during drying will have a lower percentage of head yield and will have a poorer quality after cooking.

Milling of the rice involves; removing the trash and then the husk from the rice, milling the bran off of the endosperm (leaving white rice), and then removing broken kernels and other defects. There are many ways that rice can be stored and milled. In much of the world, the rice is milled in very small mills near the farm and stored in the form of milled rice until consumed. Sometimes it is stored as paddy or brown rice and then milled fresh prior to consumption.

The company will use state of the art machinery and equipment in the milling of paddy to produce high quality white rice.

Paddy Milling Process

Processing of paddy observes steps shown below:

- Grain Cleaning.
- Destoning.
- Husking.
- Paddy Separation.
- Milling.
- Broken Removal.
- Sorting.
- Magnets.

Large black sunflower seeds are the ones filled with the greatest quantities of sunflower oil - these oilseed varieties can be approximately 40 - 50% oil by weight. Producers generally press not only the seeds but the entire head of the sunflower so they make sure they will obtain the highest oil yield. Once the sunflower oil is extracted, it is sent for further refining and filtering. Modern oil extraction techniques create a byproduct called pressed sunflower seed cake or meal, which is high in protein and can be for livestock feed.

From the foregoing sunflower oil extraction will generally involve the following stages:

- Pressing
- Refining
- Filtering

2.5 TRENDS IN AGRICULTURE SECTOR & PRODUCTION INPUTS

Sector Growth

In 2006, the agriculture sector grew by 4.1 percent, compared to 5.1 percent in 2005. The decrease in the growth rate was caused by drought which hit many parts of the country during the 2005/06 rain season which affected production of various food and cash crops and pastures. Growth of the agriculture sub-sectors in 2006 was as follows: fishing 5.0 percent; crops 4.0 percent; livestock 4.1 percent; and forestry and hunting 4.7 percent, compared to 7.3, 5.2, 4.2, and 3.6 percent in 2005 respectively. Contribution of the agriculture sector to GDP decreased from 45.6 percent in 2005 to 44.7 percent in 2006.

Food Crops

In 2006, production of some food crops declined. The crops which recorded significant decline included bananas, cassava and paddy. However, there was an increase in the production of some crops including wheat, millet and beans.

Table : Food Crops Production in 2005 and 2006

Crops	Tonne (000)		
	2005	2006	Changes % 2004/05
Maize	3,131	3,423.025	9.33
Paddy	1,077	805.067	-25.25
Wheat	44	109.531	148.93
Millet	721	941.536	30.59
Cassava	2,851	2,052.767	-28.00
Beans	650	1,049.919	61.53
Banana	2,007	1,169.151	-41.75
Sweet potatoes	1,300	1,396.354	7.41

Source: Ministry of Agriculture, Food Security and Cooperatives

Cash Crops

In 2006, there was an increase in the production of some cash crops, compared to 2005. Crops whose production increased included sugar, tea, coffee and sisal, while the production of cotton, pyrethrum, cashew nut and tobacco decreased.

Table: Cash Crops Production in 2005 and 2006

Crops	Tons ('000)		
	2005	2006	Changes (%) 2005/06
Cotton	378,000	130,565	-65.46
Tobacco	56,500	50,617	-10.41
Sugar	263,317	290,863	10.46
Tea	30,000	31,348	4.49
Pyrethrum	2,500	2,046	-18.16
Coffee	34,334	45,534	32.63
Sisal	27,794	30,847	10.98
Cashew nuts	90,385	88,213	-2.40

Source: Ministry of Agriculture, Food Security and Cooperatives

Investment in Agriculture Sector

In 2006, the number of private investors in the agriculture sector increased to 203, from 169 in 2005, equivalent to an increase of 20.1 percent.

Table: Number of Investors in Agriculture Sector

Year	2001	2002	2003	2004	2005	2006
Number	77	93	115	145	169	203
% Change	-	20.78	23.66	26.08	16.55	20.1

Source: Tanzania Investment Center

2.6 LOCATION

The plant will be located at plot no 25, block MM, Malangali Area, Sumbawanga Municipality. It is expected that production will be carried out in premises to be owned by the company.

2.7 MANPOWER REQUIREMENTS

The whole project will comprise of a total permanent work force of 38 people and several other temporary. Initially there will be a few technical expatriates who will give training to the local staff. Maximum employment will be given to the local work force. The factory will be organized into three major areas namely:

- Production
- Marketing
- Finance and administration

2.8 IMPLEMENTATION

The project is planned to undergo two phases:

Phase I: Major activities to be involved include registration of the project and approvals by the Tanzania Investment Centre (TIC), and mobilization of funds from Sponsors. Other activities include identification of appropriate processing technology, sourcing of machinery and equipment, construction of buildings, staff recruitment and training of core personnel. Processing of maize, paddy and edible oil will commence during this phase.

Phase II: Will involve expansion of food processing operations after acquisition of appropriate technology and capital.

2.9 PROJECT ECONOMICS

2.9.1 Capital Investment Requirements

COST STRUCTURE

PARTICULAR	AMOUNT USD
Land and Buildings	150,000
Plant, Machinery & Equipment (Generators, pumps)	500,000
Motor Vehicles	150,000
Furniture & Fixtures	0
Pre expenses	50,000
Others	50,000
Working Capital	200,000
TOTAL	1,100,000

*US\$ 1 = Tshs 1,250

2.9.2 Expenditure on basic materials and Profitability

The major expenditure item is the purchase maize, paddy, sunflower seeds which are major inputs in production of maize flour, white rice and edible oils undertaken by the company.

Project revenue will accrue from undertaking of milling activities. Based on projected revenue at sustainable levels of production the project is quite profitable.

2.10 RECOMMENDATIONS

The study shows the establishment of food processing facilities outlined is both technically and financially a feasible undertaking. Furthermore, it will create local employment for the national benefit. In view of the findings, the project is recommended for implementation.

3 INDUSTRIAL SECTOR IN TANZANIA

In the end of the 20th century, manufacturing activities in Tanzania have exemplified a steady growth, registering average annual growth of over 4 percent. Nevertheless, manufacturing activities in Tanzania, are relatively small and at an infancy stage. Its contribution to GDP has averaged 8% over the last decade, with most activities concentrated on manufacture of simple consumer goods - food, beverages, tobacco, textiles and furniture and wood allied products. Most of the present industries were established in the light of import substitution strategy, whereas production focused in substituting previously imported goods in view of saving the country's meagre foreign exchange.

The government decision to liberalise trade and investment policies, effected since 1986, witnessed a number of firms even those believed to be as strong, clumping down as they could hardly withstand competition from imported manufactures. A number of measures were taken in view of revamping competitiveness of the local industries and enhancing their penetration into export markets.

The government starting in the early 1990s launched a deliberate programme to restructure and privatise publicly owned enterprises. Out of this programme some sheds of hope are now emerging. The overall utilisation of installed industrial capacities is improving, rising from an average of 20% in 1990 to around 50% at the turn of the 21st Century. Some of the recently privatised industries have undergone intensive rehabilitations - improving their capital structure, production technologies and management and marketing system as well as retrenched workers to match with production levels and improved quality and lower costs of production.

The manufacturing sector is of significant importance in the Tanzania's economy. Up to 1999, the sector employed about 140,000 people or about 48% of total monthly wage earners, making it the largest urban employer. It remains to be the most reliable source of government revenue in terms of import sales, corporate and income taxes. It accounts for over half of government annual revenue collection. Though manufacturing export has been in a declining trend, yet it earns the country a fifth of total foreign exchange earnings to become a third important sector coming after agriculture and tourism. Moreover, it is the industrial sector that provides reliable field to practice invention, innovation and nurturing modern technologies for production and service provision.

3.1 INDUSTRIAL FIRMS IN TANZANIA

- Food, Beverage and Tobacco

The food manufacturing in Tanzania include manufacturing of dairy products, canning and preservicing of fruits and vegetables, canning fish and similar foods, manufacture of animal and vegetable oils, grain milling baking, sugar and confectionery as well as prepared animal feeds. The beverages include the distilling of ethyl alcohol, distilling rectifying and blending of spirits; manufacture of wines, cider and beer. Also included is the production of soft drinks and carbonated waters and the bottling of natural spring and minerals waters. The tobacco subsector comprises manufacturing of cigarettes, tobacco and other tobacco production.

- Textiles, Clothing, Leather and Footwear

Activities undertaken in this category include spinning, weaving, finishing of textiles; the manufacture of made-up textile goods; knitting, manufacture of carpets, rugs, cordage, rope and twines.

For the leather and footwear activities involved include tanneries; leather finishing and manufacturing of products from leather such as luggage, handbags and purposes. The leather sub-sector was the first to be identified for privatisation. Hitherto, all the three large tanneries and two share making factories have been privatised.

- Wood and Wooden Products, excluding Furniture Activities

Accounted in the subsector include sawmills, planning and other wood mills manufacturing goods. Also included in this subsector is the manufacturing of wooden containers, cane products and wooden products.

- Paper and Paper Products

This comprises the manufacturing of pulp, paper, paperboard, fibreboards, light packaging, heavy packaging, stationery and other paper products.

- Chemicals, Petroleum, Rubber and Plastics

The chemical subsector comprise the manufacture of basic industrial chemicals, fertilizers, pesticides, plastic materials and products, medicinal and pharmaceuticals, soap, detergents, perfumes and other cosmetics, paints and other chemical products. While the petroleum subsector comprise of petroleum refineries, fuel oils, lubricating oils and manufacture of asphalt materials. Rubber products produced in the country include tyres and tubes conveyors and fan belts, rubber mats, groves, pipes and tanks,

plastic sheets, kitchenware, furniture and footwear. Production, albeit characterized by peaks and troughs, has remained approximately constant since the early nineties.

- Non-metallic Mineral Products

This includes manufacture of pottery, china and earthenware, glass and glassware products, bricks, tiles, cement, concrete, gypsum and plaster products.

Physical volume of production has been in the up swing since the early nineties and particularly towards the end of the decade following privatisation of the cement mills. Level of employment has similarly been sustained.

- Basic Metal Products

This comprises rolling mills and foundries to produce products such as slabs, bars, sheets, plates, strips, tubes, pipes and rods.

- Fabricated Metals, Machinery and Equipment

This includes manufacture of cutlery, hand tools and general hardware, furniture and fixtures, doors, metal staircases and window frames.

Policies & Regulatory Framework

The future discourse for industrial development in Tanzania is elaborated in the "Sustainable Industrial Development Policy - SIDP". The main purpose of SIDP is to set out a path for industrialising Tanzania so that by the turn of the first quarter of the 21st Century it becomes a semi industrialized country with industry, broadly defined, accounting for over 40% of GDP.

In its approach SIDP embraces the principles of a market-led economy and competitiveness. It points out plainly that industry would only prosper in the hands of increased private sector participation both in decision making and implementation. The government in this aspect has vowed to increasingly provide an environment which is welcoming, attractive, stable and that can encourage private sector investment.

The private sector in its part should take all necessary initiatives to respond and manage challenges of globalisation. Firms are challenged to pursue firm strategies which are geared towards building the necessary capabilities to enable them compete in the world market.

3.2 FACILITATION

There are several institutions rendering support services to the industrial sector. These, among others, include:

National Development Corporation (NDC):

The National Development Corporation is a public institution, was established by an Act of Parliament in 1962. Its primary objectives include:

- To identify and lead the development of projects which have high inherent catalysts to enhance exploration of economic growth potentials in the country;
- To initiate economic projects by itself or in partnership with private sector both local and foreign, so as to facilitate emergency of world class competitive industries and industrial supportive infrastructure; and
- To assist in the creation of a human capital base for improved industrial and economic management for the country.

So far NDC has been mandated by the Government to:

- Co-ordinate and guide implementation of various projects under the Mtwara Development Corridor. These projects, some of them have feasibility studies already completed, are to be implemented under the wider South African Development Community (SADC) Spatial Development Initiatives (SDI). Among others, such

projects include power generation and transmission, transport infrastructure, telecommunications, water supply and management, agriculture, mining, tourism, forestry and fisheries.

- Initiate and to regulate the development of Export Processing Zones and Free Ports in Tanzania, and
- Besides NDC participates in equity financing of projects either initiated by NDC itself or by third parties.

The sponsors of projects seeking either partnership; support or assistance of NDC should take note of the following:

- NDC gives priority to projects with positive impact for the country in terms of value addition, foreign exchange earnings or savings; employment creation; technological advancement and poverty eradication.
- NDC will normally invest in the initial stages of pre-feasibility and feasibility studies. Once the project has proved viability or affordability, NDC can assist either through equity financing, partnership, attracting in other collaborators or loans negotiations.
- NDC can enter into a commercial joint venture partnership with an agreed exit mechanism preferably through (but not limited to) sale of shares in the stock exchange; and
- The support and assistance of NDC could be effected when project promoters have mobilized funding not less than 25% of the total cost of the project.

Small Industries Development Organization (SIDO):

SIDO has been the leading business advisory services providers for small and micro-enterprises in the country. For the past 25 years of its existence, it has been the only institution advocating for SME's development in the country. It has a credit channel for SME's lending and savings advisory. SIDO also is engaged in capacity building, training and consultancy to micro-enterprises.

SIDO has its headquarter office in Dar es Salaam. The headquarter does the thinking, planning and overall management as well as procurement and clearance of imports for twenty regional offices. Besides, SIDO has industrial clusters at 16 regional centres, albeit a number of clusters are at the moment not operating. Some of these clusters are well furnished and serviced with all necessary industrial supportive infrastructures.

Centre for Agricultural Mechanisation and Rural Technology (CARMATEC):

CARMATEC is a parastatal organisation under the Ministry of Industries and Trade with its headquarter in Arusha. Its aim is to improve rural life through development, adaptation and implementation of appropriate technologies in the field of agricultural

mechanisation, water supply, building construction and sanitation, rural transport and energy.

CARMATEC carries out applied research to facilitate the designing, adaptation and development of machinery and equipment suitable for use in agricultural sector and rural development. It also aims at developing and manufacturing approved prototypes and components of farm implement, and evaluating their suitability for local use. It also performs tests on all types of machinery and equipments intended for use in agricultural and rural development in the country. It also offers consultancy services on designing, testing and other technical aspects of agricultural mechanisation.

Tanzania Industrial Research and Development Organisation (TIRDO):

TIRDO is a parastatal organization established in 1987 with the purpose of conducting industrial research and offering consultancy services to industries. The core of TIRDO's operations had been to promote technology utilization in economic ventures, encouraging use of indigenous raw materials and designing, fabricating and testing industrial parts using local materials.

TIRDO's main services to industry are in the field of instrumentation, maintenance and repair, chemical analysis, energy management, material and property testing; trouble shooting and advisory services; cleaner production techniques; welding and fabrication and provision of industrial information.

Tanzania Bureau of Standards (TBS):

TBS was established by Act of Parliament in 1975 which was subsequently amended in 1977. It is a specialized parastatal organization servicing in the field of standardization, certification, quality assurance, metrology service and training in standardization and quality control.

It has well equipped laboratories for testing chemicals, materials, food, metrology, textile and leather goods. So far TBS has published more than 500 standards and has issued more than 150 licenses to local manufactures.

Business Registrations and Licensing Agency (BRELA):

BRELA is a semi-autonomous agency in the Ministry of Industry and Trade. It is responsible for business facilitation and regulation. Specifically, BRELA's main functions include registration of companies; registration of business names and registration and granting of patents. Others include overseeing copyrights and neighbouring rights administration as well as business and industrial licensing.

3.3 GROWTH OF INDUSTRIAL SECTOR

In 2006, the industrial sector grew by 8.65%, compared to 9.0 % recorded in the year 2005. Such decrease in growth of this sector resulted from increase in the cost of electricity and fuel used to operate machinery and motor vehicles. These contributed to increase in the cost of production in the industrial sector.

Also contribution of the manufacturing sector to the Gross Domestic Product increased to 9.2% , compared to 9.0% in the year 2005. The increase in contribution of this sector was a result of rise in production of products such as Cement, Drinks, Corrugates Sheets, Steel Bars, Plastic Products, and Textiles.

In 2006, the Export Processing Zones Authority (EPZA) was established. Also, areas earmarked for establishment of such zones include Dar es Salaam, Pwani, Mwanza, Arusha, Kilimanjaro, Morogoro, Lindi, Ruvuma, Kigoma, Tanga, Mtwara, Mara and Kagera.

In the year 2006, the Government continued to implement its policy for development of small and medium enterprises (SME Policy), including empowerment of entrepreneurs. The Government through the Small Industries Development Organization (SIDO), trained 5,478 entrepreneurs and 184 trainers. Also, the organization extended loans amounting Tsh. 2.506 billion to groups of entrepreneurs

3.4 COST OF PRODUCTION IN INDUSTRIAL SECTOR

In 2006, cost of production in the Industrial Sector stood at Tsh. 2,177,611 million, compared to Tsh. 1,957,757 million in 2005, equivalent to an increase of 11.2%. This increase resulted from increase in the cost of electricity and fuel used to operate machinery and motor vehicles. Otherwise, poor infrastructure especially railways and roads continued to contribute to increase in cost of production.

4 PRODUCTION PROCESS AND TECHNOLOGY

4.1 BASIC PROCESS

Processing of maize through dry milling involves physical breaking of maize grains into various fractions and the size of the product determines its use. The main objectives of dry milling are:

- To obtain maximum yield of grits with the least contamination with fat and black specks of the tip cap, to recover as much as possible the endosperm as meal,

- To produce the maximum amount of flour and
- To obtain the maximum amount of oil.

Products from dry milling are maize meal, flour and maize grits. Other by - products are fractions, characterized by various dimensions and sizes which affect composition and utilization. For instance grit fractions ranging from 0.6- 1.2 mm (mesh) are used domestically for many food preparations. In the United State of America whole hominy (with the whole endosperm) are popular and may be cooked in milk or water and served as a vegetable.

Hominy grits (the endosperm broken) are used for hot cereals and for the preparation of ready -to-eat corn cereals. Also the brewing industries use brewers' grits in beer production. Maize meal with fraction of 0.6 -0.2mm is used in meal mixes, making of maize bread and maize muffins. Of recent, it is used for some extruded maize snack products.

Maize flour with fraction size of less than 0.2mm is a valuable ingredient in pancake mixtures, baby foods, cookies and biscuits. It is used for ice cream cones, ready-to-eat cereals, battler bread mixtures and for other baking products. Maize flour can be combined with soy-milk to produce high nutrient products such as corn-soy-milk (CSM) and corn-soy-blend (CSB).

Dry Maize Milling Process

Industrial method of processing maize under dry milling process for maize is shown hereunder

- Whole maize
- Clean
- Conditioning
- Degerminating
- Drying and aspirating
- Grinding
- Purifying and classifying
- Purifying and aspirating
- Drying
- Packaging

Rice from the field is harvested and threshed to produce what is most often called paddy rice or rough rice. Rice is usually harvested at about 18% to 24% moisture and must be dried down to about 12% to 14% so that it can be safely stored. In most developing countries rice is somehow air-dried. The straw and rice can be dried in the field. It is sometimes stacked in a special manner to allow air to pass to through it and cause rain run off quickly. Most often,

the paddy rice is spread on some sort of concrete or pavement and raked over until dry. In some developing countries, you will see rice drying all over the roads during harvest season.

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Milling of the rice involves; removing the trash and then the husk from the rice, milling the bran off of the endosperm (leaving white rice), and then removing broken kernels and other defects. There are many ways that rice can be stored and milled. In much of the world, the rice is milled in very small mills near the farm and stored in the form of milled rice until consumed. Sometimes it is stored as paddy or brown rice and then milled fresh prior to consumption.

The company will use state of the art machinery and equipment in the milling of paddy to produce high quality white rice.

Paddy Milling Process

Processing of paddy observes steps shown below:

- Grain Cleaning.
- Destoning.
- Husking.
- Paddy Separation.
- Milling.
- Broken Removal.
- Sorting.
- Magnets.

Large black sunflower seeds are the ones filled with the greatest quantities of sunflower oil - these oilseed varieties can be approximately 40 - 50% oil by weight. Producers generally press not only the seeds but the entire head of the sunflower so they make sure they will obtain the highest oil yield. Once the sunflower oil is extracted, it is sent for further refining and filtering. Modern oil extraction techniques create a byproduct called pressed sunflower seed cake or meal, which is high in protein and can be for livestock feed.

From the foregoing sunflower oil extraction will generally involve the following stages:

- Pressing
- Refining
- Filtering

4.2 QUALITY CONTROL SYSTEM

Required quality control measures will be pursued to ensure that best quality products are produced to cater for the local as well as export market. The company will consider exploitation of market existing in the neighbouring countries.

4.3 ENVIRONMENT PROTECTION

Our aim is to make this project environment friendly. Appropriate action will be taken to ensure that food processing activities causes no harm to the environment. By taking such measures, we can protect the country's environment in particular and global environment in general.

5 MACHINERY EQUIPMENT AND CIVIL WORKS

5.1 MACHINERY & EQUIPMENT

The company will acquire proper machinery and equipment to be used in maize, paddy and edible oil milling. The technology to be used will be modern to achieve desired effectiveness and efficiency in the manufacturing processes. The company is already negotiating with suppliers of required machinery and equipment for supply of the same once all necessary preparations are completed.

5.2 PLANT LOCATION AND CIVIL WORKS

i. Site and Location

The plant shall be located at plot no 25, block MM, Malangali Area, Sumbawanga Municipality. This location takes into consideration such important factors like availability of reliable power.

ii. Production Building Required-

The built up area required for production will be medium sized taking into consideration the kind of operations to be undertaken.

iii. Office Building

An office block to accommodate the administrative and clerical staff will also be required.

5.3 UTILITY SERVICES

iv. Water

A three-inch diameter pipeline to the premises from the main pipeline is adequate. Due to frequent water shortage in various areas in the country, a water reservoir of capacity 5,000 liters is recommended to be constructed.

v. Electricity

The Tanzania Electric Supply Company Ltd. (TANESCO) has no problem in providing the required amount of electricity from the national grid.

**6 RAW MATERIALS AND OTHER PRODUCTION INPUTS:
REQUIREMENTS AND AVAILABILITY**

6.1 MAIZE, PADDY AND SUNFLOWER

As explained earlier, the major raw materials for the project include maize, paddy and sunflower seeds. These inputs are available within Rukwa Region and in other Regions within Tanzania.

6.2 UTILITIES

i. Water

We have explained that water will be supplied to the premises from the main pipeline. Due to frequent water shortage in Dar es salaam, a water reservoir of capacity 5,000 has been planned for construction

ii. Power

As said earlier in this report, the source of energy for the proposed project will be electric power.

A standby power generator has also been budgeted for to avoid inconveniences caused by frequent power cuts by TANESCO.

7 MANPOWER AND PLANT ORGANIZATION

The proposed project will have three independent departments, namely:

- Production
- Sales and Marketing
- Administration and Finance

7.1 ORGANIZATION

The Board of Directors of M/s BARKA MILLING CO. LIMITED shall manage the project at policy level. The top most person in the day to day running of the company will be the Managing Director. Under the Chief Executive's office will be the three Departments mentioned above. Each will be under a Manager and will comprise a number of Sections each headed by a Section Head as follows.

PRODUCTION DEPARTMENT

Sections:

- Operations
- Maintenance

SALES AND MARKETING DEPARTMENT

Sections:

- Research & Promotion

- Sales

ADMINISTRATION AND FINANCE DEPARTMENT

Sections:

- Human Resources & Administration
- Finance & Accounts

Each Department will be manned by a number of personnel with varying education levels and work experiences.

The management team of M/s BARKA MILLING CO. LIMITED will comprise the General Manager, Production Manager, Finance & Administration Manager and Sales & Marketing Manager.

7.2 RESPONSIBILITIES

Responsibilities will be as follows:

i. Production Department

The Manager will be responsible for production planning and overseeing daily production activities being carried out. He will further be responsible for repair and maintenance of company assets and research and development activities. The Department will comprise Sections, namely:

- The Production Section which would be responsible for overseeing food processing activities. An expatriate will be employed to train the local technicians in this aspect of operations.
- Maintenance Section which will manage the factory plant and machinery maintenance

ii. Finance and Administration Department

An Administration and Finance Manager will head the Department. He will be responsible for the administration of the company as well as overseeing the financial aspects of the company. An Accountant will manage the finance function while the Human Resources Section Head will oversee company human resource issues. The following important units will be under the Department.

- The personnel and administration unit which will be responsible for the general administrative matters of the company as well as personnel issues.

Proposed Project for Maize, Paddy and Oil Milling- A Feasibility Study Report

- The finance unit, which will be responsible for financial issues. It will also be responsible for the proper maintenance of books of accounts and financial planning.
- The purchasing unit which will be responsible for the purchase of raw materials, spare parts and equipment. This section will also be responsible for the receipt, storage and issue of purchased materials.

iii. Sales and Marketing Department

This Department will be headed by the Sales and Marketing Manager who will be responsible for the development of a sustainable sales and distribution network. This will involve developing distribution network and recruitment and training of qualified and well motivated marketing and sales personnel.

There will be two Section Heads under the Department. One Section will be responsible for Research & Promotion and another will handle Sales function.

7.3 MANPOWER REQUIREMENT

The permanent manpower requirement for running the proposed plant is 38, with the breakdown mentioned as shown in attached schedules. Several other employees will be contracted on temporary basis.

7.4 SOURCE OF MANPOWER AND WAGE BILL

Manpower for proposed project will be employed from local sources, except for a few expatriates who would basically be engaged in the training of local staff. The workers will be given on-the-job training for familiarize them with the proposed machinery and equipment.

SALARIES & WAGES

NO.	EMPLOYEE DESIGNATION	NO.	SALARY PER MONTH	SUBTOTAL MONTHLY SALARY	ANNUAL GROSS SALARY
1	Managing Director	1	2,000.00	2,000.00	24,000.00
2	Production and Technical Manager	1	1,500.00	1,500.00	18,000.00
3	Finance and Administration Manager	1	1,500.00	1,500.00	18,000.00
4	Marketing and Sales Manager	1	1,500.00	1,500.00	18,000.00
5	Assistant Accountant	2	1,000.00	2,000.00	24,000.00
6	Marketing officers	2	1,000.00	2,000.00	24,000.00
7	Production Supervisors	2	800.00	1,600.00	19,200.00

Proposed Project for Maize, Paddy and Oil Milling - A Feasibility Study Report

8	Machine Operators & Mechanics	12	600.00	7,200.00	86,400.00
9	Secretary	2	600.00	1,200.00	14,400.00
10	Drivers	4	400.00	1,600.00	19,200.00
11	Support Staff	4	300.00	1,200.00	14,400.00
12	Cleaner	2	200.00	400.00	4,800.00
13	Security Guards	4	200.00	800.00	9,600.00
TOTAL USD \$		38	11,600.00	24,500.00	294,000.00

After the initial 2 years, depending on the results of the training, local counter parts will replace the expatriates.

The total wage bill per annum will be US\$ 294,000 as shown in schedule showing wages and salaries.

8. INVESTMENT AND FINANCING

8.1 ASSUMPTIONS

The financial projections to determine the viability of the project by M/s BARKA MILLING CO. LIMITED are based on the following key assumptions:

- Installation of facilities for milling of maize, paddy and edible oils will start immediately. Thereafter production will commence.
- The company market will be local initially with expectation of acquisition of export market in the near future
- Financial calculations are based on current market prices and costs are assumed constant throughout the operating period under review on the assumption that if operation costs change, selling prices will change proportionally to preserve the profit margins.
- The project has adopted the currency exchange rate of United States Dollar 1 = Tanzania Shilling 1,250.00 as prevailing during August 2008.

8.2 SUMMARY OF CAPITAL COSTS

On completion of project implementation, the total investment will reach to US\$ 1.100 million.

8.3 BUILDING AND CIVIL WORKS COSTS

The main civil works required construction of factory buildings in which the machinery will be installed. Other civil works will be partitioning, electrification and water supply, overhead tank installation, etc.

8.4 PLANT MACHINERY AND EQUIPMENT COSTS

The main machinery for the envisaged project will be for the milling of maize, paddy and edible oils. Other supporting equipment, various tool, accessories, etc. will be required as explained earlier

The total investment on machinery and equipment is based on a quotation received from major suppliers for main production machinery and amount to US\$ 500,000 approximately.

8.5 MOTOR VEHICLES

For company work, the promoters intend to procure various vehicles at total cost of US\$ 150,000.

8.6 PRE-PRODUCTION CAPITAL EXPENDITURES

These include project development cost for feasibility study and start-up expenses. A budget of US\$ 50,000 is considered adequate for this item

8.7 INITIAL WORKING CAPITAL

Initial net working capital requirement at maximum for the proposed project works out at about US\$ 200,000. This is mainly for the procurement of initial stocks of raw materials. Rest of the requirement of the working capital will be raised from commercial banks as and when the need arises. This will fluctuate as per stocks in hand.

8.8 FINANCING PATTERN

The financing of the project will be from shareholder's equity as well as loans. The financing of the project will take the following form

	EQUITY(US\$)	LOAN(US\$)
FOREIGN	550,000	550,000
LOCAL	-	-

9 COST OF OPERATIONS

Some of the anticipated costs for operating the project are detailed in the following sections and summarized in attached schedules. The summarized costs are based on the fifth year of operation.

9.1 UTILITIES

A total of US\$ 53,798 will be required as water bills and for the purchase of electric power at sustainable production level.

9.2 VEHICLE RUNNING EXPENSES

Vehicle running expenses include fuel, lubricants, road licenses, etc. The cost has been estimated at US\$ 23,338

9.3 SALARIES AND WAGES

The number of employees, along with their incomes, is shown in attached schedules. The total annual wage package is estimated at US \$ 357,359 including fringe benefits and related taxes

9.4 MARKETING

The marketing costs are estimated at US\$ 26,899 per annum as per attached schedules

9.5 DEPRECIATION

The following is depreciation schedule for major assets to be employed in the project for manufacture of electronic security systems and electrical equipment.

DEPRECIATION	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Land and Buildings	15,000	15,000	15,000	15,000	15,000
Machinery, tools & Equipment	50,000	50,000	50,000	50,000	50,000
Motor Vehicles	15,000	15,000	15,000	15,000	15,000
Furniture & Fixtures	-	-	-	-	-
ANNUAL DEPRECIATION	80,000	80,000	80,000	80,000	80,000

10 FINANCIAL ANALYSIS

10.1 INCOME AND EXPENDITURE

10.1.1 Income

The proposed project by M/s BARKA MILLING CO. LIMITED expects to earn its income through revenue generated by undertaking of maize, paddy and edible oil milling operations. During the fifth year of operation, the total sales are expected to stand at US\$ 853,285.39

10.1.2 Expenditure

Some project costs have been discussed in Chapter 9, and are summarized in detail in attached schedule.

10.2 NET INCOME STATEMENT HIGHLIGHTS

The project's annual after tax net income during the fifth year of production is estimated to reach US\$ 36,012 as presented in the Income Statement of the financial statements appendix.

10.3 CASH FLOW HIGHLIGHTS

This is shown in the financial statements. The project has a positive end of the year cash flow from year 1 of operation to the 5th year as shown hereunder.

1 st Year	183,432.00
2 nd Year	271,036.00
3 rd Year	363,020.00
4 th Year	459,604.00
5 th Year	560,016.00

10.4 BALANCE SHEET

The projected Balance Sheet of the projected is shown in the financial statements under same heading. Net worth of the project increases from US\$ 579,127.00 in the first year of operation to US\$ 724,962.00 in the 5th year.

1 st Year	579,127.00
2 nd Year	611,111.00
3 rd Year	646,093.00
4 th Year	684,224.00
5 th Year	724,962.00

11. ECONOMIC ANALYSIS:

11.1 ASSUMPTIONS AND CONSIDERATIONS

The basic assumptions underlying economic benefits and costs are:

11.1.1 Taxes on capital costs have been considered.

11.1.2 Conversion factors have been used to determine economic costs and benefits.

11.1.3 Economic life of the project is assumed to be 5 years.

11.2 ECONOMIC BENEFITS OF THE PROJECT

The successful operation of the Project will contribute significant economic benefits to Tanzania. In summary the benefits which will be realized are as follows:-

- This project will boost investment in manufacturing sector which is important for the economy, contributing to research and other skills development. It will provide vital support to the manufacturing sector.
- Employment opportunities for at least 38 permanent staff when the project is fully operational.
- The direct income for the workers, combined with other social benefits that the Management of M/s BARKA MILLING CO. LIMITED will provide, will help in overall efforts of alleviation of poverty in the Region.
- Provision of a market for goods and services demanded by expanded tax base to the Treasury and local Government authorities and generation of substantial income to the Government.

12 RECOMMENDATIONS

The project is technically feasible, financially and economically viable and environmental friendly. A fast implementation of the project is highly recommended to avoid cost overruns and for the project to be able to realize the benefits outlined above; especially at this juncture when the Government is making effort to boost investment in various sectors in the economy.

In view of the above it is further strongly recommended that the project be approved by Tanzania Investment Centre and be granted the TIC Certificate of Incentives with its associated privileges and benefits as provided for under Tanzania Investment Act, 1997 to facilitate smooth implementation.

BARKA MILLING CO. LTD

PROJECTED INCOME & EXPENDITURE STATEMENT

	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Sales Revenue	737,665	774,548	813,276	853,939	896,636
Cost of Sales	295,066	309,819	325,310	341,576	358,655
Gross Profit	442,599	464,729	487,965	512,364	537,982
Operating Expenses:					
Administrative Overhead Costs	61,226	64,288	67,502	70,877	74,421
Motor Vehicle running expenses	19,200	20,160	21,168	22,226	23,338
Salaries and wages	147,000	154,350	162,068	170,171	178,679
Depreciation	40,000	40,000	40,000	40,000	40,000
Pension Contribution	29,400	30,870	32,414	34,034	35,736
Marketing Costs	22,130	23,236	24,398	25,618	26,899
Utility costs	44,260	46,473	48,797	51,236	53,798
Insurance	33,000	34,650	36,383	38,202	40,112
Communication	10,327	10,844	11,386	11,955	13,553
Total Expenses	406,543	424,871	444,114	464,320	486,536
Profit before Tax	36,056	39,858	43,851	48,044	51,446
Tax (30%)	10,817	11,958	13,155	14,413	15,434
Profit After Tax	25,239	27,901	30,696	33,631	36,012

BARKA MILLING CO. LTD

PROJECTED BALANCE SHEET

	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
<u>Fixed Assets</u>					
Long-term Assets	800,000	720,000	640,000	560,000	480,000
Depreciation	80,000	80,000	80,000	80,000	80,000
Total Long-term Assets	720,000	640,000	560,000	480,000	400,000
<u>Current Assets</u>					
Cash	183,432	271,036	363,020	459,604	560,017
Accounts Receivable	110,650	116,182	121,991	128,091	134,495
Inventory	188,812	211,347	232,409	251,923	270,113
Total Current Assets	482,894	598,565	717,420	839,618	964,626
Total Assets	1,202,894	1,238,565	1,277,420	1,319,618	1,364,626
<u>Current Liabilities</u>					
Accounts Payable	59,013	61,964	65,062	68,315	71,731
Other Current Liabilities	14,753	15,491	16,266	17,079	17,933
Subtotal Current Liabilities	73,767	77,455	81,328	85,394	89,664
<u>Long-term Liabilities</u>					
Long-term Liabilities	550,000	550,000	550,000	550,000	550,000
Total Liabilities	623,767	627,455	631,328	635,394	639,664
Net Assets	579,127	611,111	646,093	684,224	724,962
<u>Capital and Reserves</u>					
Owner's Equity	550,000	550,000	550,000	550,000	550,000

Proposed Project for Maize, Paddy and Oil Milling- A Feasibility Study Report

Retained Earnings	25,239	53,140	83,836	117,467	153,479
Total Capital	575,239	603,140	633,836	667,467	703,479

BARKA MILLING CO. LTD

PROJECTED CASHFLOW

	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
CASHFLOW FROM OPERATIONS					
Cash from Operations:					
Cash Sales	627,015	658,366	691,284	725,849	762,141
VAT Receipt	147,533	154,910	162,655	170,788	179,327
Sales of Long-term Assets					
Subtotal Cash Received	774,548	813,276	853,939	896,636	941,468
Expenditures from Operations:					
Purchases	265,559	278,837	292,779	307,418	322,789
Additional Cash Spent	366,543	384,871	404,114	424,320	446,536
VAT payments	59,013	61,964	65,062	68,315	71,731
Subtotal Cash payment	691,116	725,672	761,955	800,053	841,056
CASH FROM OPERATIONS	83,432	87,604	91,984	96,583	100,412
CASH FLOW FROM INVESTMENTS:					
Purchase of Assets	- 800,000				
Working capital requirement	- 200,000				
CASH FLOW FROM INVESTMENTS:	-1,000,000	-	-	-	-
CASH FLOW FROM FINANCING:					
Owners Equity Contribution	550,000				
Loan	550,000				

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CASH FLOW FROM FINANCING	1,100,000	-	-	-	-
NET CASHFLOW FOR PERIOD	183,432	87,604	91,984	96,583	100,412
CASHFLOW AT START OF YEAR	-	183,432	271,036	363,020	459,604
CASHFLOW AT THE END OF YEAR	183,432	271,036	363,020	459,604	560,016

BARKA MILLING LTD

SCHEDULES

SCHEDULE 1

REVENUE PROJECTION

REVENUE	YEARS				
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
SALES	702,000.00	737,100.00	773,955.00	812,652.75	853,285.39
	737,665.00	774,548.25	813,275.66	853,939.45	896,636.42

SCHEDULE 2

OTHER OPERATING COST

OTHER OPERATING COST	YEARS				
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Motor vehicle running expenses	19,200	20,160	21,168	22,226	23,338
Salaries and wages	294,000	308,700	324,135	340,342	357,359
Depreciation	80,000	80,000	80,000	80,000	80,000
Pension Contribution	29,400	30,870	32,414	34,034	35,736
Administrative Overhead Costs	61,226	64,288	67,502	70,877	74,421
Marketing Costs	22,130	23,236	24,398	25,618	26,899
Utility costs	44,260	46,473	48,797	51,236	53,798
Insurance	33,000	34,650	36,383	38,202	40,112
Communication	10,327	10,844	11,386	11,955	12,553
Total costs	593,543	619,221	646,182	674,491	704,215

SCHEDULE 3

COST STRUCTURE

PARTICULAR	AMOUNT USD
Land and Buildings	150,000
Plant, Machinery & Equipment (Generators, pumps)	500,000
Motor Vehicles	150,000
Furniture & Fixtures	0
Pre expenses	50,000
Others	50,000
Working Capital	200,000
TOTAL	1,100,000

FIXED ASSETS SCHEDULE

NAME OF ASSETS	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Land and Buildings	150,000	135,000	120,000	105,000	90,000
Machinery, tools & Equipment	500,000	450,000	400,000	350,000	300,000
Motor Vehicles	150,000	135,000	120,000	105,000	90,000
Furniture & Fixtures	0	-	-	-	-
TOTAL	800,000	720,000	640,000	560,000	480,000
DEPRECIATION	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Land and Buildings	15,000	15,000	15,000	15,000	15,000
Machinery, tools & Equipment	50,000	50,000	50,000	50,000	50,000
Motor Vehicles	15,000	15,000	15,000	15,000	15,000
Furniture & Fixtures	-	-	-	-	-

Proposed Project for Maize, Paddy and Oil Milling- A Feasibility Study Report

ANNUAL
DEPRECIATION
CLOSING FIXED
ASSETS

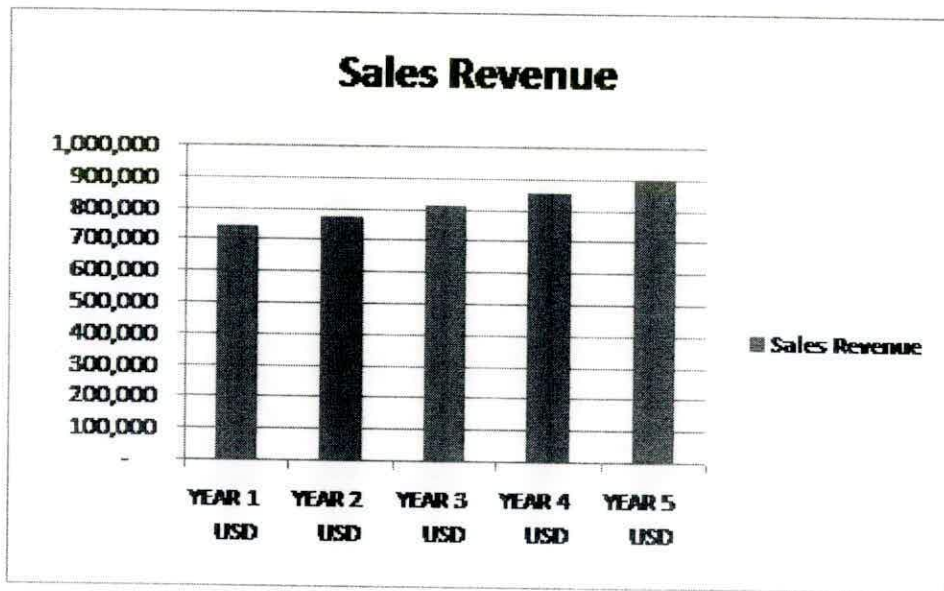
80,000	80,000	80,000	80,000	80,000
720,000	640,000	560,000	480,000	400,000

SCHEDULE 5

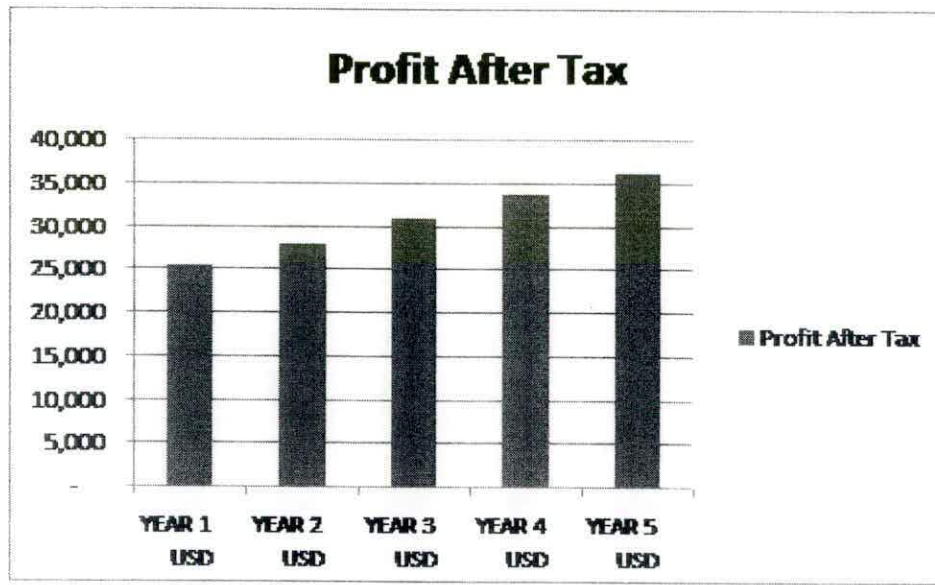
SALARIES & WAGES

NO.	EMPLOYEE DESIGNATION	NO.	SALARY PER MONTH	SUBTOTAL MONTHLY SALARY	ANNUAL GROSS SALARY
1	Managing Director	1	2,000.00	2,000.00	24,000.00
2	Production and Technical Manager	1	1,500.00	1,500.00	18,000.00
3	Finance and Administration Manager	1	1,500.00	1,500.00	18,000.00
4	Marketing and Sales Manager	1	1,500.00	1,500.00	18,000.00
5	Assistant Accountant	2	1,000.00	2,000.00	24,000.00
6	Marketing officers	2	1,000.00	2,000.00	24,000.00
7	Production Supervisors	2	800.00	1,600.00	19,200.00
8	Machine Operators & Mechanics	12	600.00	7,200.00	86,400.00
9	Secretary	2	600.00	1,200.00	14,400.00
10	Drivers	4	400.00	1,600.00	19,200.00
11	Support Staff	4	300.00	1,200.00	14,400.00
12	Cleaner	2	200.00	400.00	4,800.00
13	Security Guards	4	200.00	800.00	9,600.00
TOTAL USD \$		38	11,600.00	24,500.00	294,000.00

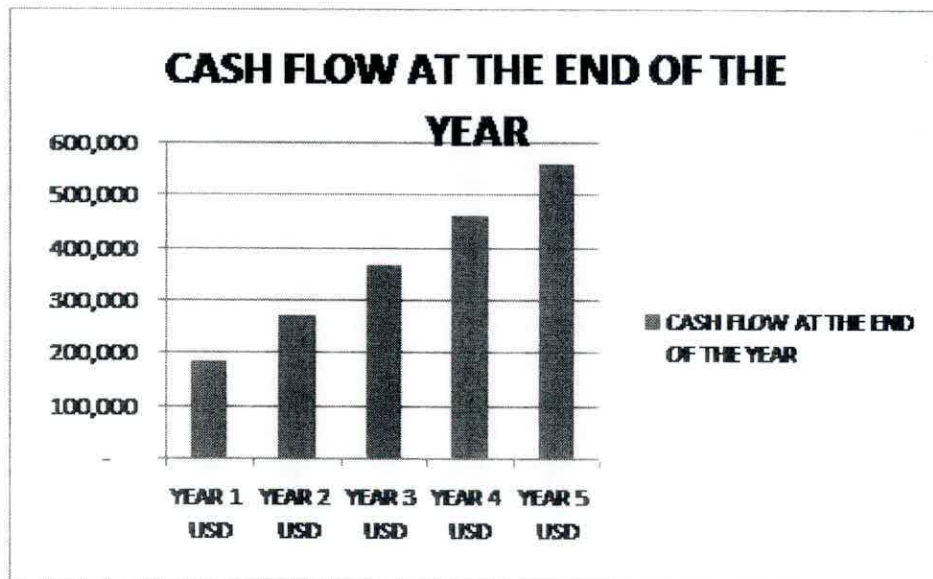
REVENUE PROJECTION					
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Sales Revenue	737,665	774,548	813,276	853,939	896,636



PROFIT PROJECTION					
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Profit After Tax	25,239	27,901	30,696	33,631	36,012



CASH FLOW PROJECTION					
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
CASH FLOW AT THE END OF THE YEAR	183,432	271,036	363,020	459,604	560,016



BARKA MILLING CO. LTD

PROJECT FOR MAIZE, PADDY AND EDIBLE OIL MILLING IN SUMBAWANGA

A BUSINESS PLAN

**Presented by:
Barka Milling Co. Ltd
P.O. Box 38
Sumbawanga.**

November 2008

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1. INTRODUCTION

1.1 FOREWORD

This Project Feasibility Study Report sets out proposals by M/S BARKA MILLING CO. LIMITED of establishing a factory for food processing, including maize, paddy and edible oil milling.

1.2 OBJECTIVES OF THE STUDY

The purpose of this Feasibility Study is to work out the technical and commercial details and the financial viability for the establishment of the above project in Sumbawanga.

1.3 PROJECT PROMOTERS

The following sponsors are promoting the proposed project:

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	% SHARE-HOLDING
Sahran Salim	50	50%
Salim Sahran	25	25%
Hilal Salim	25	25%

The current shareholders of the company have a wealth of experience in similar projects and are keen to exploit such experience to make this project a success.

1.4 STUDY LAYOUT

This study is presented in one document comprising the following major chapters.

Chapter One	-Introduction
Chapter Two	-Executive Summary
Chapter Three	-Manufacturing Sector in Tanzania
Chapter Four	-Production Process and Technology
Chapter Five	-Machinery, Equipment and Civil Works
Chapter Six	-Raw Materials and Other Production Inputs
Chapter Seven	-Manpower and Plant Organization
Chapter Eight	-Investment and Financing
Chapter Nine	-Costs of Operation
Chapter Ten	-Financial Analysis
Chapter Eleven	-Economic Analysis
Chapter Twelve	- Recommendations

2 EXECUTIVE SUMMARY

2.1 INTRODUCTION

The Study examines the possibility of establishing a factory for food processing including maize, paddy and oil milling. A techno-economic evaluation has been carried out to determine the feasibility of establishment of this project.

2.2 CEREAL & EDIBLE OIL PROCESSING

Each type of cereal requires a specific post-harvest treatment, however, there are certain general principles that apply to most of them. Cereals undergo a number of processing stages between harvest and consumption. This chain of processes is often referred to as the total post-harvest system. The post-harvest system can be split into three distinct areas. The first is the preparation of harvested grain for storage. The second, which is referred to as primary processing, involves further treatment of the grain to clean it, remove the husk or reduce the size. The products from primary processing are still not consumable. The third stage (secondary processing) transforms the grains into edible products.

Primary processing involves several different processes, designed to clean, sort and remove the inedible fractions from the grains. Primary processing of cereals includes cleaning, grading, hulling, milling, pounding, Grinding, tempering, parboiling, soaking, drying and sieving.

Secondary processing of cereals (or 'adding value' to cereals) is the utilisation of the primary products (whole grains, flakes or flour) to make more interesting products and add variety to the diet. Secondary processing of cereals includes the following processes: fermentation, baking, puffing, flaking, frying and extrusion.

Puffing: Puffed grains are often used as breakfast cereals or as snack food. During puffing, grains are exposed to a very high steam pressure which causes the grain to burst open. The puffed grains can be further processed by toasting, coating or mixing with other ingredients.

Flaking: Flaked cereals are partially cooked and can be used as quick-cooking or ready to eat foods. The grains are softened by partially cooking in steam. They are then pressed or rolled into flakes which are dried. The flakes are eaten crisp and should have a moisture content of below 7%.

Fermentation: Doughs made from cereal flour can be fermented to make a range of products.

Baking: Doughs and batters made from cereal flours are baked to produce a range of goods.

Extrusion: Extrusion involves heating and forcing food (usually a dough) through a small hole to make strands or other shapes. The extruded shapes then undergo further processing such as frying, boiling or drying.

Projects and small businesses may involve only one or several of the activities in the total chain, from the growing of crops through to the production of edible products. Some small businesses are set up to clean and package wholegrains. These businesses can be successful as there is very little need for equipment. However, as with all businesses, there must be a clear demand for the product.

Normally the oil pressing plant is composed of seeds cleaning & crushing unit, steaming and drying units, pressing unit, conveyor, electrical cabinet box, etc. The oil pressing unit is the main stage, to make the vegetable seeds flake in a hardened cage to squeeze oil content out.

It's complete set of oil pressing equipment, which is automatically operated to save labour and cost. Labour cost relates to the following machines and parts:

Electrical apparatus control, materials feeder, conveyer, screening machine, steaming & frying machine, huller machine, medium boiler etc.

The by-products from the oil press are cake and soap residue. The cake could be used as animal food with our pelleting machines, or source material for the other way of extraction. Soap residue is the source material for laundry soap with soap making machines and washing detergent

2.3 MARKET AND MARKETING ASPECTS

The market survey carried out reveals that there is a huge demand for maize, paddy and edible oil milling facilities in Sumbawanga. There is wide gap between supply and demand and therefore, business opportunity exists for setting up additional processing facilities to satisfy the market requirement.

2.4 PROCESS AND TECHNOLOGY

Processing of maize through dry milling involves physical breaking of maize grains into various fractions and the size of the product determines its use. The main objectives of dry milling are:

- To obtain maximum yield of grits with the least contamination with fat and black specks of the tip cap, to recover as much as possible the endosperm as meal,
- To produce the maximum amount of flour and
- To obtain the maximum amount of oil.

Products from dry milling are maize meal, flour and maize grits. Other by - products are fractions, characterized by various dimensions and sizes which affect composition and utilization. For instance grit fractions ranging from 0.6- 1.2 mm (mesh) are used domestically for many food preparations. In the United State of America whole hominy (with the whole endosperm) are popular and may be cooked in milk or water and served as a vegetable.

Hominy grits (the endosperm broken) are used for hot cereals and for the preparation of ready -to-eat corn cereals. Also the brewing industries use brewers' grits in beer production. Maize meal with fraction of 0.6 -0.2mm is used in meal mixes, making of maize bread and maize muffins. Of recent, it is used for some extruded maize snack products.

Maize flour with fraction size of less than 0.2mm is a valuable ingredient in pancake mixtures, baby foods, cookies and biscuits. It is used for ice cream cones, ready-to-eat cereals, batter bread mixtures and for other baking products. Maize flour can be combined with soy-milk to produce high nutrient products such as corn-soy-milk (CSM) and corn-soy-blend (CSB).

Dry Maize Milling Process

Industrial method of processing maize under dry milling process for maize is shown hereunder

- Whole maize
- Clean
- Conditioning
- Degerminating
- Drying and aspirating
- Grinding
- Purifying and classifying
- Purifying and aspirating
- Drying
- Packaging

Rice from the field is harvested and threshed to produce what is most often called paddy rice or rough rice. Rice is usually harvested at about 18% to 24% moisture and must be dried down to about 12% to 14% so that it can be safely stored. In most developing countries rice is somehow air-dried. The straw and rice can be dried in the field. It is sometimes stacked in a special manner to allow air to pass through it and cause rain run off quickly. Most often, the paddy rice is spread on some sort of concrete or pavement and raked over until dry. In some developing countries, you will see rice drying all over the roads during harvest season.

In more developed countries, rice is dried in farm storage bins that have air chambers underneath that force air to pass up through the rice, or rice is dried in large column dryers where the rice makes two to five passes through the dryer in a continuous flow type system. Drying of the rice (including while in the field prior to harvest) is a critical component in regards to quality. Rice that is cracked during drying will have a lower percentage of head yield and will have a poorer quality after cooking.

Milling of the rice involves; removing the trash and then the husk from the rice, milling the bran off of the endosperm (leaving white rice), and then removing broken kernels and other defects. There are many ways that rice can be stored and milled. In much of the world, the rice is milled in very small mills near the farm and stored in the form of milled rice until consumed. Sometimes it is stored as paddy or brown rice and then milled fresh prior to consumption.

The company will use state of the art machinery and equipment in the milling of paddy to produce high quality white rice.

Paddy Milling Process

Processing of paddy observes steps shown below:

- Grain Cleaning.
- Destoning.
- Husking.
- Paddy Separation.
- Milling.
- Broken Removal.
- Sorting.
- Magnets.

Large black sunflower seeds are the ones filled with the greatest quantities of sunflower oil - these oilseed varieties can be approximately 40 - 50% oil by weight. Producers generally press not only the seeds but the entire head of the sunflower so they make sure they will obtain the highest oil yield. Once the sunflower oil is extracted, it is sent for further refining and filtering. Modern oil extraction techniques create a byproduct called pressed sunflower seed cake or meal, which is high in protein and can be for livestock feed.

From the foregoing sunflower oil extraction will generally involve the following stages:

- Pressing
- Refining
- Filtering

2.5 TRENDS IN AGRICULTURE SECTOR & PRODUCTION INPUTS

Sector Growth

In 2006, the agriculture sector grew by 4.1 percent, compared to 5.1 percent in 2005. The decrease in the growth rate was caused by drought which hit many parts of the country during the 2005/06 rain season which affected production of various food and cash crops and pastures. Growth of the agriculture sub-sectors in 2006 was as follows: fishing 5.0 percent; crops 4.0 percent; livestock 4.1 percent; and forestry and hunting 4.7 percent, compared to 7.3, 5.2, 4.2, and 3.6 percent in 2005 respectively. Contribution of the agriculture sector to GDP decreased from 45.6 percent in 2005 to 44.7 percent in 2006.

Food Crops

In 2006, production of some food crops declined. The crops which recorded significant decline included bananas, cassava and paddy. However, there was an increase in the production of some crops including wheat, millet and beans.

Table : Food Crops Production in 2005 and 2006

Tonne (000)

Crops	2005	2006	Changes % 2004/05
Maize	3,131	3,423.025	9.33
Paddy	1,077	805.067	-25.25
Wheat	44	109.531	148.93
Millet	721	941.536	30.59
Cassava	2,851	2,052.767	-28.00
Beans	650	1,049.919	61.53
Banana	2,007	1,169.151	-41.75
Sweet potatoes	1,300	1,396.354	7.41

Source: Ministry of Agriculture, Food Security and Cooperatives

Cash Crops

In 2006, there was an increase in the production of some cash crops, compared to 2005. Crops whose production increased included sugar, tea, coffee and sisal, while the production of cotton, pyrethrum, cashew nut and tobacco decreased.

Table: Cash Crops Production in 2005 and 2006

Tons ('000)

Crops	2005	2006	Changes (%) 2005/06
Cotton	378,000	130,565	-65.46
Tobacco	56,500	50,617	-10.41
Sugar	263,317	290,863	10.46
Tea	30,000	31,348	4.49
Pyrethrum	2,500	2,046	-18.16
Coffee	34,334	45,534	32.63
Sisal	27,794	30,847	10.98
Cashew nuts	90,385	88,213	-2.40

Source: Ministry of Agriculture, Food Security and Cooperatives

Investment in Agriculture Sector

In 2006, the number of private investors in the agriculture sector increased to 203, from 169 in 2005, equivalent to an increase of 20.1 percent.

Table: Number of Investors in Agriculture Sector

Year	2001	2002	2003	2004	2005	2006
Number	77	93	115	145	169	203
% Change	-	20.78	23.66	26.08	16.55	20.1

Source: Tanzania Investment Center

2.6 LOCATION

The plant will be located at plot no 25, block MM, Malangali Area, Sumbawanga Municipality. It is expected that production will be carried out in premises to be owned by the company.

2.7 MANPOWER REQUIREMENTS

The whole project will comprise of a total permanent work force of 38 people and several other temporary. Initially there will be a few technical expatriates who will give training to the local staff. Maximum employment will be given to the local work force. The factory will be organized into three major areas namely:

- Production
- Marketing
- Finance and administration

2.8 IMPLEMENTATION

The project is planned to undergo two phases:

Phase I: Major activities to be involved include registration of the project and approvals by the Tanzania Investment Centre (TIC), and mobilization of funds from Sponsors. Other activities include identification of appropriate processing technology, sourcing of machinery and equipment, construction of buildings, staff recruitment and training of core personnel. Processing of maize, paddy and edible oil will commence during this phase.

Phase II: Will involve expansion of food processing operations after acquisition of appropriate technology and capital.

2.9 PROJECT ECONOMICS

2.9.1 Capital Investment Requirements

COST STRUCTURE

PARTICULAR	AMOUNT USD
Land and Buildings	150,000
Plant, Machinery & Equipment (Generators, pumps)	500,000
Motor Vehicles	150,000
Furniture & Fixtures	0
Pre expenses	50,000
Others	50,000
Working Capital	200,000
TOTAL	1,100,000

*US\$ 1 = Tshs 1,250

2.9.2 Expenditure on basic materials and Profitability

The major expenditure item is the purchase maize, paddy, sunflower seeds which are major inputs in production of maize flour, white rice and edible oils undertaken by the company.

Project revenue will accrue from undertaking of milling activities. Based on projected revenue at sustainable levels of production the project is quite profitable.

2.10 RECOMMENDATIONS

The study shows the establishment of food processing facilities outlined is both technically and financially a feasible undertaking. Furthermore, it will create local employment for the national benefit. In view of the findings, the project is recommended for implementation.

3 INDUSTRIAL SECTOR IN TANZANIA

In the end of the 20th century, manufacturing activities in Tanzania have exemplified a steady growth, registering average annual growth of over 4 percent. Nevertheless, manufacturing activities in Tanzania, are relatively small and at an infancy stage. Its contribution to GDP has averaged 8% over the last decade, with most activities concentrated on manufacture of simple consumer goods - food, beverages, tobacco, textiles and furniture and wood allied products. Most of the present industries were established in the light of import substitution strategy, whereas production focused in substituting previously imported goods in view of saving the country's meagre foreign exchange.

The government decision to liberalise trade and investment policies, effected since 1986, witnessed a number of firms even those believed to be as strong, clumping down as they could hardly withstand competition from imported manufactures. A number of measures were taken in view of revamping competitiveness of the local industries and enhancing their penetration into export markets.

The government starting in the early 1990s launched a deliberate programme to restructure and privatise publicly owned enterprises. Out of this programme some sheds of hope are now emerging. The overall utilisation of installed industrial capacities is improving, rising from an average of 20% in 1990 to around 50% at the turn of the 21st Century. Some of the recently privatised industries have undergone intensive rehabilitations - improving their capital structure, production technologies and management and marketing system as well as retrenched workers to match with production levels and improved quality and lower costs of production.

The manufacturing sector is of significant importance in the Tanzania's economy. Up to 1999, the sector employed about 140,000 people or about 48% of total monthly wage earners, making it the largest urban employer. It remains to be the most reliable source of government revenue in terms of import sales, corporate and income taxes. It accounts for over half of government annual revenue collection. Though manufacturing export has been in a declining trend, yet it earns the country a fifth of total foreign exchange earnings to become a third important sector coming after agriculture and tourism. Moreover, it is the industrial sector that provides reliable field to practice invention, innovation and nurturing modern technologies for production and service provision.

3.1 INDUSTRIAL FIRMS IN TANZANIA

- Food, Beverage and Tobacco

The food manufacturing in Tanzania include manufacturing of dairy products, canning and preserving of fruits and vegetables, canning fish and similar foods, manufacture of animal and vegetable oils, grain milling baking, sugar and confectionery as well as prepared animal feeds. The beverages include the distilling of ethyl alcohol, distilling rectifying and blending of spirits; manufacture of wines, cider and beer. Also included is the production of soft drinks and carbonated waters and the bottling of natural spring and minerals waters. The tobacco subsector comprises manufacturing of cigarettes, tobacco and other tobacco production.

- Textiles, Clothing, Leather and Footwear

Activities undertaken in this category include spinning, weaving, finishing of textiles; the manufacture of made-up textile goods; knitting, manufacture of carpets, rugs, cordage, rope and twines.

For the leather and footwear activities involved include tanneries; leather finishing and manufacturing of products from leather such as luggage, handbags and purposes. The leather sub-sector was the first to be identified for privatisation. Hitherto, all the three large tanneries and two share making factories have been privatised.

- Wood and Wooden Products, excluding Furniture Activities

Accounted in the subsector include sawmills, planing and other wood mills manufacturing goods. Also included in this subsector is the manufacturing of wooden containers, cane products and wooden products.

- Paper and Paper Products

This comprises the manufacturing of pulp, paper, paperboard, fibreboards, light packaging, heavy packaging, stationery and other paper products.

- Chemicals, Petroleum, Rubber and Plastics

The chemical subsector comprise the manufacture of basic industrial chemicals, fertilizers, pesticides, plastic materials and products, medicinal and pharmaceuticals, soap, detergents, perfumes and other cosmetics, paints and other chemical products. While the petroleum subsector comprise of petroleum refineries, fuel oils, lubricating oils and manufacture of asphalt materials. Rubber products produced in the country include tyres and tubes conveyors and fan belts, rubber mats, groves, pipes and tanks,

plastic sheets, kitchenware, furniture and footwear. Production, albeit characterized by peaks and troughs, has remained approximately constant since the early nineties.

- Non-metallic Mineral Products

This includes manufacture of pottery, china and earthenware, glass and glassware products, bricks, tiles, cement, concrete, gypsum and plaster products.

Physical volume of production has been in the up swing since the early nineties and particularly towards the end of the decade following privatisation of the cement mills. Level of employment has similarly been sustained.

- Basic Metal Products

This comprises rolling mills and foundries to produce products such as slabs, bars, sheets, plates, strips, tubes, pipes and rods.

- Fabricated Metals, Machinery and Equipment

This includes manufacture of cutlery, hand tools and general hardware, furniture and fixtures, doors, metal staircases and window frames.

Policies & Regulatory Framework

The future discourse for industrial development in Tanzania is elaborated in the "Sustainable Industrial Development Policy - SIDP". The main purpose of SIDP is to set out a path for industrialising Tanzania so that by the turn of the first quarter of the 21st Century it becomes a semi industrialized country with industry, broadly defined, accounting for over 40% of GDP.

In its approach SIDP embraces the principles of a market-led economy and competitiveness. It points out plainly that industry would only prosper in the hands of increased private sector participation both in decision making and implementation. The government in this aspect has vowed to increasingly provide an environment which is welcoming, attractive, stable and that can encourage private sector investment.

The private sector in its part should take all necessary initiatives to respond and manage challenges of globalisation. Firms are challenged to pursue firm strategies which are geared towards building the necessary capabilities to enable them compete in the world market.

3.2 FACILITATION

There are several institutions rendering support services to the industrial sector. These, among others, include:

National Development Corporation (NDC):

The National Development Corporation is a public institution, was established by an Act of Parliament in 1962. Its primary objectives include:

- To identify and lead the development of projects which have high inherent catalysts to enhance exploration of economic growth potentials in the country;
- To initiate economic projects by itself or in partnership with private sector both local and foreign, so as to facilitate emergence of world class competitive industries and industrial supportive infrastructure; and
- To assist in the creation of a human capital base for improved industrial and economic management for the country.

So far NDC has been mandated by the Government to:

- Co-ordinate and guide implementation of various projects under the Mtwara Development Corridor. These projects, some of them have feasibility studies already completed, are to be implemented under the wider South African Development Community (SADC) Spatial Development Initiatives (SDI). Among others, such

projects include power generation and transmission, transport infrastructure, telecommunications, water supply and management, agriculture, mining, tourism, forestry and fisheries.

- Initiate and to regulate the development of Export Processing Zones and Free Ports in Tanzania, and
- Besides NDC participates in equity financing of projects either initiated by NDC itself or by third parties.

The sponsors of projects seeking either partnership; support or assistance of NDC should take note of the following:

- NDC gives priority to projects with positive impact for the country in terms of value addition, foreign exchange earnings or savings; employment creation; technological advancement and poverty eradication.
- NDC will normally invest in the initial stages of pre-feasibility and feasibility studies. Once the project has proved viability or affordability, NDC can assist either through equity financing, partnership, attracting in other collaborators or loans negotiations.
- NDC can enter into a commercial joint venture partnership with an agreed exit mechanism preferably through (but not limited to) sale of shares in the stock exchange; and
- The support and assistance of NDC could be effected when project promoters have mobilized funding not less than 25% of the total cost of the project.

Small Industries Development Organization (SIDO):

SIDO has been the leading business advisory services providers for small and micro-enterprises in the country. For the past 25 years of its existence, it has been the only institution advocating for SME's development in the country. It has a credit channel for SME's lending and savings advisory. SIDO also is engaged in capacity building, training and consultancy to micro-enterprises.

SIDO has its headquarter office in Dar es Salaam. The headquarter does the thinking, planning and overall management as well as procurement and clearance of imports for twenty regional offices. Besides, SIDO has industrial clusters at 16 regional centres, albeit a number of clusters are at the moment not operating. Some of these clusters are well furnished and serviced with all necessary industrial supportive infrastructures.

Centre for Agricultural Mechanisation and Rural Technology (CARMATEC):

CARMATEC is a parastatal organisation under the Ministry of Industries and Trade with its headquarter in Arusha. Its aim is to improve rural life through development, adaptation and implementation of appropriate technologies in the field of agricultural

mechanisation, water supply, building construction and sanitation, rural transport and energy.

CARMATEC carries out applied research to facilitate the designing, adaptation and development of machinery and equipment suitable for use in agricultural sector and rural development. It also aims at developing and manufacturing approved prototypes and components of farm implement, and evaluating their suitability for local use. It also performs tests on all types of machinery and equipments intended for use in agricultural and rural development in the country. It also offers consultancy services on designing, testing and other technical aspects of agricultural mechanisation.

Tanzania Industrial Research and Development Organisation (TIRDO):

TIRDO is a parastatal organization established in 1987 with the purpose of conducting industrial research and offering consultancy services to industries. The core of TIRDO's operations had been to promote technology utilization in economic ventures, encouraging use of indigenous raw materials and designing, fabricating and testing industrial parts using local materials.

TIRDO's main services to industry are in the field of instrumentation, maintenance and repair, chemical analysis, energy management, material and property testing; trouble shooting and advisory services; cleaner production techniques; welding and fabrication and provision of industrial information.

Tanzania Bureau of Standards (TBS):

TBS was established by Act of Parliament in 1975 which was subsequently amended in 1977. It is a specialized parastatal organization servicing in the field of standardization, certification, quality assurance, metrology service and training in standardization and quality control.

It has well equipped laboratories for testing chemicals, materials, food, metrology, textile and leather goods. So far TBS has published more than 500 standards and has issued more than 150 licenses to local manufactures.

Business Registrations and Licensing Agency (BRELA):

BRELA is a semi-autonomous agency in the Ministry of Industry and Trade. It is responsible for business facilitation and regulation. Specifically, BRELA's main functions include registration of companies; registration of business names and registration and granting of patents. Others include overseeing copyrights and neighbouring rights administration as well as business and industrial licensing.

3.3 GROWTH OF INDUSTRIAL SECTOR

In 2006, the industrial sector grew by 8.65%, compared to 9.0 % recorded in the year 2005. Such decrease in growth of this sector resulted from increase in the cost of electricity and fuel used to operate machinery and motor vehicles. These contributed to increase in the cost of production in the industrial sector.

Also contribution of the manufacturing sector to the Gross Domestic Product increased to 9.2% , compared to 9.0% in the year 2005. The increase in contribution of this sector was a result of rise in production of products such as Cement, Drinks, Corrugates Sheets, Steel Bars, Plastic Products, and Textiles.

In 2006, the Export Processing Zones Authority (EPZA) was established. Also, areas earmarked for establishment of such zones include Dar es Salaam, Pwani, Mwanza, Arusha, Kilimanjaro, Morogoro, Lindi, Ruvuma, Kigoma, Tanga, Mtwara, Mara and Kagera.

In the year 2006, the Government continued to implement its policy for development of small and medium enterprises (SME Policy), including empowerment of entrepreneurs. The Government through the Small Industries Development Organization (SIDO), trained 5,478 entrepreneurs and 184 trainers. Also, the organization extended loans amounting Tsh. 2.506 billion to groups of entrepreneurs

3.4 COST OF PRODUCTION IN INDUSTRIAL SECTOR

In 2006, cost of production in the Industrial Sector stood at Tsh. 2,177,611 million, compared to Tsh. 1,957,757 million in 2005, equivalent to an increase of 11.2%. This increase resulted from increase in the cost of electricity and fuel used to operate machinery and motor vehicles. Otherwise, poor infrastructure especially railways and roads continued to contribute to increase in cost of production.

4 PRODUCTION PROCESS AND TECHNOLOGY

4.1 BASIC PROCESS

Processing of maize through dry milling involves physical breaking of maize grains into various fractions and the size of the product determines its use. The main objectives of dry milling are:

- To obtain maximum yield of grits with the least contamination with fat and black specks of the tip cap, to recover as much as possible the endosperm as meal,

- To produce the maximum amount of flour and
- To obtain the maximum amount of oil.

Products from dry milling are maize meal, flour and maize grits. Other by - products are fractions, characterized by various dimensions and sizes which affect composition and utilization. For instance grit fractions ranging from 0.6- 1.2 mm (mesh) are used domestically for many food preparations. In the United State of America whole hominy (with the whole endosperm) are popular and may be cooked in milk or water and served as a vegetable.

Hominy grits (the endosperm broken) are used for hot cereals and for the preparation of ready -to-eat corn cereals. Also the brewing industries use brewers' grits in beer production. Maize meal with fraction of 0.6 -0.2mm is used in meal mixes, making of maize bread and maize muffins. Of recent, it is used for some extruded maize snack products.

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Dry Maize Milling Process

Industrial method of processing maize under dry milling process for maize is shown hereunder

- Whole maize
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- Drying and aspirating
- Grinding
- Purifying and classifying
- Purifying and aspirating
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Rice from the field is harvested and threshed to produce what is most often called paddy rice or rough rice. Rice is usually harvested at about 18% to 24% moisture and must be dried down to about 12% to 14% so that it can be safely stored. In most developing countries rice is somehow air-dried. The straw and rice can be dried in the field. It is sometimes stacked in a special manner to allow air to pass to through it and cause rain run off quickly. Most often,

the paddy rice is spread on some sort of concrete or pavement and raked over until dry. In some developing countries, you will see rice drying all over the roads during harvest season.

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The company will use state of the art machinery and equipment in the milling of paddy to produce high quality white rice.

Paddy Milling Process

Processing of paddy observes steps shown below:

- Grain Cleaning.
- Destoning.
- Husking.
- Paddy Separation.
- Milling.
- Broken Removal.
- Sorting.
- Magnets.

Large black sunflower seeds are the ones filled with the greatest quantities of sunflower oil - these oilseed varieties can be approximately 40 - 50% oil by weight. Producers generally press not only the seeds but the entire head of the sunflower so they make sure they will obtain the highest oil yield. Once the sunflower oil is extracted, it is sent for further refining and filtering. Modern oil extraction techniques create a byproduct called pressed sunflower seed cake or meal, which is high in protein and can be for livestock feed.

From the foregoing sunflower oil extraction will generally involve the following stages:

- Pressing
- Refining
- Filtering

4.2 QUALITY CONTROL SYSTEM

Required quality control measures will be pursued to ensure that best quality products are produced to cater for the local as well as export market. The company will consider exploitation of market existing in the neighbouring countries.

4.3 ENVIRONMENT PROTECTION

Our aim is to make this project environment friendly. Appropriate action will be taken to ensure that food processing activities causes no harm to the environment. By taking such measures, we can protect the country's environment in particular and global environment in general.

5 MACHINERY EQUIPMENT AND CIVIL WORKS

5.1 MACHINERY & EQUIPMENT

The company will acquire proper machinery and equipment to be used in maize, paddy and edible oil milling. The technology to be used will be modern to achieve desired effectiveness and efficiency in the manufacturing processes. The company is already negotiating with suppliers of required machinery and equipment for supply of the same once all necessary preparations are completed.

5.2 PLANT LOCATION AND CIVIL WORKS

i. Site and Location

The plant shall be located at plot no 25, block MM, Malangali Area, Sumbawanga Municipality. This location takes into consideration such important factors like availability of reliable power.

ii. Production Building Required

The built up area required for production will be medium sized taking into consideration the kind of operations to be undertaken.

iii. Office Building

An office block to accommodate the administrative and clerical staff will also be required.

5.3 UTILITY SERVICES

iv. Water

A three-inch diameter pipeline to the premises from the main pipeline is adequate. Due to frequent water shortage in various areas in the country, a water reservoir of capacity 5,000 liters is recommended to be constructed.

v. Electricity

The Tanzania Electric Supply Company Ltd. (TANESCO) has no problem in providing the required amount of electricity from the national grid.

**6 RAW MATERIALS AND OTHER PRODUCTION INPUTS:
REQUIREMENTS AND AVAILABILITY**

6.1 MAIZE, PADDY AND SUNFLOWER

As explained earlier, the major raw materials for the project include maize, paddy and sunflower seeds. These inputs are available within Rukwa Region and in other Regions within Tanzania.

6.2 UTILITIES

i. Water

We have explained that water will be supplied to the premises from the main pipeline. Due to frequent water shortage in Dar es salaam, a water reservoir of capacity 5,000 has been planned for construction

ii. Power

As said earlier in this report, the source of energy for the proposed project will be electric power.

A standby power generator has also been budgeted for to avoid inconveniences caused by frequent power cuts by TANESCO.

7 MANPOWER AND PLANT ORGANIZATION

The proposed project will have three independent departments, namely:

- Production
- Sales and Marketing
- Administration and Finance

7.1 ORGANIZATION

The Board of Directors of M/s BARKA MILLING CO. LIMITED shall manage the project at policy level. The top most person in the day to day running of the company will be the Managing Director. Under the Chief Executive's office will be the three Departments mentioned above. Each will be under a Manager and will comprise a number of Sections each headed by a Section Head as follows.

PRODUCTION DEPARTMENT

Sections:

- Operations
- Maintenance

SALES AND MARKETING DEPARTMENT

Sections:

- Research & Promotion

- Sales

ADMINISTRATION AND FINANCE DEPARTMENT

Sections:

- Human Resources & Administration
- Finance & Accounts

Each Department will be manned by a number of personnel with varying education levels and work experiences.

The management team of M/s BARKA MILLING CO. LIMITED will comprise the General Manager, Production Manager, Finance & Administration Manager and Sales & Marketing Manager.

7.2 RESPONSIBILITIES

Responsibilities will be as follows:

i. Production Department

The Manager will be responsible for production planning and overseeing daily production activities being carried out. He will further be responsible for repair and maintenance of company assets and research and development activities. The Department will comprise Sections, namely:

- The Production Section which would be responsible for overseeing food processing activities. An expatriate will be employed to train the local technicians in this aspect of operations.
- Maintenance Section which will manage the factory plant and machinery maintenance

ii. Finance and Administration Department

An Administration and Finance Manager will head the Department. He will be responsible for the administration of the company as well as overseeing the financial aspects of the company. An Accountant will manage the finance function while the Human Resources Section Head will oversee company human resource issues. The following important units will be under the Department.

- The personnel and administration unit which will be responsible for the general administrative matters of the company as well as personnel issues.

- The finance unit, which will be responsible for financial issues. It will also be responsible for the proper maintenance of books of accounts and financial planning.
- The purchasing unit which will be responsible for the purchase of raw materials, spare parts and equipment. This section will also be responsible for the receipt, storage and issue of purchased materials.

iii. Sales and Marketing Department

This Department will be headed by the Sales and Marketing Manager who will be responsible for the development of a sustainable sales and distribution network. This will involve developing distribution network and recruitment and training of qualified and well motivated marketing and sales personnel.

There will be two Section Heads under the Department. One Section will be responsible for Research & Promotion and another will handle Sales function.

7.3 MANPOWER REQUIREMENT

The permanent manpower requirement for running the proposed plant is 38, with the breakdown mentioned as shown in attached schedules. Several other employees will be contracted on temporary basis.

7.4 SOURCE OF MANPOWER AND WAGE BILL

Manpower for proposed project will be employed from local sources, except for a few expatriates who would basically be engaged in the training of local staff. The workers will be given on-the-job training for familiarize them with the proposed machinery and equipment.

SALARIES & WAGES

NO.	EMPLOYEE DESIGNATION	NO.	SALARY PER MONTH	SUBTOTAL MONTHLY SALARY	ANNUAL GROSS SALARY
1	Managing Director	1	2,000.00	2,000.00	24,000.00
2	Production and Technical Manager	1	1,500.00	1,500.00	18,000.00
3	Finance and Administration Manager	1	1,500.00	1,500.00	18,000.00
4	Marketing and Sales Manager	1	1,500.00	1,500.00	18,000.00
5	Assistant Accountant	2	1,000.00	2,000.00	24,000.00
6	Marketing officers	2	1,000.00	2,000.00	24,000.00
7	Production Supervisors	2	800.00	1,600.00	19,200.00

8	Machine Operators & Mechanics	12	600.00	7,200.00	86,400.00
9	Secretary	2	600.00	1,200.00	14,400.00
10	Drivers	4	400.00	1,600.00	19,200.00
11	Support Staff	4	300.00	1,200.00	14,400.00
12	Cleaner	2	200.00	400.00	4,800.00
13	Security Guards	4	200.00	800.00	9,600.00
TOTAL USD \$		38	11,600.00	24,500.00	294,000.00

After the initial 2 years, depending on the results of the training, local counter parts will replace the expatriates.

The total wage bill per annum will be US\$ 294,000 as shown in schedule showing wages and salaries.

8. INVESTMENT AND FINANCING

8.1 ASSUMPTIONS

The financial projections to determine the viability of the project by M/s BARKA MILLING CO. LIMITED are based on the following key assumptions:

- Installation of facilities for milling of maize, paddy and edible oils will start immediately. Thereafter production will commence.
- The company market will be local initially with expectation of acquisition of export market in the near future
- Financial calculations are based on current market prices and costs are assumed constant throughout the operating period under review on the assumption that if operation costs change, selling prices will change proportionally to preserve the profit margins.
- The project has adopted the currency exchange rate of United States Dollar 1 = Tanzania Shilling 1,250.00 as prevailing during August 2008.

8.2 SUMMARY OF CAPITAL COSTS

On completion of project implementation, the total investment will reach to US\$ 1.100 million.

8.3 BUILDING AND CIVIL WORKS COSTS

The main civil works required construction of factory buildings in which the machinery will be installed. Other civil works will be partitioning, electrification and water supply, overhead tank installation, etc.

8.4 PLANT MACHINERY AND EQUIPMENT COSTS

The main machinery for the envisaged project will be for the milling of maize, paddy and edible oils. Other supporting equipment, various tool, accessories, etc. will be required as explained earlier

The total investment on machinery and equipment is based on a quotation received from major suppliers for main production machinery and amount to US\$ 500,000 approximately.

8.5 MOTOR VEHICLES

For company work, the promoters intend to procure various vehicles at total cost of US\$ 150,000.

8.6 PRE-PRODUCTION CAPITAL EXPENDITURES

These include project development cost for feasibility study and start-up expenses. A budget of US\$ 50,000 is considered adequate for this item

8.7 INITIAL WORKING CAPITAL

Initial net working capital requirement at maximum for the proposed project works out at about US\$ 200,000. This is mainly for the procurement of initial stocks of raw materials. Rest of the requirement of the working capital will be raised from commercial banks as and when the need arises. This will fluctuate as per stocks in hand.

8.8 FINANCING PATTERN

The financing of the project will be from shareholder's equity as well as loans. The financing of the project will take the following form

	EQUITY(US\$)	LOAN(US\$)
FOREIGN	550,000	550,000
LOCAL	-	-

9 COST OF OPERATIONS

Some of the anticipated costs for operating the project are detailed in the following sections and summarized in attached schedules. The summarized costs are based on the fifth year of operation.

9.1 UTILITIES

A total of US\$ 53,798 will be required as water bills and for the purchase of electric power at sustainable production level.

9.2 VEHICLE RUNNING EXPENSES

Vehicle running expenses include fuel, lubricants, road licenses, etc. The cost has been estimated at US\$ 23,338

9.3 SALARIES AND WAGES

The number of employees, along with their incomes, is shown in attached schedules. The total annual wage package is estimated at US \$ 357,359 including fringe benefits and related taxes

9.4 MARKETING

The marketing costs are estimated at US\$ 26,899 per annum as per attached schedules

9.5 DEPRECIATION

The following is depreciation schedule for major assets to be employed in the project for manufacture of electronic security systems and electrical equipment.

DEPRECIATION	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Land and Buildings	15,000	15,000	15,000	15,000	15,000
Machinery, tools & Equipment	50,000	50,000	50,000	50,000	50,000
Motor Vehicles	15,000	15,000	15,000	15,000	15,000
Furniture & Fixtures	-	-	-	-	-
ANNUAL DEPRECIATION	80,000	80,000	80,000	80,000	80,000

10 FINANCIAL ANALYSIS

10.1 INCOME AND EXPENDITURE

10.1.1 Income

The proposed project by M/s BARKA MILLING CO. LIMITED expects to earn its income through revenue generated by undertaking of maize, paddy and edible oil milling operations. During the fifth year of operation, the total sales are expected to stand at US\$ 853,285.39

10.1.2 Expenditure

Some project costs have been discussed in Chapter 9 and are summarized in detail in attached schedule.

10.2 NET INCOME STATEMENT HIGHLIGHTS

The project's annual after tax net income during the fifth year of production is estimated to reach US\$ 36,012 as presented in the Income Statement of the financial statements appendix.

10.3 CASH FLOW HIGHLIGHTS

This is shown in the financial statements. The project has a positive end of the year cash flow from year 1 of operation to the 5th year as shown hereunder.

1 st Year	183,432.00
2 nd Year	271,036.00
3 rd Year	363,020.00
4 th Year	459,604.00
5 th Year	560,016.00

10.4 BALANCE SHEET

The projected Balance Sheet of the projected is shown in the financial statements under same heading. Net worth of the project increases from US\$ 579,127.00 in the first year of operation to US\$ 724,962.00 in the 5th year.

1 st Year	579,127.00
2 nd Year	611,111.00
3 rd Year	646,093.00
4 th Year	684,224.00
5 th Year	724,962.00

11. ECONOMIC ANALYSIS:

11.1 ASSUMPTIONS AND CONSIDERATIONS

The basic assumptions underlying economic benefits and costs are:

11.1.1 Taxes on capital costs have been considered.

11.1.2 Conversion factors have been used to determine economic costs and benefits.

11.1.3 Economic life of the project is assumed to be 5 years.

11.2 ECONOMIC BENEFITS OF THE PROJECT

The successful operation of the Project will contribute significant economic benefits to Tanzania. In summary the benefits which will be realized are as follows:-

- This project will boost investment in manufacturing sector which is important for the economy, contributing to research and other skills development. It will provide vital support to the manufacturing sector.
- Employment opportunities for at least 38 permanent staff when the project is fully operational.
- The direct income for the workers, combined with other social benefits that the Management of M/s BARKA MILLING CO. LIMITED will provide, will help in overall efforts of alleviation of poverty in the Region.
- Provision of a market for goods and services demanded by expanded tax base to the Treasury and local Government authorities and generation of substantial income to the Government.

12 RECOMMENDATIONS

The project is technically feasible, financially and economically viable and environmental friendly. A fast implementation of the project is highly recommended to avoid cost overruns and for the project to be able to realize the benefits outlined above; especially at this juncture when the Government is making effort to boost investment in various sectors in the economy.

In view of the above it is further strongly recommended that the project be approved by Tanzania Investment Centre and be granted the TIC Certificate of Incentives with its associated privileges and benefits as provided for under Tanzania Investment Act, 1997 to facilitate smooth implementation.

BARKA MILLING CO. LTD

PROJECTED INCOME & EXPENDITURE STATEMENT

	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Sales Revenue	737,665	774,548	813,276	853,939	896,636
Cost of Sales	295,066	309,819	325,310	341,576	358,655
Gross Profit	442,599	464,729	487,965	512,364	537,982
Operating Expenses:					
Administrative Overhead Costs	61,226	64,288	67,502	70,877	74,421
Motor Vehicle running expenses	19,200	20,160	21,168	22,226	23,338
Salaries and wages	147,000	154,350	162,068	170,171	178,679
Depreciation	40,000	40,000	40,000	40,000	40,000
Pension Contribution	29,400	30,870	32,414	34,034	35,736
Marketing Costs	22,130	23,236	24,398	25,618	26,899
Utility costs	44,260	46,473	48,797	51,236	53,798
Insurance	33,000	34,650	36,383	38,202	40,112
Communication	10,327	10,844	11,386	11,955	13,553
Total Expenses	406,543	424,871	444,114	464,320	486,536
Profit before Tax	36,056	39,858	43,851	48,044	51,446
Tax (30%)	10,817	11,958	13,155	14,413	15,434
Profit After Tax	25,239	27,901	30,696	33,631	36,012

BARKA MILLING CO. LTD

PROJECTED BALANCE SHEET

	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
<u>Fixed Assets</u>					
Long-term Assets	800,000	720,000	640,000	560,000	480,000
Depreciation	80,000	80,000	80,000	80,000	80,000
Total Long-term Assets	720,000	640,000	560,000	480,000	400,000
<u>Current Assets</u>					
Cash	183,432	271,036	363,020	459,604	560,017
Accounts Receivable	110,650	116,182	121,991	128,091	134,495
Inventory	188,812	211,347	232,409	251,923	270,113
Total Current Assets	482,894	598,565	717,420	839,618	964,626
Total Assets	1,202,894	1,238,565	1,277,420	1,319,618	1,364,626
<u>Current Liabilities</u>					
Accounts Payable	59,013	61,964	65,062	68,315	71,731
Other Current Liabilities	14,753	15,491	16,266	17,079	17,933
Subtotal Current Liabilities	73,767	77,455	81,328	85,394	89,664
<u>Long-term Liabilities</u>					
Long-term Liabilities	550,000	550,000	550,000	550,000	550,000
Total Liabilities	623,767	627,455	631,328	635,394	639,664
Net Assets	579,127	611,111	646,093	684,224	724,962
<u>Capital and Reserves</u>					
Owner's Equity	550,000	550,000	550,000	550,000	550,000

Retained Earnings	25,239	53,140	83,836	117,467	153,479
Total Capital	575,239	603,140	633,836	667,467	703,479

BARKA MILLING CO. LTD

PROJECTED CASHFLOW

	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
CASHFLOW FROM OPERATIONS					
Cash from Operations:					
Cash Sales	627,015	658,366	691,284	725,849	762,141
VAT Receipt	147,533	154,910	162,655	170,788	179,327
Sales of Long-term Assets					
Subtotal Cash Received	774,548	813,276	853,939	896,636	941,468
Expenditures from Operations:					
Purchases	265,559	278,837	292,779	307,418	322,789
Additional Cash Spent	366,543	384,871	404,114	424,320	446,536
VAT payments	59,013	61,964	65,062	68,315	71,731
Subtotal Cash payment	691,116	725,672	761,955	800,053	841,056
CASH FROM OPERATIONS	83,432	87,604	91,984	96,583	100,412
CASH FLOW FROM INVESTMENTS:					
Purchase of Assets	- 800,000				
Working capital requirement	- 200,000				
CASH FLOW FROM INVESTMENTS:	-1,000,000	-	-	-	-
CASH FLOW FROM FINANCING:					
Owners Equity Contribution	550,000				
Loan	550,000				

Proposed Project for Maize, Paddy and Oil Milling- A Feasibility Study Report

CASH FLOW FROM FINANCING	1,100,000	-	-	-	-
NET CASHFLOW FOR PERIOD	183,432	87,604	91,984	96,583	100,412
CASHFLOW AT START OF YEAR	-	183,432	271,036	363,020	459,604
CASHFLOW AT THE END OF YEAR	183,432	271,036	363,020	459,604	560,016

BARKA MILLING LTD

SCHEDULES

SCHEDULE 1

REVENUE PROJECTION

REVENUE	YEARS				
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
SALES	702,000.00	737,100.00	773,955.00	812,652.75	853,285.39
	737,665.00	774,548.25	813,275.66	853,939.45	896,636.42

SCHEDULE 2

OTHER OPERATING COST

OTHER OPERATING COST	YEARS				
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Motor vehicle running expenses	19,200	20,160	21,168	22,226	23,338
Salaries and wages	294,000	308,700	324,135	340,342	357,359
Depreciation	80,000	80,000	80,000	80,000	80,000
Pension Contribution	29,400	30,870	32,414	34,034	35,736
Administrative Overhead Costs	61,226	64,288	67,502	70,877	74,421
Marketing Costs	22,130	23,236	24,398	25,618	26,899
Utility costs	44,260	46,473	48,797	51,236	53,798
Insurance	33,000	34,650	36,383	38,202	40,112
Communication	10,327	10,844	11,386	11,955	12,553
Total costs	593,543	619,221	646,182	674,491	704,215

SCHEDULE 3

COST STRUCTURE

PARTICULAR	AMOUNT USD
Land and Buildings	150,000
Plant, Machinery & Equipment (Generators, pumps)	500,000
Motor Vehicles	150,000
Furniture & Fixtures	0
Pre expenses	50,000
Others	50,000
Working Capital	200,000
TOTAL	1,100,000

FIXED ASSETS SCHEDULE

NAME OF ASSETS	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Land and Buildings	150,000	135,000	120,000	105,000	90,000
Machinery, tools & Equipment	500,000	450,000	400,000	350,000	300,000
Motor Vehicles	150,000	135,000	120,000	105,000	90,000
Furniture & Fixtures	0	-	-	-	-
TOTAL	800,000	720,000	640,000	560,000	480,000
DEPRECIATION	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Land and Buildings	15,000	15,000	15,000	15,000	15,000
Machinery, tools & Equipment	50,000	50,000	50,000	50,000	50,000
Motor Vehicles	15,000	15,000	15,000	15,000	15,000
Furniture & Fixtures	-	-	-	-	-

**ANNUAL
DEPRECIATION
CLOSING FIXED
ASSETS**

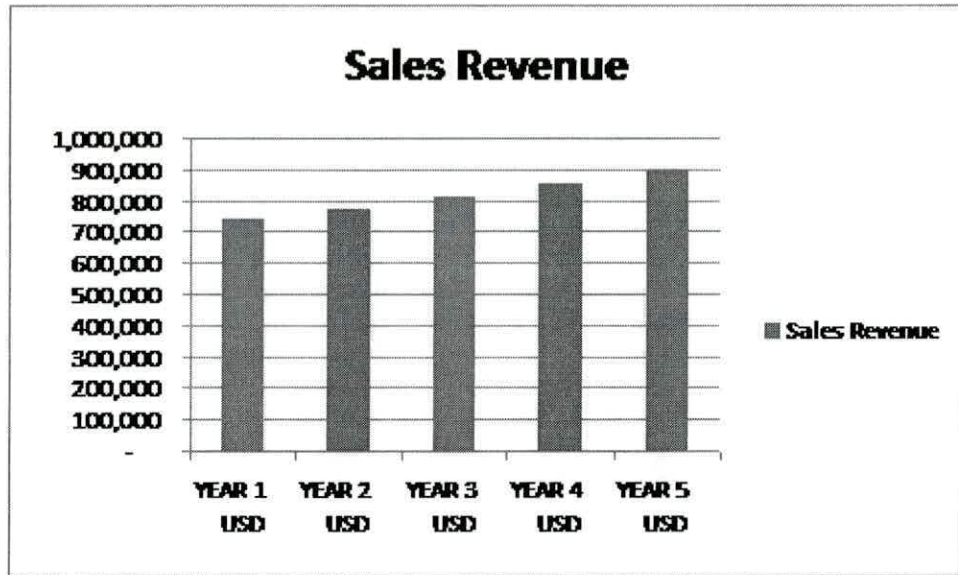
80,000	80,000	80,000	80,000	80,000
720,000	640,000	560,000	480,000	400,000

SCHEDULE 5

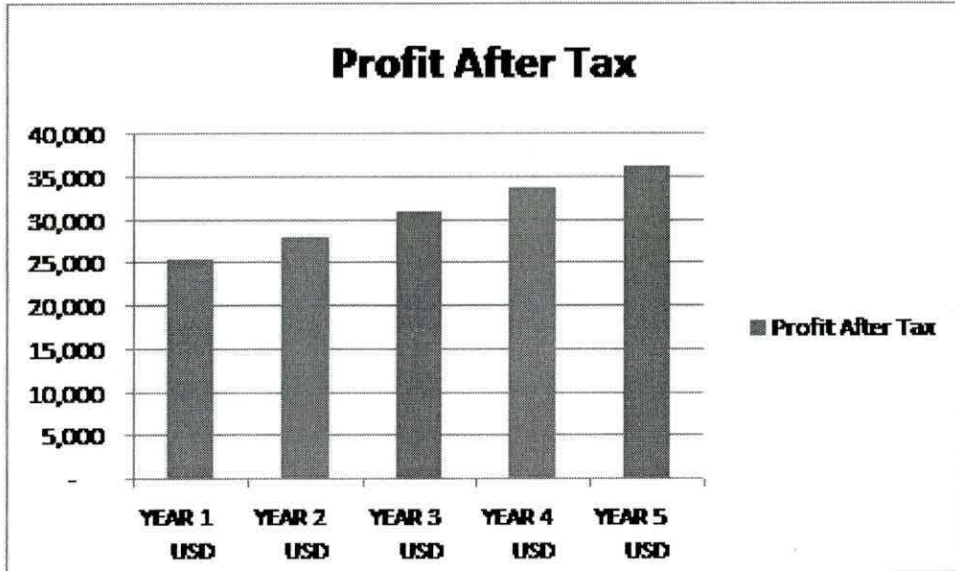
SALARIES & WAGES

NO.	EMPLOYEE DESIGNATION	NO.	SALARY PER MONTH	SUBTOTAL MONTHLY SALARY	ANNUAL GROSS SALARY
1	Managing Director	1	2,000.00	2,000.00	24,000.00
2	Production and Technical Manager	1	1,500.00	1,500.00	18,000.00
3	Finance and Administration Manager	1	1,500.00	1,500.00	18,000.00
4	Marketing and Sales Manager	1	1,500.00	1,500.00	18,000.00
5	Assistant Accountant	2	1,000.00	2,000.00	24,000.00
6	Marketing officers	2	1,000.00	2,000.00	24,000.00
7	Production Supervisors	2	800.00	1,600.00	19,200.00
8	Machine Operators & Mechanics	12	600.00	7,200.00	86,400.00
9	Secretary	2	600.00	1,200.00	14,400.00
10	Drivers	4	400.00	1,600.00	19,200.00
11	Support Staff	4	300.00	1,200.00	14,400.00
12	Cleaner	2	200.00	400.00	4,800.00
13	Security Guards	4	200.00	800.00	9,600.00
TOTAL USD \$		38	11,600.00	24,500.00	294,000.00

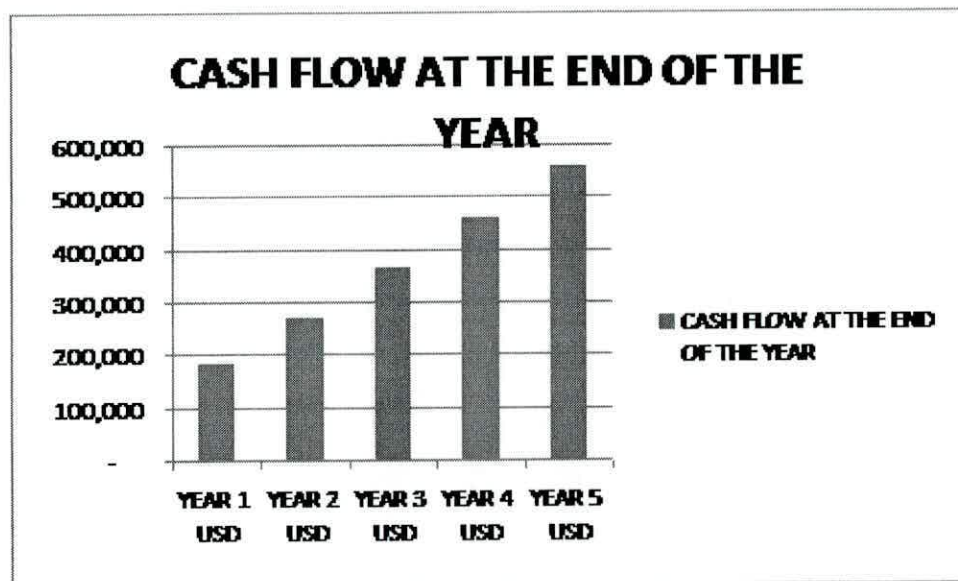
REVENUE PROJECTION					
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Sales Revenue	737,665	774,548	813,276	853,939	896,636



PROFIT PROJECTION					
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
Profit After Tax	25,239	27,901	30,696	33,631	36,012



CASH FLOW PROJECTION					
	YEAR 1 USD	YEAR 2 USD	YEAR 3 USD	YEAR 4 USD	YEAR 5 USD
CASH FLOW AT THE END OF THE YEAR	183,432	271,036	363,020	459,604	560,016





TANZANIA INVESTMENT CENTRE

REGISTRATION FORM

FOR

CERTIFICATE OF INCENTIVES

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

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

(Please fill the form in duplicate)

UNITED REPUBLIC OF TANZANIA

THE TANZANIA INVESTMENT ACT

(No. 26 of 1997)

APPLICATION FOR REGISTRATION

(Made under Regulation 42)

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

1. I/We SARKHAN SALIM
(director/directors/agent of BARAKA MILLING CO. LTD
(name of business enterprise) apply for registration of CERTIFICATE OF INCENTIVES
under Section 17 of the Act and Part IV of the Investment Regulations, 2002.
2. The registered office of the company will be situated at Plot No. 25, Block
MM, MALANGALI AREA, SUMBALANGA

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 SEE (2) ABOVE
4. The Principal Officers of the Company are (i) SARKHAN SALIM
(ii) HIKAL SALIM
(iii) SALIM SARKHAN
5. Auditors of the Company are
6. The authorized share capital of the Company is Tshs./US\$ 300,000,000/=

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 1,100,000

8. The month and day of the financial year end is DEC 31ST

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

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

I, SARHAN SALIM of Post Office Number 38

SUMBALANGA do solemnly and sincerely declare that I am a director/duly authorized agent of BAKKA MILLING CO. LTD

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

Declared at Dar es Salaam }
The 28TH day of November 2008 }

Sarhan Salim
Applicant

Before me:



.....
Commissioner for Oaths

APPLICATION SUMMARY

Company Name: BARKA MILLING Co. LTD

Certificate of Incorporation Number: 68650 Status: NEU

Certificate of Incorporation Date: 21/11/2008

Post Box: 38

Town: SUMBALANGA

Sector: MANUFACTURING Sub-Sector: FOOD PROCESSING

Investment Financing Plan in ~~Million~~ US\$/Tsh

Foreign Equity	Local Equity	Foreign Loan	Local Loan
<u>550,000</u>	<u>—</u>	<u>550,000</u>	<u>—</u>

Project Objectives: TO ESTABLISH A PROJECT FOR FOOD PROCESSING INCLUDING MAIZE, PADDY AND EDIBLE OIL MILLING IN SUMBALANGA

Capacity:

Employment: Foreign: 5 Local: 38 Total: 43

Implementation Period: 5 YEARS

Project Location

Site/Plot/Block No.: PLOT NO 25 BLOCK MM

Street: MALANGALI District: SUMBALANGA Region: KUCWA
 (Attach sketch map showing project location)

Shareholders	Nationality	%
<u>SARHAN SALIM</u>	<u>OMANI</u>	<u>50</u>
<u>SALIM SARHAN</u>	<u>OMANI</u>	<u>25</u>
<u>HILAL SALIM</u>	<u>OMANI</u>	<u>25</u>
.....
.....

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

Land/Building 150,000
Plant 500,000
Vehicles 150,000
Furniture & Fittings -
Pre-expenses 50,000
Others 50,000
Working Capital 200,000
TOTAL 1,100,000

Contact Details:

Name: ... SARHAN SALIM Title: ... MANAGING DIRECTOR
Telephone: ... 0785046532 Fax:
Email: sarhansalim@yahoo.com
SARHAN SALIM@YAHOO.COM

Payments to be made payable to:

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

SKETCH MAP SHOWING PROJECT LOCATION





BARKA MILLING CO. LIMITED


EXTRACT FROM A MEETING OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF

BARKA MILLING CO. LIMITED

AT A DULY CONVENED AND CONSTITUTED MEETING OF THE BOARD OF DIRECTORS BARKA MILLING CO. LIMITED HELD AT THE REGISTERED OFFICES OF THE COMPANY ON THE 24th DAY OF NOVEMBER 2008, THE FOLLOWING RESOLUTIONS WERE PASSED:

1. THAT US\$ 550,000.00 BE CONTRIBUTED BY THE SHAREHOLDERS TO FINANCE ESTABLISHMENT OF A PROJECT FOR FOOD PROCESSING.THE BALANCE AMOUNTING US\$ 550,000.00 BE RAISED THROUGH BANK LOANS
2. THAT MR. SARHAN SALIM BE THE PRINCIPAL OFFICER TO OVERSEE IMPLEMENTATION OF THE PROJECT.
3. THAT THE PROJECT BE REGISTERED WITH TANZANIA INVESTMENT CENTRE SO AS TO ENJOY FULLY INVESTMENT INCENTIVES, BENEFITS AND PROTECTION AS STATUTORILY PROVIDED FOR UNDER TANZANIA INVESTMENT ACT, 1997.

CERTIFIED TRUE EXTRACT
(By order of the Board)



CHAIRMAN



SECRETARY



FINANCE BANK

MPULUNGU

November 21, 2008

Dear Sir/Madam

TO WHOM IT MAY CONCERN: Mr. Sarhan Salim Barwani

This note serves to introduce Mr Sarhan Salim Barwani.
The bearer is our customer, the owner and Managing Director of

1. Great Lake Products, Kwacha Account average monthly turnover **K1.4Billion**
2. Great Lake Products, Dollar Account average monthly turnover **\$250.00**

Mr.Sarhan Salim Barwani is a sober man. His experience in business has earned a lot of successes to his company, and has enabled his company enjoy overdraft facility of over K1.4Billion.

Please, assist him in any way possible.

Kindly, note that this information is supplied to you without any liability being extended to the Officer giving it or the company.

Yours truly,

For and on behalf of Finance Bank Zambia Ltd

Ngulube William
Branch Manager

HEAD OFFICE:

Finance Bank Zambia Limited (Registered Commercial Bank)
Chanik House, Cairo Road, Lusaka, Zambia
P.o. Box 37102, Lusaka, 10101

Tel: (+260) 21 1229733-40
Fax: (+260) 21 1227290/1227544
SWIFT: ZFBAZMLU
www.financebank.co.zm

DIRECTORS: Chairman: Dr. R. L. Mahtani, D. M. King (Managing), B. Curtis, J. Craven (Mrs), M. Schultz (Mrs), P. Chamunda, T. M. D. Meine (OGDS), W. B. Kumwenda,
W. R. Ntenda SC, B. Ali (Deputy Managing - Alternate)

TANZANIA



Certificate of Incorporation

Section 15

No 68650

I HEREBY CERTIFY THAT

BARKA MILLING CO. 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 **21ST** day of **NOVEMBER**

TWO THOUSAND AND EIGHT

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

Asst. Registrar of Companies



No 00215328

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 041611

This is to certify that

BARKA MILLING CO. LIMITED

of address P.O. BOX 38

SUMBAWANGA

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

BARKA MILLING CO. LIMITED

Which is located at PLOT NO. 25, BLOCK 'MM', MALANGALI STREET

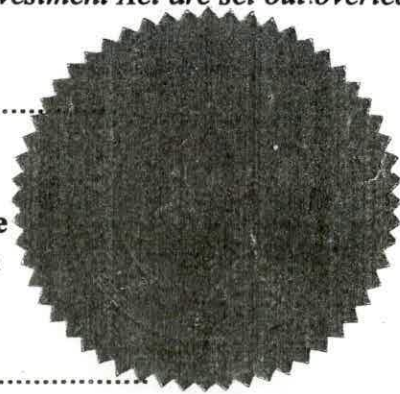
SUMBAWANGA MUNICIPALITY

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

Executive Director

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

Dated 29th JANUARY 2009



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

1. Shareholders
Sarhan Salim Omani 50
Salim Sarhan Omani 25
Hilal Salim Omani 25
2. Proposed Activities: To establish facilities for food processing including
maize, rice and edible oil milling
3. Sector: Manufacturing Subsector: Food processing
4. Investment cost: Foreign USD 1.1 m. Local - Total USD 1.1 m.
5. Project Financing:
Equity USD 0.55 m. Loans USD 0.55 m. Total USD 1.1 m.
6. Source, terms and conditions of loan.....
7. Assets to be invested:
Capital items: Foreign Local Total
USD 1.1 m. - USD 1.1 m.
8. Technology Agreement None
9. Date of TIC Registration: 17th December 2008
10. Implementation period December 2008 - November 2011
11. Operative date December 2011
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
(i) Applicable Import Duty And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997
(ii) Applicable with-holding Tax As per Income Tax Act, 2004 (as amended)
(iii) Eligibility of Capital Allowances As per Income Tax Act, 2004 (as amended)
13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.
14. Conditions attached to this Certificate of Incentives
(i) Date of Commencement of investment has to be notified to the Centre.
(ii) Certificate not to be transferred, assigned or amended
(iii) Failure to commence implementation within two years invalidates Certificate
(iv) Failure to operate investment must be notified to the Centre
(v) Changes in shareholding, project activities and level of invested capital must be notified to the centre
15. Additional conditions attached to Certificate
Finished goods are not allowed under this certificate.

Signed
Executive Director

4

LEASE AGREEMENT

(Made under the Rent Restriction Act, 1984)

This Agreement is made this 2ND Day of JANUARY 2009



BETWEEN

BURUAN INVESTMENT CO. LTD of P.O Box **SUMBAWANGA**
(hereinafter referred to as "**the Lessor**") of the one part;

AND

BARKA MILLING CO. LTD of P.O Box 38, SUMBAWANGA (hereinafter referred to as "**the Lessee**")

- A. **WHEREAS** the **Lessor** is the lawful owner of the property located at Plot No. 25 "MM", Malangali Street, in the Sumbawanga Municipal (hereinafter referred to as the demised premises) and desires to lease part of this said premises to the **Lessee**,
- B. **WHEREAS** the **Lessee** has presented himself to the **Lessor** as having the capacity, desire, intention and is willing to lease the said premises upon the terms and conditions hereinafter set forth.

NOW THEREFORE:

It is hereby agreed by and between the parties hereto as follows:-

1. This Agreement shall be valid for a period of 5 (Five) calendar years.
2. The **Lessor** shall make available to the **Lessee** for exclusive use, the office room in the demised premises for keeping of equipments at a consideration of **Tshs 500,000/=** per month, which shall be payable quarterly in advance for a periodic tenancy of 5 calendar years.
3. The **Lessor** shall raise, before the beginning of every quarter, invoices for the charges payable by **Lessee** and the lessee shall make the payment due through Account Payee cheque.
4. The **Lessor** further agrees to permit the **Lessee** to peaceful enjoyment of the demised premises during the duration of the lease and that at any time whenever the need arises, the **Lessee** shall

have access to their equipment kept in the said premises for purpose of maintenance verification and up keeping of the same.

- 5. The **Lessee** undertakes to bear all the maintenance costs together with insurance coverage of the equipments that will be kept in the demised premises.
- 6. It is hereby agreed that, the parties hereto shall respectively reserve the right to terminate this Agreement before its expiration date but this must be done upon issuance of a 6 months notice and or compensation by the terminating party. Of any amount equivalent to the monthly charges of the demised premises.

IN WITNESS WHEREOF, the parties hereto have hereunder set and subscribed there respective hands on this Agreement as follows:

SIGNED and DELIVERED

at Dar es salaam by the said
Said **BURUAN INVESTMENT CO. LTD**
This^{2ND} day of^{JANUARY} 2009


.....
LESSOR

Name:
Signature:
Postal Address:
Qualification:



Compta

SIGNED and DELIVERED

at Dar es salaam by the
Said **BARKA MILLING CO. LTD**
This^{2ND} day of^{JANUARY} 2009


.....
LESSEE

Name:
Signature:
Postal Address:
Qualification:



Compta

04161L

4

MHURI YA MUUNGANO WA TANZANIA
THE UNITED REPUBLIC OF TANZANIA
TAKABADHI YA SERIKALI
EXCHEQUER RECEIPT

30324547 1

TFN. 614 (Rev. 8.94)

IMEPOKEA KWA
received from

BARAKA MINING CO. LTD

UMLA YA SHILINGI (Kwa maneno)
The Sum of Shillings (Words)

USDOLLAR SEVEN HUNDRED FIFTY ONLY

KIASI
Amount

Shs.					Cts.
USD					750

NA SENTI
And Cents

KWA MALIPO YA
In Respect of

WA FEDHA TASLEM/HUNDI NAMBA
Cash/Cheque No.

CERTIFICATE OF INCENTIVES
For Executive Director
Tanzania Investment Centre

IMEPOKEAJI - Receiving Officer's
Signature

CASH

CHEO - Title

ACC. 29 DEC 2008

TAREHE - Date

KITUO - Station

DSM

Print Press, Dsm.

3

TICC/PP.10/041611/2

17 December 2008

Managing Director,
Barka Milling Co. Ltd,
P.O. Box 38,
SUMBAWANGA

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE
ESTABLISHMENT OF FACILITIES FOR FOOD AND EDIBLE OIL
PROCESSING**

We wish to acknowledge receipt of your project proposal to establish facilities for food and edible oil processing as presented in the TIC P.A. 1 Form No. 07549 and Feasibility Study with a projected investment of USD 1.100m.

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

- Certified document showing evidence of Land ownership for the location of the project.

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

.../2

TICC/PP.10/041611/2

17 December 2008

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

Yours sincerely,
Tanzania Investment Centre



B. D. Chonjo

For: Executive Director

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

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

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



TIC Evaluation Report

Name of the Company
Barka Milling Co. Ltd.

Post Box	Malangali Plot No. 25 Block MM	COI Number	68650	Contact	Sarhan Salim
Post Office	38	COI Date	21/11/2008	Designation	Managing Director
Region	Rukwa	Application F. No	07549	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0785 046 532
		Sub Sector	Food Processing	Fax	0
		File No	041611	E-Mail Address	sarhansalim@yahoo.com

Project Location		Investment Finance Plan in Millions USD											
Plot/Block	Plot No. 25 Block MM	<table border="1"> <thead> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> </thead> <tbody> <tr> <td>0.55</td> <td>0</td> <td>0.55</td> <td>0</td> </tr> </tbody> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	0.55	0	0.55	0			
Foreign Equity	Local Equity		Foreign Loan	Local Loan									
0.55	0		0.55	0									
Street	Malangali												
District	Sumbawanga Urban												
Region	Rukwa												

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.15
Hilal Salim	Omani	25	Plant	0.5
Salim Sarhan	Omani	25	Vehicles	0.15
Sarhan Salim	Omani	50	Furniture & Fittings	0
			Pre-expenses	0.05
			Others	0.05
			Working Capital	0.2
			Total	1.1

Employment	43	Evaluated By	Sospeter Ndelema Dome
Capacity	xxxx	Drawn By	Dorah Registry
Project Turn Over			

Description

To establish facilities for food and edible oil processing

Recommendations

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

Decision

Approved
[Signature]
 16/12

BARKA MILLING CO. LIMITED

P.O. Box 38, Sumbawanga

Date: 24th November 2008

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



Dear Sir,

RE: APPLICATION FOR TIC CERTIFICATE OF INCENTIVES

We are an incorporated company created for purposes of establishing food processing facilities to include maize and paddy milling and edible oil pressing in Sumbawanga. It is due to this reason that we hereby submit our application for TIC Certificate of Incentives to facilitate implementation of the project.

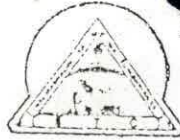
Attached herewith please find the following basic documents for your kind approval:

1. Three (3) sets of duly completed and signed Application Form
2. A copy of our Certificate of Incorporation
3. A copy of the company's Memorandum and Articles of Association
4. Company Board Resolution to register with TIC
5. A copy of our Business Plan
6. Evidence of land for factory premises
7. Bank reference letter

Thanking you for your kind cooperation.

Yours' sincerely
BARKA MILLING CO. LIMITED


Sarhan Salim
MANAGING DIRECTOR



ITALMASHAURI YA MANISPAA YA SUMBAWANGA
 (SUMBAWANGA MUNICIPAL COUNCIL)
 STAKABADHI YA ADA YA KAWAIDA
 (GENERAL RECEIPT) No. 22309

MBASIRA FOOD INDUSTRIES

Payer ID:
201600020620

Nimepokea kutoka kwa _____

Anuani _____

Balance:
0

Hesabu ya shilingi Five Million Two Hundred Eleven Thousand Two Hundred Only

Kwa ajili ya Kodi ya LAND SURVEY SERVICE FEE 2018/2019 DEED PLAN FEE 2018/2019

Mtaa/ Eneo _____

Kasma 11870103 Taslimu/ Hundi Na _____

TShs. 5,211,200.00

Jina la Mpokeaji JOHN MZURIKWAO

MCK-KUTA

Cashier

09/03/2019

Sahihi ya Mpokeaji

Cheo

Tarehe



HALI SHAURI YA MANISPAA YA SUMBAWANGA
(SUMBAWANGA MUNICIPAL COUNCIL)
STAKABADHI YA ADA YA KAWAIDA

(GENERAL RECEIPT) No. 22309

MEASIRA FOOD INDUSTRIES

Payer ID:

201600020629

Nimepokea kutoka kwa _____

Anuani _____

Balance:

0

Hesabu ya shilingi Five Million Two Hundred Eleven Thousand Two Hundred Only

Kwa ajili ya Kodi ya LAND SURVEY SERVICE FEE 2018/2019, DEED FEE 2018/2019

Mtaa/ Enco _____

Kasma _____

11610103

Taslimu/ Hundi Na _____

TShs. 5,211,200.00

Jina la Mpokeaji JOHN MZURIKWAO

NICRUITA

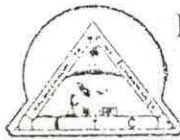
Cashier

09/03/2019

Sahihi ya Mpokeaji

Cheo

Tarehe



HAJIAHASHAURI YA MANISPAA YA SUMBAWANGA
 (SUMBAWANGA MUNICIPAL COUNCIL)
 STAKABADHI YA ADA YA KAWAIDA
 (GENERAL RECEIPT) No. 22312

MEASIRA FOOD INDUSTRIES

Payer ID:
201600020622

Balance:
0

Nimepokea kutoka kwa _____

Anuani _____

Hesabu ya shilingi Two Million Fourty Five Thousand Only

Kwa ajili ya Kodi ya _____

Mtaa/ Eneo _____

Kasma _____ Taslimu/ Hundi Na _____

TShs. 2,045,000.00
John Mazurikwao
 NPO-KIUTA

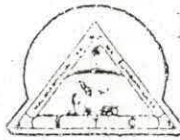
Jina la Mpokeaji JOHN MAZURIKWAO

Sahihi ya Mpokeaji

Cheo

09/03/2019

Tarehe



HALMAHERA HAUARI YA MANISPAA YA SUMBAWANGA
 (SUMBAWANGA MUNICIPAL COUNCIL)
 STAKABADHI YA ADA YA KAWAIDA

(GENERAL RECEIPT) No. 22513

Payer ID:
201600020618

Nimepokea kutoka kwa MBASIRA FOOD INDUSTRIES

Anuani _____

Balance:
0

Hesabu ya shilingi Two Million Fourty Five Thousand Only

Kwa ajili ya Kodi ya LAND SURVEY SERVICE FEE 2018/2019, DEED PLAN FEE 2018/2019

Mtaa/ Eneo _____

Kasma 11610103 Taslimu/ Hundi Na _____

TShs.

2,045,000.00

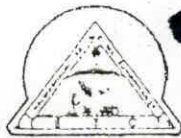
Jina la Mpokeaji
EMMAKDLATA JOHN MZURIKWAO

NICKIUTA

[Signature]
Sahihi ya Mpokeaji

Cashier
Cheo

09/03/2019
Tarehe



LMASHAURI YA MANISPAA YA SUMBAWANGA
 (SUMBAWANGA MUNICIPAL COUNCIL)
 STAKABADHI YA ADA YA KAWAIDA

(GENERAL RECEIPT) No. 22310

MBASIRA FOOD INDUSTRIES

Payer ID:
201600020623

Balance:
0

Nimepokea kutoka kwa _____

Anuani _____

Hesabu ya shilingi Two Million Three Hundred Eighty Two Thousand Five Hundred Only

Kwa ajili ya Kodi ya _____

Mtaa/ Enco _____

Kasma _____ Taslimu/ Hundi Na _____

TShs. 2,382,500.00

Jina la Mpokeaji
LIMKEMBATA JOHN MZURIKWAO

NIC-KIUTA

John Mzurikwa Cashier

09/03/2019

Sahihi ya Mpokeaji

Cheo

Tarehe



IIA MASHAURI YA MANISPAA YA SUMBAWANGA
 (SUMBAWANGA MUNICIPAL COUNCIL)
 STAKABADHI YA ADA YA KAWAIDA
 (GENERAL RECEIPT) No. 22307

MBASIRA FOOD INDUSTRIES LIMITED

Payer ID:
201800020851

Nimepokea kutoka kwa _____

Anuani _____

Balance:
0

Hesabu ya shilingi Two Million Fourty Five Thousand Only

Kwa ajili ya Kodi ya LAND SURVEY SERVICE FEE 2018/2019 DEED PLAN FEE 2018/2019

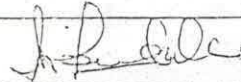
Mtaa/ Eneo _____

Kasima 11670103 Taslimu/ Hundi Na _____

TShs. 2,045,000.00

Jina la Mpokeaji JOHN MZURUKWAO

MPC/MBTA

 Cashier

09/03/2019

Sahihi ya Mpokeaji

Cheo

Tarehe

STALLION

Attorneys

5th Floor Diamond Plaza
Mirambo Street
P.O. Box 5664
Dar es Salaam
Tanzania
+255 22 2110800
+255 764 004140
+255 682 042131
ask@stallionattorneys.com
www.stallionattorneys.com

30/11/2018
RCA

REF: STALLION/MBASIRA/361/2018

The Managing Director

Mbasira Food Industries Co. LTD

P. O. Box 1394

Shinyanga

28th November, 2018

Dear Sirs

RE: AN INSTRUCTION TO PAY A SUM OF TANZANIA SHILLINGS SIXTY TWO MILLION THREE HUNDRED THIRTY ONE THOUSAND SIX HUNDRED FIFTY BEING THE GOVERNMENT FEES IN RELATION TO ACQUISITION OF PLOT NO. 4 & 6, BLOCK MM, MIANGALI AREA, RUKWA REGION.

The heading above refers.

We, STALLION Attorneys, a Law Firm, are acting on behalf and under the instructions of BARKA MILLING COMPANY LIMITED ('The Client') to address you on the followings;

Please be notified that our client is required to pay a sum of TZS 62,331,650/- which constitute as costs for acquisition of the properties mentioned hereinabove.

Therefore, our client requests you to pay the required figure on their behalf (as broken down below) which shall be reimbursed by your company through a purchase price related to the sale of the said properties as reflected in the Purchase/Sale Agreement.

1. That, a sum of TZS 19,000,000/- being the total figure to pay for Stamp duty at the Municipality
2. That a sum of TZS 3,231,060/- being the total figure to pay for Capital Gains Tax
3. That, a sum of TZS 21,157,315/- being the total figure to pay for Registration fee.
4. That, a sum of TZS 2,382,500/- being the total figure to pay for Land Survey Service fee (Municipality)
5. That, a sum of TZS 2,045,000/- being the total figure to pay for Land Service Survey fee (Ministry of Lands).

6. That, a sum of TZS 5,220,200/- being the total figure to pay for deed plan fee (Municipality).
7. That, a sum of TZS 5,211,200/- being the total figure to pay for Land Service fee (Municipality).
8. That, a sum of TZS 2,039,375/- being the total figure to pay for Land Service & Deed Plan fee (Ministry of Lands).
9. That, a sum of TZS 2,045,000/- being the total figure for Land Service & Deed Plan fee (Ministry of Lands)

Our client would like for you to complete the required assignment within the Month of December 2018 considering the matter has taken a longer time than expected.

Please treat this letter as our humble request to your end to complete the agreed terms between our client and your company.

Thanking you in anticipation

Humbly yours,


Soba Sang'anya
Advocate/Associate



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT

Tel. No: 025- 2502127
Fax No: Na. 025 2503169
E-Mail: acswh@ardhi.go.tz



Assistant Commissioner for Lands,
South West Zone,
P. O. Box 485,
MBEYA.

In reply please quote:

Ref. No. LD/SWZ/30633/04/JSB

05/09/2017

Managing Director,
Barka Milling Company LTD,
P.O. Box 38,
SUMBAWANGA

Re: Designation Of Plots 3,4,5,6, 7 & 8 Block "MM" at Malangali Area within
Sumbawanga Municipality for Investment Purposes.

Kindly refer to your letter dated 05/05/2017 with Ref. No. BARK/2017/06/MSOI/01 where you requested our good office to halt the process of designating the above plots for investments purposes as per Section 20 of the Land Act No. 4 of 1999 pending the completion of the process of taking over the operations of BARKA MILLING COMPANY LIMITED by M/S MBASIRA SOAP & OIL INDUSTRIES LIMITED.

Thus, the Office of the Assistant Commissioner for Lands would like to take this opportunity to informed your organization that we have halted the process of designating the already mentioned plots for investment purposes as per above explained request from your organization.

Furthermore, we will only continue with the process of designating the above plots for investment purposes once we get clearance from both BARKA MILLING COMPANY LTD & MBASIRA SOAP & OIL INDUSTRIES LTD.

Please be so advised,

A handwritten signature in black ink, appearing to read 'J.S. Batinamani', enclosed within a circular stamp.

J.S. Batinamani

Ag ASST.COMMISSIONER FOR LANDS

Copy : Director,
Sumbawanga Municipal Council,
P. O. Box 187,
SUMBAWANGA.

28/06/2017

OUR REFERENCE NO. BARK/2017/06/MSOI/01

ASSISTANT COMMISSIONER
MINISTRY OF LAND, HOUSING AND HUMAN SETTLEMENT DEVELOPMENT
SOUTHERN HIGHLAND ZONE
MBEYA.

Dear Sir,

RE: ISSUE OF TITLE DEED TO PLOT NO.4 AND 5 BLOCK MM AT MALANGALI STREET, SUMBAWANGA MUNICIPALITY.

Reference is made to the captioned subject.

Our Company after acquisition and investment on a Milling factory at Sumbawanga Municipality, Malangali area, had engaged in a process to obtain title deed.


This Process has been going on for a couple of months now, and we were informed recently that your good office has reached a stage of Publishing the title deed prior to its issuance.

The Purpose of our letter is to request you good office to stop the publishing process for the time being, the reason being we are engaging into agreement with MBASIRA SOAP & OIL INDUSTRIES LIMITED, with the intention of taking over the operations of the factory, thus it would be more appropriate to issue title deed directly into their name after all the necessary formalities between us and with your good office has been executed and complied.

Both companies (BARKA and MBASIRA) will make time to visit your good office together or at different time on this matter, and on that we humbly request your cooperation and support.

Looking forward for your usual Cooperation.

Yours Faithfully,


Salim Sarhan
Managing Director.

I VERIFY THAT THIS LETTER
HAS BEEN WRITTEN BY
SALIM SARHAN REFR
DU: PETER KANYALWI
R
ADVOCATE



STALLION

Attorneys

5th Floor Diamond Plaza
Mirambo Street
P.O.Box 5664
Dar es Salaam
Tanzania
+255 22 2110800
+255 764 004140
+255 682 042131
ask@stallionattorneys.com
www.stallionattorneys.com

REF: STA/BARKA/108/2018

The Municipal Director

Sumbawanga Municipal Council
P. O. Box 187
Sumbawanga

27th March, 2018

Dear Sirs,

RE: DESIGNATION OF PLOT NO. 3, 4, 5, 6, 7 & 8, Block MM at Mlangali Area within Sumbawanga Municipality ("The Properties").

The heading above refers.

Reference is made to a letter from the Assistant Commissioner for Lands, South West Zone to Managing Director for **Barka Milling Company LTD** with reference no. **LD/SWZ/30633/04/JSB** dated on 05/09/2017 that the designation of the captioned properties for investment purposes was halted pending clearance from **BARKA MILLING COMPANY LTD & MBASIRA FOOD INDUSTRIES**.


We, **STALLION Attorneys**, a Law Firm and holders of registered power of attorneys in respect to the captioned properties above (hereinafter referred to as 'Beneficial Owners') are writing to address you on the followings;

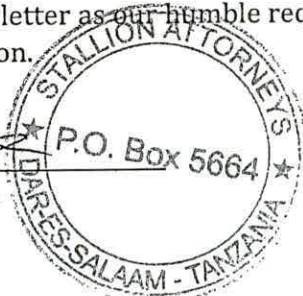
1. That **BARKA MILLING COMPANY LIMITED** has disposed the properties mentioned above to **MBASIRA FOOD INDUSTRIES LTD**.
2. That **MBASIRA FOOD INDUSTRIES LIMITED** is now eligible to legally acquire the captioned properties in her favor.
3. That we enclose copies of the executed sale agreement and addendum thereto and copies of registered power of attorneys for your reference.

This letter serves as a formal update from our end to let you proceed with the further stages to allow **MBASIRA FOOD INDUSTRIES LIMITED** to acquire the properties legally

Please treat this letter as our humble request to proceed with the needful from your end. Thanking you in anticipation.

Yours, sincerely


Soba Sang'anya
Associate





TANZANIA REVENUE AUTHORITY

ISO: 9001:2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

(Issued Under Regulation 103 of Tax Administration (General) Regulations, 2016)

Licensing Authority; TIN: 100-971-380

BUSINESS REGISTRATION LICENSING AGENCY (LUMUMBA

P. O. Box 9393

DAR ES SALAAM

Tax Certificate Number:

311-0038-6906

Issuing Office: Shinyanga

Telephone: 028 2762385

Date of Issue: 03 June 2019

Expiry Date: 31 December 2019

Taxpayer Name **MBASIRA SOAP & OIL IND. LTD.**

Trading Name **MBASIRA SOAP & OIL IND. LTD.**

Taxpayer Identification Number **101-284-247** VAT Registration Number

Company Registration Number **42389**

Business Premises located at: Plot Number -; Block Number -; Street **BUHANGIJA-SIDO**

This is to certify that the above registered Taxpayer has complied with the tax laws and has been granted Tax Clearance Certificate with respect to the following business(es):

1. Other personal service activities n.e.c.

2.

3.

This certificate should be tendered in its original form and it is valid only if it is embossed with the Official Seal.

ABDUL Y. MAPEMBE

COMMISSIONER FOR DOMESTIC REVENUE

03 June 2019

Official Seal

Disclaimer: This Tax Clearance Certificate shall not preclude the Commissioner General from demanding and recovering taxes established after issuance of this Certificate.

This Certificate is issued free of charge

CTIN: 0102940



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 3A(4) OF THE INCOME TAX ACT NO. 33 OF 1973)
AS AMENDED BY THE FINANCIAL LAWS (MISCELLANEOUS AMENDMENTS) 2000

THIS IS TO CERTIFY THAT

.....
MBASIRA SOAP & OIL IND. LTD.
.....

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

.....
101-284-247
.....

with effect from 21/12/2001

OFFICIAL SEAL


H. M. Kitillya
COMMISSIONER FOR INCOME TAX

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

UNITED REPUBLIC OF TANZANIA



Certificate of Change of Name

No 42389

I HEREBY CERTIFY THAT

MBASIRA SOAP & OIL INDUSTRIES LIMITED

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

MBASIRA FOOD INDUSTRIES LIMITED

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

this 14TH day of JUNE

TWO THOUSAND AND SEVENTEEN.

Senior Asst. Registrar of Companies

SH PRESTACAO DE SERVICOS, LDA

(Mocambique, Malawi)

SH PETROLEUM (PTY) LTD

(Zambia, South Africa)



AGREEMENT FOR PROCESSING OF 10,000 METRIC TONNES OF WHITE NON-GMO MAIZE INTO FLOUR MEAL

CONTRACT NUMBER: 0032/33/2018-SH.TAN/MFIL-SUMBAWANGA

Between

SELLER

MBASIRA FOOD INDUSTRIES LIMITED incorporated under the laws of Tanzania , represented by **Mr Ramadhani Sigwa Balukuli**, Tanzanian citizen, holder of passport nr. **AB 885590** issued 11/09/2007 in Tanzania and **Mr Julius G. Kibaja** , Passport nr. **AB 297904** issued 08/10/2008, Contacts: +255 7678899, Mobiles: +255754282638, emails: mbasira2001@yahoo.com Executive Chairman Physical address: P. O Box ,1394 Shinyanga - Tanzania, hereinafter referred to as "**The Contractor/Buyer**"

BUYER

SH PETROLEUM LIMITED, incorporated under the laws of ZAMBIA, represented by **Mr Darcyllo V. Lopes**, Mozambican citizen, holder of passport nr.12AB37835 issued in Mozambique, on 09 Mayth, 2013 , Contacts: +260 978402755/260 967033844, +258 828407723, emails: lopesdarcilio@gmail.com, skype: Darcyllo:lopes, as General Maneger-Business Development, and **Mr Erick Chipwaya**, Zambian, holder of passport ZN.175669 issued in Zambia, on 08 Augustth, 2010 ,contacts: +260 966754199 as **Finance Director and Agro Business** Physical address: Plot 262/26A Chalala with enough power to act, hereinafter referred to as "**The**"

(Each individually a "Party" and collectively the "Parties")

This agreement dated the 22 day of March,2018 between, private company incorporated in the Republic of Zambia (hereinafter referred to as "**The Buyer**" (**SH PETROLEUM (Z) LIMITED**)). And "**The Seller**" **MBASIRA FOOD INDUSTRIES LIMITED** private company incorporated in the Republic of Tanzania agreed enter in contract to supply the 10,000 Metric Tons of **NON - GMO, Grade A White Maize Flour**.

Whereas, "**The Buyer**". and "**Seller**", have entered into an agreement to supply the **Maize Flour Grade A (Non GMO White)** From Tanzania, and this agreement is valid for a period of 24 calendar months, been the initial order not less than **10,000 metric Tons** for the purposes of milling into flour meal by the Seller for a period of 24 calender months collectively referred to as 'the product' and selling to DRC CONGO MARKET.

SH PRESTACAO DE SERVICOS, LDA

(Mocambique, Malawi)

SH PETROLEUM (PTY) LTD

(Zambia, South Africa)



DELIVERY POINT : Kasumbalesa (DRC boarder)
Address of Storage: Mbasira Food industries limited, Sumbawanga, Tanzania
P.O.Box 1394

This contract shall commence from the date of signature of this agreement and delivery of 1st shipment, 15 May 2018 shall continue to be validy for 24 calendar months

The contract is entered into on terms and conditions set out in the following clauses:

SCOPE OF AGREEMENT

"The Suppliers" hereby agrees to supply and deliver the **Maize Flour (White, NON GMO)** to comply with the minimum specifications as per TFDA or TBS Standards;

PAYMENTS TERMS:

Buyer shall deposit Money in ESCROW account with NMB BANK/ AZANIA BANK equivalent to 2000 MTs (USD 888,000.00) and Upon delivery and submission of delivery note, Fund will be transferred to Mbasira Food Industries Limited account.

The ESCROW account shall be opened immediately Seller starts Production and Buyer shall produce all the necessary documents required to facilitate account opening process.

PRICES:

1. CIF COST/LAND OF MAIZE FLOUR IN DRC - CONGO:

- a) Landed Cost/Price of Maize Flour: USD 444.00 PER METRIC TON (EX Factory)
- b) Transport Cost of Maize Flour: USD 85.00 PER METRIC TON (to DRC)
- c) Clearance and Export Documents: USD 15.00 PER METRIC TON

TOTAL CIF COST USD 544.00 PER METRIC TON

SH PRESTACAO DE SERVICOS, LDA

(Mocambique, Malawi)

SH PETROLEUM (Pty) LTD

(Zambia, South Africa)



2. SELLING OF FLOUR MAIZE PRICE

1. Parties agreed that the Maize will be milled and after Export to DR Congo Market and will be paid every 48hours after the Flour Maize is delivery to the Client Warehouse, and Selling price initial agreed is US\$ 544/ton in Kivu - DR Congo.
2. The the balance of payment to Seller will be done after selling of Flour Mealing in Kivu - DR Congo, within 60 days, after stock is concluded then Seller will, move new stock to Kivu DR Congo.
3. All selling will be done weekly and reconciliations submit of milled stock, and what have been moved to DR Congo, and Stock on Maize and Flour Maize will be controlled by CMA (Collateral Management/Stock management with NMB Bank/ AZANIA Bank). All payment must be done immediately after delivery.

Parties agreed that, they will work together and the Seller will mill and pack the maize flour at their plant in Sumbawanga for export purposes as agreed between parties.

It is also agreed that the Seller will assist with all the necessary documentation needed for the purpose of exporting the maize flour from Tanzania to DRC or other Countries.

Packing : 50kgs/ 25Kgs/ 10Kgs
Technical Specifications : The product shall conform to the specifications as provided for in the contract document between **The Supplier and The Buyer, standards according to TFDA and TBS reports from source of Maize Flour.**

The maize flour supplied must be of sound,of fair and Merchantable condition and quality,free from any toxic Substances,free from any abnormal and/or obnoxious Odours,taints and smells,and free from any live insects And fit in all respect for human consumption.

Weight : Weight at LOADING Point to be final. Should the difference between Supplier's load weight and Buyer weight be more than 0.5% the transporter will be liable for the difference.

SH PRESTACAO DE SERVICOS, LDA

(Mocambique, Malawi)

SH PETROLEUM (Pty) LTD

(Zambia, South Africa)



Quality/Quantity:

In the event that quality and/or Quantity do not comply With the laboratory and technical specifications stated Herein at the point of milling and the contractor confirms Such non compliance, the contractor shall replace the product upon notification by the purchaser and in accordance to Condition of contract.

BUYER

By my signature hereto, We affirm with full legal and corporate responsibility that we can Buy the White Maize flour NON-GMO sourced and held by our Mbasira Food Industries Limited, exclusively with further rollovers and extension as agreed mutually from time to time.

D. Lopes # 10/05/18

Name **Darcylio V. Lopes**
For and on behalf of **SH PETROLEUM LTD**
General Manager - Business Development

Signature
Name **Erick Chipwya**
For and on behalf of **SH PETROLEUM LTD**
Finance Director - Agro Business

CONTRACTOR

R

Z

SH PRESTACAO DE SERVICOS, LDA

(Mocambique, Malawi)

SH PETROLEUM (Pty) LTD

(Zambia, South Africa)



SH Petroleum (Pty) Ltd

By my signature hereto. I affirm with full legal and corporate responsibility WE able to mill the said products into maize flour and Sell under this contract agreement with further rollovers and extensions as agreed mutually from time to time.

Signature:

Name:

Mr. RAMADHANI S. BALUKULI

For and on behalf of:

MBASIRA FOOD INDUSTRIES LTD

Position:

EXECUTIVE CHAIRMAN

72 MAR 2018

Signature:

Name:

Mr. JULIUS G. KIBAJA

For and on behalf of:

MBASIRA SOAP & OIL INDUSTRIES LTD

Position:

MANAGING DIRECTOR



AZANIA BANK LIMITED
MAWASILIANO TOWERS
P.O.Box 32089
Dar es Salaam, Tanzania
Tel: 2412028 / 26 / 27
Fax: 2412028
Email: info@azaniabank.co.tz
www.azaniabank.co.tz

Date: 19th March 2018

Ref: ABL/CR/ HQ-CAM II/MFIL

CHAIRMAN,
MBASIRA FOOD INDUSTRIES LTD,
P.O. BOX 1394,
SHINYANGA.

Dear Sir,

RE: REMITTANCE OF USD 750,000.00 INTO CRDB ACCOUNT NO. 01J069118400 I.N.O BARKA MILLING COMPANY LTD

Reference is made to your letter dated 15th March 2018 bearing the above captioned subject;

The bank reiterates that it has no objection of making the transfer of the above stated amount of money once you fulfill the bank's pre-disbursement conditions and are irrevocable.

Kindly be advised.

Yours Sincerely,
Azania Bank Ltd


Maige G. Chagula
Credit Administration Manager

USD 330
M.T 300 = CIF MOMBASA
USD 220



AZANIA BANK LIMITED
MAWASILIANO TOWERS
P.O.Box 32089
Dar es Salaam, Tanzania
Tel: 2412028 / 26 / 27
Fax: 2412028
Email: info@azaniabank.co.tz
www.azaniabank.co.tz

Date:

01st March 2018

Ref:

ABL/CR-HQ-MFIL/VOL239/DC

CHAIRMAN
MBASIRA FOOD INDUSTRIES LIMITED,
P.O. BOX 77,
SUMBAWANGA.



Dear Sir,

RE: LETTER OF OFFER

We refer to your application for credit facilities applied, and we write to confirm that the Bank has approved the facilities mentioned hereunder subject to the following terms and conditions:-

Borrower: MBASIRA FOOD INDUSTRIES LIMITED,
(Hereinafter called "the Borrower")

Lender: Azania Bank Limited
(Hereinafter called "the Bank")

Facility I: Medium Term loan.

Amount: USD. 750,000.00 (Say USD Seven Hundred Fifty Thousand only)

Purpose: Financing the acquisition of the milling factory located on Plots Nos. 3,4,5,6,7&8, Block 'MM' at Malangali area, Sumbawanga Municipality.

Tenor: 60 months from the date of disbursement of loan excluding the grace period.

Directors: Prof. Godius Kalyarara (Chairman), Eliogi B. Munga, Arnold B. Kilewo, Assumpta M. Malya, Julius KAM Mgone, Ernest Lusechalo (Alternate), Tikyeba N. Alphonse (Alternate), Felix Mwaigi, Rashid Mchatta, Charles J. Itemba (Managing Director)

[Handwritten signatures and stamps]

Grace

Period: 8 months from date of disbursement of loan.

Interest

Payment: Interest shall be paid on monthly basis during grace period

Loan Repayment

Modality: The loan shall be repaid on quarterly instalments.

Facility II: Revolving Credit facility (Overdraft).

Limit: Up to TZS. 1,000,000,000.00 (Say TZS One Billion only)

Purpose: Working Capital.

Tenor: 12 months from the date of insertion of limit.

Drawdown

Schedule: The facility I (Medium Term Loan) of USD 750,000.00 shall be disbursed and paid directly to the vendor after fulfilling the pre-disbursement conditions.

The limit to be inserted for facility II shall be requested for utilization by the Borrowers after commencement of the factory operations.

Pre-disbursement

Conditions: Disbursement shall be done upon compliance with following conditions:

- a. Execution of Security and Legal documents.
- b. Submission of Original Certificate of Title.
- c. Confirmation of Supply Orders of Maize flour.
- d. The Borrowers must raise equity contribution of USD 750,000.00
- e. Opening of the Escrow account wherein the buyers' fund shall be deposited prior to supply of maize flour.



Rate of Interest:

Interest shall be charged at the rates of **9.0% p.a** for facility I (Medium Term Loan) and **19.0% p.a** for facility II (Revolving Credit facility) on the Borrower's outstanding balances to be debited to **Borrower's** account at the end of each calendar month. The **Bank** however, may vary the rate of interest by giving a one month notice to the **Borrower** and such varied rate shall become effective upon expiry of that one month notice. In addition to the interest rates of **9.0% p.a** and **19.0% p.a** a penal interest at **6% p.m.** will be charged on entire outstanding balance, if there is any overdue in any of the accounts of the **Borrower** or there is non-compliance of any of the terms and conditions.

Conduct**Of the****Account:**

The Account shall be conducted in a satisfactory manner and in accordance with the **Income Stream** submitted when applying for credit facilities.

Repayments:

The Loan inclusive of interest thereon will be repaid on due dates as it will be indicated in **Repayment Schedule**. The Borrower shall ensure that there is sufficient balance to cover for the repayments before they fall due. The **Bank** however has the right to call for the full outstanding amount and interest therein at any time during the term of the facility.

Fees:




The Borrower shall be charged the following fees:

- (i) Arrangement fee **1.0%** for all facilities
- (ii) Security perfection fee TZS 1,000,000.00
- (iii) Properties Insurance premium 0.295% of the insured value.
- (iv) All costs associated with this loan (including Advocates/Legal fees, enforcement of security held by the **Bank**) are payable by the **Borrower** and the **Bank** shall have the right to debit the **Borrower's Savings Account** accordingly and the **Borrower** hereby so confirms.

Security:

The facilities shall be secured by the following securities

- (i) First Ranking Legal mortgage over industrial properties on Plots nos.3,4,5,6,7&8 Block 'MM' located at Malangali area, Sumbawanga Municipality.
- (ii) Debenture over the company's fixed and floating assets
- (iii) Personal Guarantee of the Directors of the Company.
- (iv) Letters of Lien and Set off.

Dispute Clause:

In case of any dispute arising out of interpretation, performance or non-performance of the terms and conditions contained herein, the Borrower and the Bank hereto irrevocably submit themselves to the Commercial Division of the High Court of Tanzania for adjudication

Default:

In the event of non-repayment and/or any other non-compliance with any of the terms and conditions or documentation detailed herein or in other borrowing from this **Bank** or other parties for any reason whatsoever, the **Bank** shall have the right to demand the payment of the outstanding amounts without further notice to the **Borrower** and any costs, charges, disbursements, and other outgoings incurred by the **Bank** and or its agents towards the recovery of the amount outstanding, including legal fees, stamp duty, and any other charges shall be for the **Borrower's** account. Events of non - compliance shall include but not limited to the following:

- (i) There is breach of any of the terms and conditions contained herein or if the same has not been fulfilled to the satisfaction of the Bank.
- (ii) There is default in payment of any installment and the default has persisted for seven (7) days.
- (iii) The financial position of the Borrower has worsened for whatever reason thereby jeopardizing the position of the Bank with regard to the outstanding balance on the loan.
- (iv) Any security offered as collateral has deteriorated in value by reason of depreciation in the market value.

Right of Set off: In the event of default, the Bank will have unfettered right of Set Off against any credit balances maintained in other Accounts of the **Borrower** and to realize the properties pledged as security without reference to the Borrower.

Specific Conditions:

- (i) Submission of Certificate of Tanzania Food and Drugs Authority (TFDA)
- (ii) Submission of Certificate of Tanzania of Bureau of Standard (TBS).

[Handwritten signatures and a circular stamp dated 02 MAR 2019]

(iii) Submission of Environment Audit Report or clearance certificate from National Environment Management Council (NEMC).

(iv) Submission of the Certificate of Compliance from Occupational Safety and Health Authority (OSHA).

Other Conditions:

(i) The **Borrower** shall be responsible for all charges, taxes, and outgoing necessary to perfect securities and in other ways to give effect to this facility.

(ii) The **Bank** shall obtain from a reputable and reliable insurance company, comprehensive insurance in respect of all assets constituting the security. Such insurance shall be arranged by the **Bank** and be endorsed with the **Bank's** interest.

(iii) The **Borrower** shall open or continue to maintain banking account(s) in the books of the Bank in which all its regular business receipts and payments financed by the credit facilities under this Offer Letter shall be made.

(iv) All charges and interest shall be debited to the **Borrower's** account(s) in the books of the **Bank**.

(v) The **Borrower** shall notify the **Bank** of any material changes in the business, management, its legal status or any other changes affecting the **Borrower** and/or this facility.

Drawdown:

Drawdown shall be upon acceptance of this Offer and compliance with the conditions precedent and perfection of security and documentation as herein provided

**Cost of Discharge
Security when the
Facility is
Cancelled.**

In case the **Borrower** requests for withdrawal, call off or cancel the facility after the Borrower has accepted it and demand release of security documents, charges for processing the discharge of such documents fixed at TZS 500,000/= shall be paid by the Borrower.



Acceptance:

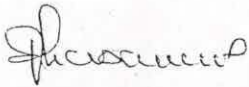
The Borrower should signify acceptance to the terms and conditions of this facility by counter-signing the copy of this offer letter not later than **14 days**. It is important to note that counter signed offer letter constitutes the **Facilities Agreement** that will regulate the relationship between the Bank and the Borrower.

**Withdrawal
Of Offer:**

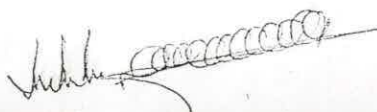
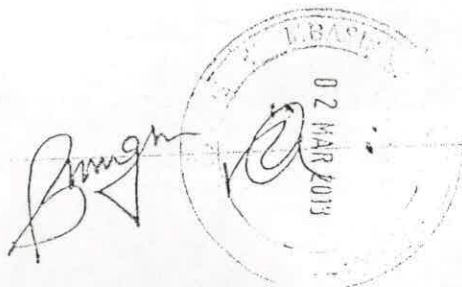
The **Bank** reserves the right to withdraw this offer at any time before its acceptance without having to give any reasons whatsoever for doing so.

We look forward to receiving your acceptance hereof.

Yours faithfully,




Baraka Ubuguyu
Branch Manager

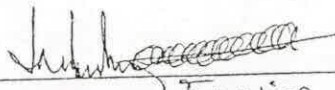


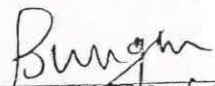
ACCEPTANCE

We, Directors of MBASIRA FOOD INDUSTRIES LIMITED the Borrowers, confirm that we understand and accept the terms and conditions of the facility as detailed above.

Signature: 
Name: RAMADHANI SIGWA BALUKULI
Title: EXECUTIVE CHAIRMAN
Date: 02/03/2018



Signature: 
Name: JACHIM HIERONIMUS MUSINGIRA
Title: BOARD CHAIRMAN
Date: 02.03.2018

Signature: 
Name: MUSHI MAGANE BALUKULI
Title: DIRECTOR / MEMBER
Date: 02.03.2018



THIS ADDENDUM TO THE AGREEMENT FOR THE SALE AGREEMENT

(Dated this day of 2018)

BETWEEN

BARKA MILLING COMPANY LIMITED.

AND

MBASIRA FOOD INDUSTRIES LIMITED.

B *PK* *R*

THIS ADDENDUM to the Agreement for the Sale Agreement is executed at Dar es Salaam, Tanzania this Day of February, 2018.

By and between

BARKA MILLING COMPANY LIMITED is the **Company registered under the laws of Tanzania, of P.O. Box 38 Shinyanga,**(hereinafter called the "**SELLER**" which expression shall where the context so admits include its successors and assigns, executors and other successors in title of the property) of the one part;

And

MBASIRA FOOD INDUSTRIES LIMITED is the **Company registered under the Laws of Tanzania, of P.O. Box 1394, Sido Estate Street, Ibinzima Area, Shinyanga,** (hereinafter called the "**PURCHASER**" which expression shall where the context so admits include its successors and assigns) of the other part.

WHEREAS by an the Agreement for Sale Agreement made at Dar es Salaam on the 21stday of February 2018, between the Seller of the ONE PART and the Purchaser of the OTHER PART (hereinafter referred to as "the Principal Sale Agreement"), the Seller agreed to sale to the Purchaser the Plants and all the attached within the Plots, **subject to such terms and conditions as set out in the principal Sale Agreement;**

And Whereas on the Purchase Price under the Principal Sale Agreement provides that the Purchaser shall pay the Consideration above stated, USD 1,500,000. The Azania Bank ("The Bank") shall be required to pay a sum of United State Dollars Seven Hundred Fifty Thousand (\$750,000) to the seller, and wheras the remaining United State Dollars Seven Hundred Fifty Thousand (\$750,000) shall be paid by the Purchaser

And Whereas the sum of United State Dollars Sixty Thousand (\$60,000) have been deposited to the seller as an advancement payment from the Purchaser. The remaining balance amounting to United State Dollars Six Hundred Ninety Thousand (\$690,000) to be paid in three months that is 30th March, 30th April and 30thMay, 2018, or to be paid the whole amount before the expiry of the last deposit date or within the specified time stated.

Now this indenture witnesseth as follows:

That in fulfillment of original Agreement all terms and conditions of the said Agreement will remain as they appear in the Agreement and further include of the following clauses, as add-ons to the original contract;

1. That the remaining balance as stipulated above to be paid to the Seller within three months period from March to 31st of May 2018;

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2. That failure to honor the terms of the agreement the default fine will start counting from 1st of July 2018 at the rate of 5% per month on the unpaid balance;
3. That both parties to facilitate the completion of the transfer of the Property into the name of the Purchaser within one month (28) days from the date of execution of this agreement.
4. Upon acquiring the title deed from the relevant authority the Purchaser shall submit the Title to the Bank immediately within seven days (7);
5. That the bank shall be required to complete the registration of Mortgage within 14 working days after receiving the Title from the Purchaser.
6. That the Purchaser shall authorize in writing to the Bank to transfer the money (\$750,000) directly to the Seller's bank account details.
7. That failure to pay the remaining balance and the default fine thereto, the Purchaser shall be required to use her other sources of income and/or plans but not limited to the International Mortgage that will be used to pay the required Consideration to the Seller. Failure to honor the same within 40 days after the default period shall give an option for the seller to buy back the property without any refund and the Purchaser shall be obliged to pay any interest accrued therein.;
8. That the clauses for the Principal Sale Agreement and the Addendum shall be operative and binding the parties concerned upon receiving the guarantee from the bank to honor the payment of United State Dollars Seven Hundred Fifty Thousand (USD 750,000) to the Seller.
9. This Addendum shall be read together with the Principal Sale Agreement and the terms of the Principal Sale Agreement shall remain applicable subject to the modifications contained in this Addendum.

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IN WITNESS WHEREOF, the Seller and the Purchaser have put their respective signatures on the original and duplicate thereof on the day, month and year hereinbefore appearing.

SEALED with the COMMON SEAL of the said BARKA MILLING COMPANY LIMITED, and delivered at Dar es Salaam in the presence of us this 28 day of FEBRUARY 2018

SEAL



Signature: [Signature]

Name: SAUM A. BARWANI

Address: P.O. Box 23301 - KITWE

Qualification: DIRECTOR ZAMBIA

Signature: [Signature]

Name: SAUM A. BARWANI

Address: P.O. Box 23301 - KITWE - ZAMBIA

Qualification: DIRECTOR/SECRETARY

SEALED with the COMMON SEAL of the said MBASIRA FOOD INDUSTRIES LIMITED, and delivered at Dar es Salaam in the presence of us this 28 day of FEBRUARY 2018

SEAL



Signature: [Signature]

Name: RAMATHANI SIGWA

Address: P.O. Box 1394 SHI

Qualification: DIRECTOR

Signature: [Signature]

Name: JULIUS G. KIBAJA

Address: P.O. Box 1394 SHIMANI

Qualification: DIRECTOR/SECRETARY

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Handwritten mark

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SALE AGREEMENT

DATED THIS DAY OF 2018

BETWEEN

BARKA MILLING COMPANY LIMITED.

AND

MBASIRA FOOD INDUSTRIES LIMITED.

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SALE AGREEMENT

THIS LEASE AGREEMENT is made this 21st day of February 2018

BETWEEN

BARKA MILLING COMPANY LIMITED is the Company registered under the laws of Tanzania, of P.O. Box 38 Shinyanga, (hereinafter called the "SELLER" which expression shall where the context so admits include its successors and assigns, executors and other successors in title of the property) of the one part;

AND

MBASIRA FOOD INDUSTRIES LIMITED is the Company registered under the Laws of Tanzania, of P.O. Box 1394, Sido Estate Street, Ibinzima Area, Shinyanga, (hereinafter called the "PURCHASER" which expression shall where the context so admits include its successors and assigns) of the other part.

(Each a "Party" and together the "Parties").

Recitals:-

WHEREAS, "SELLER" is the legal owner of the premises (Plant) situated at of Plot no. 3, 4, 5, 6, 7 and 8, Block MM, Malangali Area, Sumbawanga Municipality, Rukwa Region, Tanzania (Hereinafter referred to as "Premises" and a SELLER wishes to sale to PURCHASER and that premises are free from any adverse claims, court process or otherwise.

AND WHEREAS SELLER has agreed to sale as well as to surrender true copies of title deed and or similar documents for the Premises referred hereinabove on the terms and conditions hereinafter contained.

PURCHASE PRICE

- a. For the purpose of the Purchase Price shall be USD 1,500,000 (United States Dollars One Million and Five Hundred Thousands Only)
- b. That the remaining balance is USD 690,000 (United States Dollars Six hundred and Ninety Thousand Only)
- c. That the PURCHASER shall pay on the following breakdown:

21 FEB 2018

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- i. On the 30th of March 2018, the PURCHASER shall pay the SELLER, USD 230,000 (United States Dollars Two Hundred Thirty Thousand only)
- ii. On the 30th of April 2018, the PURCHASER shall pay the SELLER, USD 230,000 (United States Dollars Two Hundred thirty Thousand only)
- iii. On the 30th of May 2018, the PURCHASER shall pay the SELLER, USD 230,000 (United States Dollars Two Hundred Thirty Thousand only).
- iv. That the PURCHASER has agreed to deposit the whole amount before the expiry of the last date of the installment or any date herein above.

1. PAYMENT

The PURCHASER shall pay for the SELLER by way of direct bank transfers to the nominated bank account of the Seller into the following bank details;

- The PURCHASER will deposit from his Azania Bank Account No. 016016165048270001 in the name of MBASIRA FOOD INDUSTRIES LIMITED to the SELLER CRDB Bank Account No. 01J069118400 under the SWIFT CODE NO. COURUTZTZ, in the name of BARKA MILLING COMPANY LIMITED.

2. Taxes, Duties and Others;

- (a) All taxes, duties, levies, fees and charges on property before the property pass to the name of the Purchaser shall be to the account of the Seller.
- (b) Immediately after the payment has been effected to the Purchaser the property will be mortgaged by the Purchaser in favour of Azania Bank.
- (c) That all cost for transfer will be borne by parties as per the law requires.

3. TITLE TO PROPERTY

The title to the property shall pass from SELLER to PURCHASER upon signing of this agreement and transfer the name of the owner.

4. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLAIRED AS FOLLOWS:

- a. That if the payments hereby reserved or any part thereof shall at any time be in arrears and unpaid for ninety (90) days after the same shall have become

20 FEB 2018

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- due (whether formally or legally demanded) or if PURCHASER shall at any time fail or neglect to perform or observe any of the covenants and obligations herein contained and its part to be performed and observed SELLER shall be entitled to sit down the with the BANK (AZANIA BANK) to re-negotiate the terms on completion of the contract.
- b. In the event of any dispute of claim arising from or in connection with this Agreement which is not settled mutually by the parties thereto such dispute or claim may be referred by either party to court of tribunal in Dar es Salaam Tanzania for adjudication and settlement.
 - c. Any notice under this agreement shall be in writing and may be served on the party on whom it is so to be served either personally, or to an agent duly authorized to receive mail, or by leaving it at the premises (if he be SELLER) or at the last known place of abode, or by sending it by registered post or the recorded delivery service to such premises or place; and in the case of a notice to be served SELLER it may be served in like manner upon any agent for SELLER duly authorized in that behalf.
 - i. In case of road expansion during tenure of installment payments, parties herein agrees to restructure terms of payments therein, to the extent of sharing benefit arising from compensation from authorities thereto.
 - d. SELLER shall provide a copy of title deeds and or its equivalent in respect of the above clauses to PURCHASER on signing of this agreement and prior to making any payments thereof.
 - e. This agreement is governed by the laws of the United Republic of Tanzania and in particular subject to the specific provisions governing this Agreement as set out in the Land Act (CAP 113 RE 2002) and other operative statutes.

IN WITNESS WHEREOF the parties hereto have set their hands to these presents as validly known and done in the manner herein under appearing;

EA 7-

20 FEB 2013

9

SEALED with the COMMON SEAL of the said
BARKA MILLING COMPANY LIMITED,
and delivered at Dar es Salaam in the presence of us } SEAL
this _____ day of _____ 2018

Signature: [Signature] Signature: [Signature]
Name: SALIM JADWIN Name: [Signature]
Address: P.O. BOX 096 MPOLUNGU ZAMBIA Address: P.O. BOX 096 MPOLUNGU - ZAMBIA
Qualification: DIRECTOR Qualification: DIRECTOR/SECRETARY

SEALED with the COMMON SEAL of the said
MBASIRA FOOD INDUSTRIES LIMITED,
and delivered at Dar es Salaam in the presence of us } SEAL
this _____ day of _____ 2018

Signature: [Signature] Signature: [Signature]
Name: RAMADHANI SQUA Name: JULIUS G. KIBATA
Address: P.O. BOX 1394 SHINYANGA Address: P.O. BOX 1394 SHINYANGA
Qualification: DIRECTOR Qualification: DIRECTOR/SECRETARY

20 FEB 2018

[Handwritten mark]

[Handwritten mark]



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, SunflowerSeed Cake, Maize, Soap and Farm Products
Tel: 028 2762811, Mob: 0754 282638/ 0787 130113/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

MAUGURA – MASASI BRANCH

Maugura Village
P. O. Box 50. Masasi

KUMB: MFI/TIC/SMB/05/2019

MKURUGENZI MKUU WA TIC,
S.L.P.
DAR ES SALAAM.



17/06/2019

C-DIF
Tafadhali, shughalika
malalamiko haya na
andaa taarifa kuhusu
umiliki wa viwanja
hiyo.
DRIS
17/6

YAH: MALALAMIKO YA KUCHELEWESHWEDA KUBADILISHA UMILIKI WA
ARDHI KWENYE VIWANJA VILIVYOKO PLOT NAMBA 3,4,5,6,7 NA 8
KITALU "MM" MALANGALI KATIKA MANISPAA YA SUMBAWANGA.
TOKA BARKA MILLING LTD YA S.L.P. 38 SUMBAWANGA KAMPUNI!
YA MUWEKEZAJI WA NJE KWENDA MBASIRA SOAP LTD YA S.L.P.
1394 SHINYANGA KAMPUNI YA WAZAWA WA TANZANIA. LICHA YA
KUWEPO MKATABA WA MAUZIANO KATI YA KAMPUNI HIZO MBILI.

Ndugu husika na mada tajwa hapo juu.

Kampuni ya Mbasira Soap Ltd inayo milikiwa na wazawa. Inapenda kuarifu ofisi yako ya kwamba toka tarehe 21-2-2018 ilifanya mauziano ya kiwanda cha kusaga mahindi kilichopo katika plot tajwa toka kwa kampuni tajwa inayomilikiwa na wageni toka katika Nchi ya Omani, pamoja na mambo mengine makubaliano ya mauziano hayo yatakamilika rasmi pale tu. Hati za umiliki wa eneo hilo utakapo kamilika na kukabidhiwa kwa wamiliki ambao ni wanunuzi wazawa.

Kampuni pia ingependa kukuarifu ya kwamba mchakato wa kuanza kwa umilikishwaji ulikua umekwisha anza katika ngazi ya manispaa ya Sumbawanga na baadhi ya malipo ya kodi ya ardhi katika ngazi hiyo yanekwisha fanyika. Na lengo ilikua ni ukamilishwaji wa hati hiyo.

Pamoja na hatua hizo kuanza kwa muda mrefu. Zoezi hilo linachekwamisha kukwama bila ya kuweka bayana kinachekwamisha mchakato huo.

Kampuni kwa kutambua ya kwamba muwekezaji wa nje yuko chini ya ofisi yako ndio maana imelazimika kuleta barua hii kwako.

Tukitambua ya kwamba ofisi yako ni mdau muhimu katika ukamilishwaji wa hati hiyo maana mmiliki wake wa awal-ni muwekezaji wa nje mwenye **Baraka za ofisi yako.**

Ikumbukwe ya kwamba kukamilika kwa mchakato wa hati ni fursa pia ya kuanza kwa uzalishaji wa kiwanda hicho sambamba na kukamilika kwa malipo ya kodi stahiki.

Kampuni inakuambatanishia katika barua nakala ya mauziano ya kiwanda hicho sambamba na nakala za malipo ya awali ya kodi ya ardhi yaliyolipwa kwa manispaa ya Sumbawanga.

Kampuni pia ipo tayari kumaliza malipo yote ya mauziano ya kiwanda baada ya kukamilika kwa hati hiyo hivyo kampuni inaomba ofisi yako isaidie kwa namna moja ama nyingine kufanikisha **upatikanaji wa hati hiyo.**

Na hili ni kwa kuzingatia ya kwamba mmiliki wa kwanza ambae ndie mjenzi na muuzaji ni mgeni aliesajiliwa na mamlaka yako.

Kampuni ya **Mbasira** ipo tayari kulipa pia gharama zote zitakazo hitajika katika kumaliza kukamilishwa kwa hati hiyo.

Naomba kuwasilisaha.



MWENYEKITI MTENDAJI WA MBASIRA LTD

Simu: 0754-282638

Nakala:

1. Mhe. Waziri wa Nchi Ofisi ya waziri mkuu uwekezaji.
2. Mhe. Waziri wa Ardhi, Nyumba na Maendeleo ya Makazi.
3. Mkuu wa Mkoa,
Rukwa.
4. Barka Milling Co. Ltd,
S.L.P. 38.
Sumbawanga.

TIC/PP.10/041611/33

23 Disemba, 2019

Katibu Mkuu,
Wizara ya Ardhi, Nyumba na Maendeleo ya Makazi,
Mji wa Serikali Mtumba,
S.L.P 2908,
40477 DODOMA.

**YAH: MALALAMIKO YA KAMPUNI YA MBASIRA SOAP LTD
KUCHELEWESHA UIDHINISHAJI WA UHAMISHO WA MILKI YA
KIWANJA NA.3 - 8 KITALU "MM" ENEO LA MALANGALI - MANISPAA YA
SUMBAWANGA**

Tafadhali rejea barua yako ya tarehe 2 Disemba yenye Kumb.Na.BA.14/156/01/59 kuhusiana na malalamiko ya Kampuni ya Mbasira Soap Limited kuchelewesha kuidhinishwa kwa uhamisho wa milki ya viwanja tajwa hapo juu.

Kituo cha Uwekezaji Tanzania(TIC) kinakiri kupokea barua yako tajwa hapo juu na kinatumaini suala hili litapatiwa ufumbuzi na ofisi yako.

Tunatanguliza shukrani zetu
KITUO CHA UWEKEZAJI TANZANIA

Abubakar Ndwata
Kny:MKURUGENZI MTENDAJI

Nakala.

Katibu Mkuu,
Ofisi ya Waziri Mkuu - Sera, Uratibu na Uwekezaji,
Mji wa Serikali Mtumba,
S.L.P 980,
40482 DODOMA.

*Just follow
closely.
you need to
visit bank.*

Mwenyekiti Mtendaji,
Mbasira Food Industries Limited,
S.L.P 77,
SUMBAWANGA.

Mkurugenzi,
Barka Milling Limited,
S.L.P 38,
SUMBAWANGA.

32

C-DIF
Tuendeleee kufuatilia.
Ag. Exo
19/12

JAMHURI YA MUUNGANO WA TANZANIA
WIZARA YA ARDHI, NYUMBA NA MAENDELEO YA MAKAZI

Simu: +255 26 2963311
Nukushi: +255 26 296 3315
Barua pepe: war@ardhi.go.tz
Tovuti: www.ardhi.go.tz



Mji wa Serikali Mtumba,
S. L. P. 2908,
40477 DODOMA.

Unapjibu tafadhari taja:

Kumb. Na. BA.14/156/01/59



2 Disemba, 2019

- ✓ Mkurugenzi Mtendaji
- Kituo cha Uwekezaji Tanzania (TIC)
- S.L.P 938
- **DAR ES SALAAM**

**YAH: MALALAMIKO YA KAMPUNI YA MBASIRA SOAP LIMIED
KUCHELEWESHA UIDHINISHAJI WA UHAMISHO WA MILKI YA KIWANJA
NA. 3-8 KITALU "MM" ENEO LA MALANGALI MANISPAA YA SUMBAWANGA**

Tafadhali, rejea barua yako yenye Kumb Na. TIC/PP.10/041611/31 ya tarehe 8 Novemba, 2019.

Tunakiri kupokea barua tajwa inayohusu Kampuni ya Mbasira Soap Ltd kucheleweshwa kuidhinishwa kwa uhamisho wa milki ya viwanja tajwa hapo juu.

Tumemtaarifu Kamishna wa Kanda ya Nyanda za Juu Kusini kwa barua yenye Kumb Na. BA.14/156/01/58 ya tarehe 29 Novemba, 2019 kufuatilia malalamiko hayo. Hivyo, tunaomba uwe na subira wakati Wizara inafanyia kazi malalamiko hayo na tutawasilisha kwako taatifa ya hatua zilizochukuliwa katika kupatia ufumbuzi suala hili.

Nashukuru kwa ushirikiano wako.

Wilson P. Luge
Kny: KATIBU MKUU

Nakala: Katibu Mkuu,
Ofisi ya Waziri Mkuu - Sera Uratibu na Uwekezaji,
2 Mtaa wa Relini,
S.L.P 980,
40482 DAR ES SALAAM

Mkuu wa Mkoa,
Mkoa wa Rukwa,
S.L.P 128,
SUMBAWANGA

Mwenyekiti Mtendaji,
Mbasira Food Industries Limited,
S.L.P 77,
SUMBAWANGA

Kamishna wa Ardhi Msaidizi,
Kanda ya Nyanda za Juu,
S.L.P 485,
MBEYA

Mkurugenzi,
Barka Milling Limited,
S.L.P 38,
SUMBAWANGA

JAMHURI YA MUUNGANO WA TANZANIA
OFISI YA WAZIRI MKUU
KITUO CHA UWEKEZAJI TANZANIA

Simu: Na. (255) 22 2116328 - 29
Nukushi:(255 - 22)- 2118253
Barua Pepe: information@tic.go.tz
Tovuti:www.tic.go.tz
Unapojibu Tafadhali taja:
TIC/PP.10/041611/31
Kumb Na:.....



Kiwanja Na. 9A & B
Mtaa wa Shabaan Robert
Sanduku la Barua 938
11410 - DAR ES SALAAM

08 Novemba, 2019

Kamishna wa Ardhi,
Wizara ya Ardhi, Nyumba na Maendeleo ya Makazi,
Mji wa Kiserikali,
Eneo la Mtumba,
S.L.P 2908,
40477 DODOMA.

**YAH: MALALAMIKO YA KAMPUNI YA MBASIRA SOAP LTD
KUCHELEWESHA UIDHINISHAJI WA UHAMISHO WA MILKI YA
KIWANJA NA.3 - 8 KITALU "MM" ENEO LA MALANGALI -
MANISPAA YA SUMBAWANGA**

Tafadhali rejea kichwa cha habari hapo juu.

Kituo cha Uwekezaji Tanzania(TIC) kimepokea barua ya malalamiko ya tarehe 17/06/2019 yenye Kumb.Na.MFI/TIC/SMB/05/2019 toka kwa Kampuni ya Mbasira Soap Limited kuhusiana na ucheweleshwaji wa uhamisho wa milki ya viwanja tajwa hapo juu kutoka Kampuni ya Barka Milling Company Limited kwenda Mbasira Soap Limited.

Kwa mujibu wa barua tajwa hapo juu, taratibu za awali za uhamisho wa viwanja hivi hazikuwahi kukamilika.

Uchunguzi wa awali uliofanywa na Kituo cha Uwekezaji Tanzania (TIC), umebaini kuwa, mauziano hayo hayakuwahi kupata kibali cha Kamishna wa Ardhi kwa mujibu wa fungu la 36 la Sheria ya Ardhi Na.4 ya 1999.

Hivyo kwa barua hii, tunawasilisha rasmi malalamiko ya Kampuni ya Mbasira Soap Limited kwa hatua zako stahiki kwa mujibu wa sheria.

Tunatanguliza shukrani zetu
KITUO CHA UWEKEZAJI TANZANIA

Geoffrey I. Mwambe
MKURUGENZI MTENDAJI

Nakala:

Katibu Mkuu,
Ofisi ya Waziri Mkuu – Sera, Uratibu na Uwekezaji,
2 Mtaa wa Reli,
S.L.P 980,
40480 **DAR ES SALAAM.**

Katibu Mkuu,
Wizara ya Ardhi, Nyumba na Maendeleo ya Makazi,
Mji wa Serikali Mtumba,
S.L.P 2908,
40477 **DODOMA.**

Mkuu wa Mkoa,
Mkoa wa Rukwa,
S.L.P 128,
SUMBAWANGA.

Mwenyekiti Mtendaji,
Mbasira Food Industries Limited,
S.L.P 77,
SUMBAWANGA.

Kamishna wa Ardhi Msaidizi,
Kanda ya Nyanda za Juu,
S.L.P 485,
MBEYA.

Mkurugenzi,
Barka Milling Limited,
S.L.P 38,
SUMBAWANGA.

MINUTE SHEET

30

DOKEZO
No.

Ag C-DIF

Yah; UCHELEWESHWAJI KUHUSIANA NA KUBADILISHA UMILIKI WA VIWANJA NA.3-8 KITALU 'MM' MALANGALI -MANISPAA YA SUMBAWANGA KATI YA KAMPUNI YA BARKA MILLING LTD & MBASIRA SOAP LTD.

1.0 UTANGULIZI.

Tafadhali rejea barua ya tarehe 17/06/2019 yenye Kumb.Na.MFI/TIC/SMB/05/2019 kutoka Kampuni ya Mbasira Food Industries ambapo waliomba usaidizi wa Kituo cha Uwekezaji Tanzania kutoka na ucheleweshwaji wa uhamishaji wa milki ya viwanja tajwa hapo juu.

Nimepitia barua tajwa hapo juu na kubaini kuwa;

- i. Umiliki wa viwanja hivi bado upo kwa M/S Barka Milling Limited na ndio wanaotambulika katika Ofisi za Ardhi Manispaa ya Sumbawanga.
- ii. Taratibu za kuhamisha milki ya viwanja hivi kwenda kwa jina la Mbasira Soap Limited hazikukamilika kati ya Mbasira Food Industries Ltd na Barka Milling Ltd. Kutokukamilishwa huko hakuhusiani na ofisi za ardhi bali ni maelewano kati ya Kampuni hizi mbili.
- iii. Mbasira Food Industries Ltd wameeleza kuwa wameleta suala hili kutokana na kuwa Barka Milling Ltd ni Kampuni ya Wageni kutoka Oman hivyo walistahili kupitia Kituo cha Uwekezaji Tanzania(TIC) badala ya kupewa umiliki moja kwa moja.
- iv. Tayari kwenye kiwanja hiki kuna maendelezo ya kudumu i.e kiwanda kinafanya kazi (*operation*)

MINUTE SHEET

DOKEZO
No.

2.0 UCHAMBUZI;

Kutokana na maelezo ya barua ya Mbasira Food Industries Limited naona kuwa;

- i. Suala hili limewahi kuja TIC kabla halijamalizwa kushughulikiwa katika level ya Wizara ya Ardhi, Nyumba na Maendeleo ya Makazi kwa mujibu wa sheria –Kamishna wa Ardhi Msaidizi Kanda ya Nyanda za Juu (Mbeya).
- ii. Kimsingi huu ni mkataba wa kisheria baina ya Barka Milling Limited na Mbasira Food Industries Ltd hivyo kama kuna ukiukwaji wa mkataba basi mchakato wa kisheria unatakiwa kuchukua mkondo wake.
- iii. Suala la mgeni kutoka Oman kumiliki ardhi moja kwa moja bila kupitia TIC bado lipo mikononi mwa Kamishna wa Ardhi na TIC kama mdau huja baadae baada ya Kamishna wa Ardhi ameondoa tatizo hili (i.e *Commissioner for Lands has cleared any encumbrances before the land has been granted to TIC for investment purposes*).

3.0 USHAURI.

Mbasira Food Industries Ltd washauriwe kufanya yafuatayo;

- i. Waelekeze malalamiko yao kwa Kamishna wa Ardhi Mbeya kwa utatauzi wa suala hili kiutawala AU
- ii. Waelekeze suala hili kwenye vyombo vya kisheria (Mahakamani) ili maamuzi yafanyike kuwa ni nani mmiliki sahihi.

Naomba kuwasilisha,



PLO

21/06/2019



MBASIRA FOOD INDUSTRIES LTD

34

Dealers in:- **Cash crops from village warehouse, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, SunflowerSeed Cake, Maize, Soap and Farm Products**
Tel: 028 2762811, Mob: 0754 282638/ 0787 130113/0754 443536 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

KUMB: MFI/TIC/2021/06

Mkurugenzi Mkuu,
Kituo cha Uwekezaji, ✓
S.L.P. 938,
DAR ES SALAAM.



22/06/2021

**YAH: OMBI LA KUTATULIWA KWA VIKWAZO VYA UWEKEZAJI
KATIKA MKOA WA RUKWA.**

Rejea mada tajwa hapo juu.

Sisi ni wawekezaji wa Kitanzania, tumenunua Kiwanda cha kuzalisha Unga toka kwa Mwekezaji wa Kigeni **BARKA MILLING LTD**, Kwa Mkopo toka SFC ya Mauritius.

Tangu tumenunua Kiwanda hiki tumekuwa tunakabiliana na changamoto za kukatiwa umeme kwa amri ya Meneja wa **TANESCO** Mkoa bila sababu.

Kwa barua hii tunaomba mamlaka yako iingilie kati suala hili kama ifuatavyo:-

- (i) Tunaomba turudishiwe Umeme ili tuanze uzalishaji kisha kama kuna madeni ya mmiliki wa kwanza tualipe baada ya kuzalisha na kufanya biashara.
- (ii) Kwa kuanza uzalishaji tutatoa ajira 100 za watanzania ambazo zimesimama.
- (iii) Uzalishaji uwezeshe kodi mbalimbali za serikali kulipwa.
- (iv) Wakulima wa mahindi wapate soko la uhakika.

Naambatanisha maelezo ya kina kuhusu uwekezaji na changamoto mbalimbali katika mradi huo.

Nitashukuru ofisi yako ikipatia ufumbuzi suala hili.

Wako katika Ujenzi wa Taifa.

MBASIRA FOOD INDUSTRIES LTD.
22 JUN 2021
P. O. Box 77
SUMBAWANGA - RUKWA
Ramadhan S. Balukuli
Mwenyekiti Mtendaji

JAMHURI YA MUUNGANO WA TANZANIA
OFISI YA WAZIRI MKUU

Anwani ya Simu: "WAZIRIMKUU"
Simu Na.: 026-2322480
Nukushi Na.: 026-2324534
Barua pepe: ps@pmo.go.tz
Unapojibu tafadhali taja:



Sera, Uratibu, na Bunge,
Mji wa Serikali, Mtumba,
S. L.P. 980,
40480 DODOMA.

Kumb. Na. JB.444/662/01/165

10 Desemba, 2020

Katibu Mkuu,
Wizara ya Nishati,
Mji wa Serikali, Mtumba,
S.L.P.422,
40474 DODOMA.

Yah: **VIKWAZO KATIKA UWEKEZAJI MKOA WA RUKWA**
(MENEJA WA TANESCO MKOA)

Tafadhali rejea somo tajwa hapo juu.

2. Ofisi ya Waziri Mkuu imepokea barua kutoka kwa Mwenyekiti Mtendaji wa Kampuni ya *Mbasira Food Industries Ltd* kuhusu malalamiko ya kukatiwa umeme katika kiwanda chao. Kwa mujibu wa barua hiyo, kiwanda kiliingia mkataba na TANESCO wa kulipa deni la umeme la kampuni ya *Barka Milling Ltd* ambayo ilikuwa inamiki kiwanda hicho hapo awali. Makubaliano hayo yalikuwa ni kulipa deni hilo kwa awamu hadi mwezi Desemba, 2020.
3. Tunawasilisha kwako suala hili kwa ajili ya ufuatiliaji na hatua zaidi.
4. Pamoja na barua hii, tunaambatisha nakala ya barua husika kwa urahisi wa rejea.
5. Tunashukuru kwa ushirikiano.


A. R. Mbwasi
Kny: KATIBU MKUU

Nakala Mkurugenzi Mkuu,
S.L.P 453,
Shirika la Umeme Tanzania (TANESCO),
DAR ES SALAAM.

Mkurugenzi Mtendaji,
Kituo cha Uwekezaji Tanzania (TIC),
Mtaa wa Shaaban Robert,
S.L.P. 938,
DAR ES SALAAM. (Kwa Ufuatiliaji)

Mwenyekiti Mtendaji,
Mbasira Food Industries,
S.L.P 77,
SUMBAWANGA.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, SunflowerSeed Cake, Maize, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0787 130113/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4, 5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

MAUGURA - MASASI

BRANCH
Maugura Village
P. O. Box 50, Masasi

05/12/2020

Kumb.Na. MFI/KM/ 001/2020

Katibu Mkuu
Ofisi ya Waziri Mkuu (Sera, Uratibu na Uwekezaji)
S.L.P 980
Dodoma.

YAH: VIKWAZO KATIKA UWEKEZAJI MKOA WA RUKWA (MENEJA WA TANESCO MKOA)

Rejea mada tajwa juu,

Kampuni yetu imenunua kiwanda cha kusindika Unga wa Sembe na Dona kutoka kampuni ya BARKA MLLING LTD, kwa mkopo toka SFC ya Mauritius, kiwanda kipo Mtaa wa Kilimahewa, Kata ya Malangalali, Manispaa ya Sumbawanga.

Tumekuwa tunakabiliana na changamoto mbalimbali katika kufanya biashara mkoani hapa kinyume na sera, mikakati na mwelekeo wa serikali yetu ya awamu ya tano.

Kwa barua hii naomba Mhe. Katibu Mkuu nieleze usumbufu tunaopata toka kwa Meneja wa TANESCO- Mkoa wa Rukwa kwa kukatiwa umeme mara kwa mara kinyume na utaratibu kama ifuatavyo:-

Kwamba sisi ni wamiliki wapya wa kiwanda, mnamo tarehe 9/10/2020 tulienda kujitambulisha na kujua utaratibu wa kubadilisha jina la mtumiaji (Account Username) kwa Meneja wa TANESCO Mkoa, baada ya kikao hicho tulikubaliana yafuatayo:-

- I. Tuandike barua ya kuomba kubadilisha jina la mtumiaji na tulipe deni la mmiliki wa awali kiasi cha Milioni Mbili kila mwezi na kuwa December 2020 deni lililobaki kampuni yetu isaidie kumbana mmiliki wa mwanzo kulipa deni lote. (Naambatanisha barua hiyo na uthibitisho wa malipo ya October 9, 2020 na November 27, 2020)

Pamoja na kutimiza masharti ya makubaliano ya kikao cha tarehe 9/10/2020, cha kushangaza tulikatiwa umeme kiwandani tarehe 29/10/2020 tulipompigia simu na kuuliza kwanini anavunja makubaliano, akarejesha umeme, na mnamo tarehe 23/11/2020 akakata umeme tena hadi sasa haujarejeshwa, tulipompigia simu alisema kwa vitisho kuwa "hujui mimi ni Meneja wa Mkoa" nimetuma wakate umeme.

Tuna mkopo wa USD 4,000,000, kutoka SFC FINANCE LTD ya Mauritius uliosajiliwa na Benki Kuu kwa Debt Record Number (DRN) 2020039, ukisimamiwa na Benki ya Kizalendo ya Azania.

Kutokana na usumbufu huu wa kukatiwa umeme bila utaratibu tutapata madhara makubwa ikiwemo:-

All correspondence should be addressed to the Executive Chairman

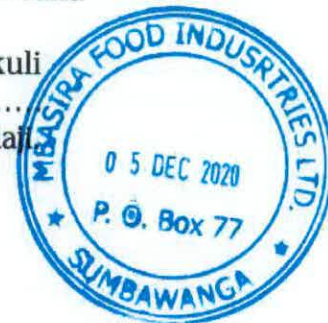
- I. Kushindwa kuzalisha kulingana na mahitaji ya wateja wetu
- II. Kuhatarisha ajira za watanzania wapatao 100, ajira za moja kwa moja na watanzania 30,000 tunaonunua mahindi yao Songea, Songwe na Rukwa kukosa soko la mazao yao
- III. Kodi mbali mbali za serikali kupotea kwa ubabe wa Afisa Mmoja katika serikali inayojali na kuimarisha uchumi wa Viwanda

Kwa barua hii, naomba Meneja wa TANESCO Mkoa wa Rukwa afuate maadili ya kazi ya kutoa huduma siyo ubabe ili mazingira ya biashara na uzalishaji yatabirike kwa maslahi ya nchi yetu.

Wako katika ujenzi wa Taifa

Ramadhan S. Balukuli

Mwenyekiti Mtendaji





MBASIRA FOOD INDUSTRIES LTD

Dealers in: Cash crops from village warehouses, Cotton Cake, Sunflower Oil, Cashew nut, Sesame Seeds, Pigeon Peas, Chick Peas, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Maize, Soap and Farm Products
Tel: 028 2762811, Mob: 0754 282638/0754 443536/ 0787 130113/ Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4, 5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

**MAUGURA - MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

MBASIRA FOOD INDUSTRIES LTD,
P.O.BOX 77,
SUMBAWANGA.

21.10.2020

Reference No. *MFI/TANESCO/ 2020/01.*

To,
REGIONAL MANAGER,
TANZANIA ELECTRIC SUPPLY COMPANY LTD,
P.O.BOX 360.
SUMBAWANGA - RUKWA.

**RE:REQUEST FOR CHANGE OF ACCOUNT USER NAME AND INSTALMENT
PAYMENT OF TSHS 11,672,584.54**

Reference is made from the above captioned subject matter and the discussion in your office on 9/10/2020.

We MBASIRA FOOD INDUSTRIES LTD of P.O.BOX 77 Malangali plot no.MM BLOCK 4,5 Sumbawanga, Rukwa have acquired the said factory from M/S BARKA MILLING LTD of P.O.BOX 391 Sumbawanga, Rukwa (find attached the sales agreement). Here by request for change of consumer name from BARKA MILLING LTD to MBASIRA FOOD INDUSTRIES LTD on Account No.00037522.

Secondly, We commit to pay the outstanding amount by instalment of 2,000,000/=(Two Million Only) every month starting on 9/10/2020 (see attached document) and on December the whole balance shall be settled.

Together with this letter, Business license attached

Regards

Noel C. Kwai
Managing Director

Received by Beatrice Kilosa (T. 476) on 21/10/2020

TANZANIA ELECTRIC SUPPLY COMPANY LIMITED

Date of invoice

05/01/2021

HEAD OFFICE
P.O. Box 9024
Telephone 111041/8
Telegrams "Tanesco"
DAR ES SALAAM
TANZANIA



M/S BARKA MILLING LTD
P O BOX 391
SUMBAWANGA



TAX INVOICE

Tumepokea fedha
Ilyochapwa havo chini
Received the sum here stated
in printed figures

Tarehe iliyosomwa / Meter Reading Date
Ref: V56.28.01001
01/01/2021

PREMISES AT MALANGALI
Prop Ref: V56.28.01001

Code: 00

Ust Ref: 00037522 Cust Ref: 00037522

METER NUMBER KWH WA SASA / PRESENT ULIOPITA PREVIOUS MATUMIZI / UNITS CONS Recpts: Meter Number KVA Usomaji wa KVA READING	209420476 96589 95736 853 0.00 209420476 157	Adj: 0.00	GHARAMA YA KWH KWH CHARGE Gharama ya KVA KVA Charge VRN 0.00 TIN 100-183-47	2 166,335.00 2,355,628.00 14,233.00 557,963.12
Idadi iliyobaki / Balance Bina (Dobol) 4,986,146.00 This Month Interest (VAT INCI):	0.00		Jumla ya Fedha / Total Amount Due 3,094,159.12	18,080,325.75

991032293796

SEE OVERLEAF FOR NOTES



FOR BANK'S USE
(KWA MATUMIZI YA BENKI)



CRDB BANK PLC
CASH DEPOSIT/WITHDRAWAL FORM
FOMU YA KUWEKA/KUTOA FEDHA TASLIM

Date/Tarehe

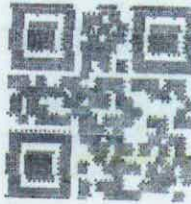
Branch/Tawi

2020-10-09 12:03:03
Account Number
Namba ya Akaunti

SUMBAWANGA
Account Holder's Name
Jina la Mwenye Akaunti

D150043011128

TANZANIA ELECTRIC SUP. CO LTD



Deposit/Withdrawal
Kuweka/Kutoa

Amount and Currency
Kiasi na aina ya Fedha

CRDB PAYMENTS

2,000,000.00 TZS CR

Transaction No.

Teller ID

FB19801602234192

Rebecca Nambela

Name: M/S BARKA MILLING LTD

Signature/Sahihi:

Mobile: 0

Bill No: 991032109286

Provider: Tanzania Electric Supply Company Limited

Customer/Mteja

Teller/Mhasibu Fedha

Description: Bill Number 116

M/S BARKA MILLING LTD



This receipt will be valid only if printed, signed by the customer, counter signed and stamped by the teller

FOR BANK'S USE
(KWA MATUMIZI YA BENKI)



CRDB BANK PLC
CASH DEPOSIT/WITHDRAWAL FORM
FOMU YA KUWEKA/KUTOA FEDHA TASLIM

Date/Tarehe
2020-11-27 15:18:02

Branch/Tawi
AZIKIWE PREMIER

Account Number
Namba ya Akaunti

Account Holder's Name
Jina la Mwenye Akaunti

0150043011126

TANZANIA ELECTRIC SUP. CO LTD



Deposit/Withdrawal
Kuweka/Kutoa
GePG PAYMENTS

Amount and Currency
Kiasi na aina ya Fedha
2,000,000.00 TZS CR

Transaction No.
FB00161608479658

Teller LD
Heykal Tumbao

Name: M/S BARKA MILLING LTD

Mobile: 0754282638

Bill No: 991032168258

Signature/Sahibu

Provider: Tanzania Electric Supply Company Limited

Email:

Description: Bill Number 117

Customer/Mteja



This receipt will be valid **only** if printed, signed by the customer, countersigned and stamped by the teller.

----- Instance Type and Transmission -----

Original received from SWIFT
Priority : Normal
Message Output Reference : 1057 200904AZANTZTZAXXX5794310429
Correspondent Input Reference : 1057 200904CORUTZTZAXXX8942009947

----- Message Header -----

Swift Output : FIN 202 General Fin Inst Transfer
Sender : CORUTZTZXXX
CRDB BANK PLC
DAR ES SALAAM TZ
Receiver : AZANTZTZXXX
AZANIA BANK LIMITED
DAR ES SALAAM TZ
UETR : dde959a2-d36f-497b-966a-2e6e22602864
FIN Copy Service : TIS

----- Message Text -----

20: Transaction Reference Number
CM10320L21096K
21: Related Reference
001FTOD202480004
32A: Value Date, Currency Code, Amt
Date : 04 September 2020
Currency : USD (US DOLLAR)
Amount : #1216431,00#
52A: Ordering Institution - FI BIC
CORUTZTZ
CRDB BANK PLC
DAR ES SALAAM TZ
58A: Beneficiary Institution - FI BIC
AZANTZTZ
AZANIA BANK LIMITED
DAR ES SALAAM TZ
72: Sender to Receiver Information
/BNF/RTN MT103 VDATE 200904
//QUOTE REF 001FTOD202480004
//ACCOUNT DOES NOT EXISTS

----- Message Trailer -----

{CHK:9E7E767C1A59}
PKI Signature: MAC & PAC-Equivalent

----- Instance Type and Transmission -----
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1047 200904AZANTZTZAXXX5794221551

----- Message Header -----
Swift Input : FIN 103 Single Customer Credit Transfer
Sender : AZANTZTZXXX
AZANIA BANK LIMITED
DAR ES SALAAM TZ
Receiver : CORUTZTZXXX
CRDB BANK PLC
DAR ES SALAAM TZ
MUR : 001MSOG20248001L Banking Priority : NNNN
UETR : 761638a3-61a3-42da-b51a-f8bf783ab521
FIN Copy Service : TIS

----- Message Text -----
20: Sender's Reference
001FTOD202480004
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settlid Amt
Date : 04 September 2020
Currency : USD (US DOLLAR)
Amount : #1216431,#
33B: Currency/Instructed Amount
Currency : USD (US DOLLAR)
Amount : #1216431,#
50K: Ordering Customer-Name & Address
/016010000313
MBASIRA FOOD INDUSTRIES LIMITED
PO BOX 1394
MTAA WA IBINZAMATA
SHINYANGA MJINI
59: Beneficiary Customer-Name & Addr
/01J069118400
BARKA MILLING COMPANY LIMITED
70: Remittance Information
/RFB/PURCHASE OF MILLING
FACTORY PLOTS
71A: Details of Charges
OUR

----- Message Trailer -----
(CHK:770696EAA072)
PKI Signature: MAC & PAC-Equivalent

----- Interventions -----
Category : Network Report
Creation Time : 04/09/20 10:47:00
Application : SWIFT Interface
Operator : SYSTEM
Text
[1:F21AZANTZTZAXXX5794221551]{4:[177:2009041047]}{451:0}{108:001MSOG20248001L}]



**CONTRACT FOR THE SALE OF TANZANIAN BREAK FAST MEALIE
MEAL 10,000 MT**

CONTRACT No. GPADZM/MBASIRATZ/MAIZE MEAL - 2020/12

BETWEEN

MBASIRA FOOD INDUSTRIES LIMITED

Plot No. 4&5, Block MM Kilimahewa Street, Malangali Ward,
P.O.Box 77, Sumbawanga Municipality, Rukwa Region, Tanzania.

Mobile : +255 754282638/

Email : mbasira2001@yahoo.com

AND

GLOBAL PARTNERSHIP FOR AFRICA DEVELOPMENT LTD

(GPAD) OF

FARMERS HOUSE, 3rd FLOOR, ROOMS 5, CENTRAL PARK, CAIRO ROAD
P.O. BOX 37003 LUSAKA, ZAMBIA.

Mobile: +260971077200/ +260953135033

E-mail: globalpartnership@rocketmail.com

December 10, 2020



**CONTRACT FOR THE SALE OF 10,000 METRIC TONS OF
TANZANIAN BREAK FAST MEALIE MEAL BETWEEN GLOBAL
PARTNERSHIP FOR AFRICA DEVELOPMENT LIMITED AND
MBASIRA FOOD INDUSTRIES LIMITED.**

This contract dated the 9TH day of December 2020 between **MBASIRA FOOD INDUSTRIES LIMITED** a company incorporated under the Companies Act of the United Republic of Tanzania, **Represented by Mr. Ramadhan S. Balukuli** of Plot No. 4&5, Block MM Kilimahewa Street, Malangali Ward, P.O.Box 77, Sumbawanga Manicipality, Rukwa Region, Tanzania. Mobile : +255 754282638/
Email : mbasira2001@yahoo.com on the one part referred to as "**Supplier**".

And

GLOBAL PARTNERSHIP FOR AFRICA DEVELOPMENT LIMITED (GPAD) a company incorporated under the companies Act Chapter 388 of the Laws of Zambia and whose registered office is Farmers House, 3rd floor, Rooms 5, Central Park Cairo Road, Lusaka Zambia Represented by the **Executive Board Chairman, Mr. Edward C. Nsama** (hereinafter referred to as the '**Buyer**') of other part

WHEREAS The Supplier has agreed to sell and the Purchaser has agreed to buy **10,000 metric tons of Tanzanian Break Fast Mealie Meal** upon the terms agreed to in this Contract.

WHEREAS the parties herein have further AGREED that:

- a) The subject matter of this Contract which is **Tanzanian Break Fast Mealie Meal** is fit in all aspects for human consumption and shall be used for Food.
- b) The said Mealie Meal shall be on transit to the Democratic Republic of Congo (DRC) and is not intended for sale in the territorial jurisdiction of the Republic of Zambia under any circumstances.

The following are terms and conditions of this contract of sale:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

DEFINITIONS

In this contract unless the context otherwise requires-

1. "**Contract**" means the agreement entered into between the purchasers and the supplier as recorded in the contract signed by the parties including all



attachments and appendices thereto and all documents incorporated by the reference therein :

2. "**Contract price**" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

INTERPRETATION

The headings in the contract are for reference only and shall not be used in its interpretation.

3. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the United Republic of Tanzania. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Zambia or any other courts in SADC countries.

4. GOVERNANCE LANGUAGE

The contract shall be written in English, all correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in English as the language of contract for both parties.

5. CONTRACT DURATION

This contract shall take effect once the last signatory has appended his signature which for the avoidance of doubt for the **Mbasira Food Industries Limited** Executive Chairman of the **Supplier** and the Executive Board Chairman of the **Buyer** and the contract shall continue being in effect for the period of **Six Months (6)** subject to review on daily basis due to fluctuations in commodity prices as well as other factors affecting business. The total truckloads to be delivered per week shall start with Twenty One (21) truckloads in the first week.

Mbasira Food Industries Ltd shall facilitate all export documents once the payment arrangements for the **Breakfast Mealie Meal** has been effected as agreed per loading order. Whereas GPAD shall be responsible for facilitating the Import Permits from the Democratic Republic of Congo and Transit Permits from Zambian Government.

6. PURCHASE PRICE AND DESCRIPTION



The **Mbasira Food Industries Ltd** shall supply **Ten Thousand Metric tons (10,000 MT)** of **Tanzanian Break Fast Mealie Meal** from the **2019-2020** Crop Marketing Season (hereinafter called the goods) Ex-Factory price at Malangali, Sumbawanga Milling Plant. The initial tonnage in this Contract is **Ten Thousand Metric Tons (10,000 MT)** at the unit price of **Three Hundred and Forty United States Dollars (USD 340.00)** per MT Ex-Factory.

7. CONTRACT VALUE

The contract is for total sum of **Three Million, Four Hundred Thousand United States Dollars (USD 3,400,000.00)** (hereinafter referred to as the contract price). This price does not include payment for export documents and Transportation of Mealie Meal up to its destination.

8. COUNTRY OF ORGIN

- 8.1. All the goods supplied under this contract shall have its origin in the **United Republic of Tanzania.**
- 8.2. For purposes of this clause "origin means the place where the goods were produced".

9. TECHNICAL SPECIFICATIONS AND STANDARDS

The Mealie Meal supplied under this contract shall conform to the Maize that will meet the following technical specifications and standards as follows:

SN	CHARACTERISTICS OF GRADE A MAIZE	MAXIMUM LIMITS
		GRADE 1
1	Moisture, % m/m	13.5
2	Foreign/ Extraneous matter, % m/m	0.5
3	Inorganic matter, % m/m	0.25
4	Filth, % m/m	0.10
5	Contrasting colours, % m/m	2.0
6	Other edible grains	0.5
7	Discolored grains, % m/m	0.5
8	Diseased (rotten and mouldy) grains, % m/m	2.0
9	Pest damaged grains, % m/m	1.0
10	Immature and shriveled/shrunk grains, %m/m	1.0
11	Broken kernels, % m/m	2.0
12	Total defective/ damaged grains, % m/m	4.6

Mycotoxin limits in maize grains

Mycotoxin	Maximum limits
Total aflatoxin (ppb)	3.5
Aflatoxin B1(ppb)	2
DON (ppm)	0.2
Fumonisin (ppm)	2

The Goods should without fail be certified **GMO FREE or NON-GMO** by an internationally recognized laboratory acceptable to the Purchaser.

10. PACKAGING

- 10.1 The goods shall be packed in 25kg net woven polypropylene ultraviolet treated bags at no cost to the Purchaser.
- 10.2 The Supplier shall provide packaging material of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.
- 10.3 The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.
- 10.4 Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

10. PAYMENT TERMS

- 11.1 Upon verification of stocks and documents as follows; Commercial Invoice, Export and Transit permits, Phytosanitary Certificates, Fumigation Certificates, and the Buyer shall make **payment in full not exceeding Two Thousand Metric Tons per Month(2000 MT) at Mbasira Food Industries Ltd Factory located at Malangali-Sumbawanga** before the goods are loaded on the Trucks. This price is subject to change as determined by the Market forces
- 11.2 The currency in which payment shall be made to the Supplier under this contract shall be **United States Dollars by Telegraphic Transfer (TT) or cash deposit into Mbasira Food Industries Ltd Bank Account.**
- 11.3 **Mbasira Food Industries Ltd** shall inform **GPAD** on the preparations for the uplifting of the Mealie Meal from the storage facility for the goods to be loaded.




- 11.4 Loading orders once issued by **Mbasira Food Industries Ltd** shall be communicated immediately to **Global Partnership for Africa Development (GPAD)**, for preparation of transport facilities for the consignment to be loaded.
- 11.5 Payment will be by Telegraphic Funds Transfer or cash deposit to **Mbasira Food Industries Ltd Bank Account** and the Transmission / Deposit Slip scanned and sent to the Seller immediately.
- 11.6 The following are the Bank Detail for **Mbasira Food Industries Ltd**:
Account details:
Bank Name: Azania Bank Limited
Branch Name: Tunduma Branch
Account Name: Mbasira Food Industries Limited
Account Number: 016010000313
Account Type: US \$ Current Account
Swift Code: AZANTZTZ

11. TITLE

Title and Ownership of the goods shall be transferred to the Purchaser upon signing the delivery notes and issuance of Goods Received Notes (GRN).

12. INSPECTIONS AND TESTS.

The Purchaser or its representatives shall have the right to inspect and / or to test the goods to confirm their conformity to the contract specifications at its own cost at Milling Plant at Sumbawanga. The Purchaser shall notify the Supplier in writing in a timely manner, of the identity of any representative sent for these purposes.

The inspections and tests shall be conducted on the premises of the Supplier at point of loading. All reasonable facilities and assistants, data, shall be furnished to the inspectors at no charge to the Supplier.

13. CONFIDENTIALITY.

The Supplier and the Purchaser hereby undertake to the other to:

- 13.1. Keep confidential all confidential information belonging to the other.



- 13.2. Treat confidentially all information belonging to the other with the same degree of care that it uses for its own confidential information.
- 13.3. Not without the prior written consent of the other, disclose the contract or information of any provision thereof or any information, specifications, sample or information furnished by all on behalf of the supplier in connection there with to any person other than the person employed by the Purchaser, or its principles in the performance of the contract. Disclosure to any such person employed shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 13.4. Any document, other than the contract itself, enumerated in this clause 13 shall remain the property of the Supplier and all copies of the document shall be returned to the Supplier on completion of the performance under the contract if so required by the Supplier.

14. TRANSPORTATION.

The **Buyer** shall pay for the costs of transportation of the goods from the Sellers storage facilities up to the Purchaser's designated storage facilities in the Democratic Republic of Congo.

16. LOADING.

The Supplier shall be responsible for loading the goods from its storage facilities.

17. PRICES FOR INCIDENTAL SERVICES.

Prices charged by the Supplier for incidental services, if not included in the contract, shall be agreed upon in advance by the parties. Incidental may include such cost as sales and other taxes payable if contract is awarded.

18. ASSIGNMENT

Neither party shall be entitled to cede, assign, transfer or make over any of their rights and obligations under this contract without obtaining the prior written consent of the other party which shall not be unreasonably withheld.

19. INSURANCE

The Purchaser shall be responsible for insuring the goods up to the destination from the storage facility.

20. EXPORT DOCUMENTS



The **Mbasira Food Industries Limited** shall provide all necessary export documents which shall include Pre-clearance certificates from the United Republic of Tanzania side.

GPAD shall be responsible for obtaining Transit permits from the Government of the Republic of Zambia.

21. AMENDMENTS OF CONTRACT.

No amendments, variations, modification or additions to this contract shall be of any force or effects unless in writing and signed by the duly authorized representatives of the Supplier and the Purchaser respectively.

22. BREACH OF CONTRACT.

Should either party fail to fulfill the terms of the uplifting or delivery, agreed hereto or breach any other of its obligations under this contract and without prejudice to any other rights, which each party may have under the law the Supplier or Purchaser may:

- a. Give the other party notice in writing of the breach and call on the defaulting party to rectify the breach within 7 days of receipt of the notice failure to which the aggrieved party may claim damages.
- b. According to this Contract, when The Buyer makes upfront payment, The Seller shall be entitled to use the payment only for the production of the quantity agreed in this Contract.

23. TERMINATION OF CONTRACT.

This contract may be terminated by either party giving 14 days' notice in writing. Notwithstanding the provision of sub clause 12.1 above the Supplier may by 14 days written notice to the Purchaser terminate this contract upon happening of any of the following events:

- 22.1. If the Supplier is bankrupt or has wound up or is placed under receivership or makes any composition of its creditors; so will it be for the Purchaser too.
- 22.2. If the Purchaser attempts or purports to assign or transfer this agreement in breach of clause 7.
- 22.3. If the Supplier fails to supply goods or don't have the right from the United Republic of Tanzanian Government to export goods to DRC.
- 22.4. If the supplier attempts or purports to assign or transfer this agreement in breach of clause 7
- 22.5. Should the Purchaser or the supplier fail to fulfill the terms of agreement hereto in terms of clause 3 above or breach any other of its obligations under this contract the Supplier or the purchaser shall have the right to

terminate the contract in addition to and without prejudice to any other rights which it may or under the law of this contract.

22.6. Termination of this contract shall not affect the rights and liabilities of either party subsisting at the date of termination.

24. DISPUTE RESOLUTION

The Supplier and the Purchaser shall make every effort to resolve disputes amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.

If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days, either party may refer such dispute or difference to Arbitration which shall be conducted in accordance with the Arbitration Act of the Laws of The United Republic of Tanzania and the decisions of the arbitration panel shall be binding on the parties.

The seat of Arbitration shall be Dar es Salaam, Tanzania.

25. ENTIRE AGREEMENT

This Agreement shall constitute the whole of the terms agreed between the parties hereto in respect of the subject matter of this Agreement provided that nothing in this Agreement shall limit a part of the Contract and include:

- (i) Form of Contract:
- (ii) The Purchaser's application:
- (iii) Letter of Acceptance: and
- (iv) Any other document listed in the Contract as forming part of the Contract.

26. NO PARTNERSHIP

Nothing in this Agreement shall constitute or be deemed to constitute a partnership. Agency or joint venture between the parties hereto or constitute or be deemed to constitute either party the agent of the other for any purpose whatsoever and neither party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other.

27. WAIVER

Unless otherwise agreed in writing no failure by either party to exercise any right or remedy available to hereunder nor any delay so to exercise any such right to remedy shall operate as a waiver of it nor shall any single or partial exercise thereof be agent of the other for any right or remedy, preclude any other or further exercise thereof any other right or remedy.

28. FRAUD AND CORRUPTION



If the Supplier determines that the Purchaser or any of its personal, agents, subcontractors, sub consultants, service providers, Suppliers or their employees have engaged in corrupt, fraudulent, collusive or coercive practice in executing the Contract the Supplier may, after 14 days' notice to the Purchaser, terminate the Contract.

So will it for the Buyer against the Supplier too.

For the purposes of this paragraph:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the execution of the contract:
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Supplier: and
- (iii) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of a contract.

29. SURVIVAL

The provision relating to liability, confidentiality and dispute settlement contained in this Contract shall survive the termination or expiry of the Contract.

30. TERMS OF THE CONTRACT

This contract shall remain in full force and effect until the obligations of each party to exchange funds for the Mealie Meal have been totally fulfilled, including any mutually agreed extensions and / or renewals of this contract. This contract shall be binding upon the parties, their Principal successors, Heirs, Assigns, Attorneys, Agents and any other party that delivers or claims benefits from, or becomes involved with this contract or its subject matter.



SIGNED ON BEHALF OF MBASIRA FOOD INDUSTRIES LIMITED

NAME: **RAMADHAN S. BALUKULI**

POSITION: **EXECUTIVE CHAIRMAN**

SIGNATURE: 

DATE: 10.12.2020



WITNESSED BY:

NAME: **SYLIVERY BUYAGA KINYA**

POSITION: **DIRECTOR OF MARKETING**

SIGNATURE: 

DATE: 10.12.2020

SIGNED ON BEHALF OF GLOBAL PARTNERSHIP FOR AFRICA DEVELOPMENT LIMITED

NAME: **EDWARD C. NSAMA**

POSITION: **EXECUTIVE BOARD CHAIRMAN**

SIGNATURE: 

DATE: 10.12.2020



WITNESSED BY:

NAME: **FARZANA ALLY ABNOW**

POSITION: **WAREHOUSE MANAGER**

SIGNATURE: 

DATE: 10.12.2020



----- Instance Type and Transmission -----
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 2031 200902AZANTZTZAXXX5792221377

----- Message Header -----
Swift Input : FIN 103 Single Customer Credit Transfer
Sender : AZANTZTZXXX
AZANIA BANK LIMITED
DAR ES SALAAM TZ
Receiver : TARATZTZXXX
TANZANIA REVENUE AUTHORITY
DAR ES SALAAM TZ
UETR : edc3c025-37df-49ea-96f2-98955756942e
FIN Copy Service : TIS

----- Message Text -----
20: Sender's Reference
999GEPL202460503
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settlid Amt
Date : 02 September 2020
Currency : TZS (TANZANIAN SHILLING)
Amount : #514208744.00#
50K: Ordering Customer-Name & Address
/021000005608
BARKA MILLING CO LIMITED
57A: Account With Institution - FI BIC
TARATZTZ
TANZANIA REVENUE AUTHORITY
DAR ES SALAAM TZ
59: Beneficiary Customer-Name & Addr
/9921134701
TRA CDR Commissioner for Domestic
70: Remittance Information
/ROC/998420040227
71A: Details of Charges
SHA
72: Sender to Receiver Information
/REC/GEPP

----- Message Trailer -----
{CHK:66861BED7D7A}
PKI Signature: MAC & PAC-Equivalent

----- Interventions -----
Category : Network Report
Creation Time : 02/09/20 20:30:53
Application : SWIFT Interface
Operator : SYSTEM
Text
{1:F21AZANTZTZAXXX5792221377}{4:{177:2009022031}{451:0}}



Control No: 998420040227



TANZANIA REVENUE AUTHORITY

Commissioner for Domestic Revenue Department

Order Form for Electronic Funds Transfer to Bank of Tanzania

Name of Account Holder(s): MBASIRA FOOD
 Bank Account Number: *USD NY 016010000313*
 Name of Commercial Bank: AZANIA BANK LTD
 Mobile Phone: 0754262638

Please transfer from my/our account the amount of TZS 514,208,744.00
 Amount in Words: Five Hundred Fourteen Million Two Hundred Eight Thousand Seven Hundred Forty Four Only

Value Date: 31/08/2020 00:00:00
 To: Commissioner for Domestic Revenue Department
 Tanzania Revenue Authority
 Bank of Tanzania

Account Number: 9921134701
 SWIFT Code: TANZTZX

Details of Payment (field 70 of MT103): 998420040227
 Taxpayer TIN: 110630441

TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

BARKA MILLING CO. LIMITED

C14310156A471910056Y2018D444430978
 511610127A42298889Y2018D444430226



Signature *[Signature]* Date *2.9.20.20*
 Signature *[Signature]* Date *2.9.20.20*

Bank use only
 Reference number

- Note to Commercial Bank:**
1. Please capture the above information correctly.
 2. Field 70 of MT103 carries a payment control number, must be captured correctly.

BENKI KUU YA TANZANIA
2 MTAA WA MIRAMBO
11884 DAR ES SALAAM
TANZANIA
Simu ya Mdomo: 2233378/2233379
Nukushi: 2234056



BANK OF TANZANIA
2 MIRAMBO STREET
11884 DAR ES SALAAM
TANZANIA
Phone: 2233378/2233379
Fax: 2234056

26 August 2020

GF.56/237/13/01

Managing Director,
Azania Bank Limited,
Mawasilino Towers,
P.O Box 32089.

DAR ES SALAAM

Attn: Charles Itembe

Dear Sir/Madam,

**RE: REQUEST FOR REGISTRATION OF FOREIGN LOAN IN FAVOR OF
MBASIRA FOOD INDUSTRIES LTD**

Reference is made to your letter number. ABL/CR_HQ/BOT/VOL 0338/2020 dated 20th August 2020 regarding the above captioned subject.

We are pleased to inform you that a foreign loan for USD 4,000,000 in favor of Mbasira Food Industries Limited of Tanzania from SFC Finance Limited of Mauritius has been assigned Debt Record Number (DRN) 2020039.

In accordance with the provisions of the Foreign Exchange Act of 1992 and subsequent Regulations and Circulars, you are required to comply with the following conditions: -

- i. Report to the Bank on disbursements and debt service payments as per debt service schedule;
- ii. All transactions relating to this loan should be made through the approving bank;
- iii. The borrower should inform the Bank in case of change of name, physical address, termination and/or any other change(s) in relation to the loan agreement; and
- iv. Ensure in future that all foreign loans are registered within 14 days after signing the loan agreement.

Please quote the above DRN in all your correspondences with the Bank relating to this loan.

Yours faithfully,

BANK OF TANZANIA

Mwanuzi Mwanuzi K. Mwanuzi
Aug 26 2020 4:26 PM

Femi Adam M. E. E.
Aug 27 2020 9:22 AM

Fiscal and Debt Management Department
DIRECTORATE OF ECONOMIC RESEARCH AND POLICY

CC: Mbasira Food Industries Ltd
Plot No. 4/5 Postal Code 55104,
Malangali street,
P.O Box 77
Sumbawanga,
RUKWA



TANZANIA REVENUE AUTHORITY

Ref. No. AC.527/635/01.

28th November 2019

Managing Director,
Mbasira Food Industries Ltd,
P.O. Box 5656
Dar es Salaam.

**RE: APPLICATION FOR CAPITAL GAIN TAX CLEARANCE ON SALE OF PLOT
NUMBERS 4,6 & 7 MM AT MALANGALI AREA IN SUMBAWANGA.**

Reference is made to your letter with Ref.No MBSF/TRA/05/2019 dated 21st November, 2019 requesting for TRA to grant you an extension of time for settling tax liability and providing your Company with the Tax Clearance certificate. You further pledged to settle the outstanding tax liabilities immediately on receipt of loan funds from SFC Finance and Tanzania Agricultural Development Bank.

We have reviewed your application and the processes already implemented on the expected investment of Maize Processing Plant in Rukwa region and accepted your request. However, you will first be required to enter into agreement with Regional Manager TRA-Rukwa and your Banker that will facilitate immediate settlement of outstanding tax liabilities upon receipt of loan funds you applied.

With this letter, you are therefore advised to visit our Regional Office in Rukwa and make the agreements above before being issued with the Tax clearance certificate.

"Together We Build Our Nation."


Michael T. Muhoja

Ag. COMMISSIONER FOR DOMESTIC REVENUE

Cc Regional Manager,
Rukwa Tax Region,
RUKWA.

ISO 9001:2015 CERTIFIED

DOMESTIC REVENUE DEPARTMENT

Sokoine Drive, P.O. BOX 1629, Dar es Salaam, Tanzania

Tel: +255-22-2128876, 2138875, 2121752, 2112975, 2113064, 2113089, 2113063, 2113058

Fax: +255-22-2117311, 2121753, 2131431

FACILITY AGREEMENT (SECURED COMMITTED)

This facility agreement is made up of the front page(s) and the terms and conditions entitled **FA (SCTF) - V2.1 (MBA)**

Document Type: Secured Revolving Term Loan Facility Agreement

Facility Agreement No. 1

PARTIES

Lender: SFC Finance Limited, a private company incorporated under the laws of the Republic of Mauritius with registration number 119797 C1 GBL and registered office at C/o Trident Trust Company (Mauritius) Limited 5th Floor, Barkly Wharf, Le Caudan Waterfront, Port Louis, Mauritius.

Borrower: MBASIRA FOOD INDUSTRIES LIMITED a limited liability company duly incorporated in accordance with the laws of Tanzania with company number 42389 and having its registered office at Region Rukwa, District Sumbawanga CBD, Ward Malangali, Postal code 55104, Street MALANGALI, Road MALANGALI, Plot number 4.5, Block number MM, House number 45, Tanzania.

Sponsors: **Ramadhani Sigwa Balukuli** with Tanzania National ID number 1973021515130000123 and residing at KARIBU NA SHULE YA WILAYA YA LALA, Postal code 12110, Ward Gongo La Mboto, District Itala, Region Dar Es Salaam, Tanzania. **Moshi Sigwa Balukuli** with Tanzania passport number ABE15212 and residing at NEAR DALALADALA BUS STAND -KILIMAHWEVA, Postal code 33222, Ward Nyamanoro, District Semela, Region Mwanza, Tanzania. **Noel Charles Kwai** with Tanzania National ID number 1975081863526000128 and residing at House number 45, Block number MM, Plot number 4.5, Road MALANGALI, Postal code 55104, Ward Malangali, District Sumbawanga CBD, Region Rukwa, Tanzania. **Joachim Hieronimus Mwingira** with Tanzania National ID number 1938021214113000127 and residing at House number 114, Block number 114, Plot number 114, Road MANDERA ROAD, Street MABIBO, Postal code 16109, Ward Mabibo, District Ubungo, Region Dar Es Salaam, Tanzania and **Anna Elchilla Ngowi** with Tanzania National ID 1962082012106000516 and residing at House number 114, Block number 114, Plot number 114, Road MANDERA ROAD, Street MABIBO, Postal code 16109, Ward Mabibo, District Ubungo, Region Dar Es Salaam, Tanzania.

PURPOSE(S) OF LOAN(S)

The Borrower shall apply all amounts borrowed under this Agreement towards the following purpose (the Purpose):

(i) up to an amount of US\$2,200,000 to finance (a) the payment for the acquisition of title of the land of Plot no. 3, 4, 5, 6, 7 and 8, Block MM, Malangali Area, Sumbawanga Municipality, Rukwa Region, Tanzania and the buildings on the land, (b) payment for the machinery to automate the packaging, and (c) one-off working capital increase as well as transaction expenses (the Capex Tranche);

(ii) up to an amount of US\$1,800,000 to finance up to 70% of the value of purchase orders and/or invoices under signed export contracts under a Collateral Manager Agreement between the Lender, the Borrower and ACE GLOBAL DEPOSITORY (T) LTD (the Purchase Order Tranche);

or for such other purpose as may be requested by the Borrower in writing and granted by the Lender at its sole discretion. Repaid amounts can be re-borrowed during the Drawdown Period.

FEE(S)

Arrangement Fee: 1.0% on the Amount of the Loan
Monitoring Fee: US\$6,000 per annum payable quarterly in advance.
Disbursement Fee: 1% on each Advance under the Working Capital Tranche
Commitment Fee: 1% per annum, calculated on the Undrawn Amount during the Drawdown Period.

FINANCE DETAILS

Amount of Loan(s): US\$4,000,000

Type of Loan(s): Secured and guaranteed term loans.

Interest Rate: 11% per annum (fixed), which will decrease to 10% per annum (fixed) from the next interest period, as soon as (i) the acquired milling is fully operational, and the financed machinery to automate the packaging has been installed, and (ii) the Borrower delivers a confirmation by an external auditor (to the satisfaction of the Lender), that its full year EBITDA has reached at least US\$4,000,000.

Default Rate: 4% per annum.

Interest Periods: each period ending on an Interest Payment Date.

Interest Payment Date: In respect of the Purchase Order Tranche, for each Advance the earlier of the full repayment and the business day falling 120 days after the Drawdown Date of the respective Advance.

In respect of the Capex Tranche, (i) 28 March 2020 and (ii) each date falling on consecutive one month periods thereafter.

Number of Loan(s): Purchase Order Tranche – multiple Advances.
 Capex Tranche – maximum 3 advances.

Drawdown Period: In respect of the Capex tranche, up until the date falling 6 months from the date of this Agreement.

In respect of the Purchase Order Tranche, up until the date falling 12 months from the date of this Agreement. The Borrower can at any time later than 8 months from the date of this Agreement request in writing to extend the Drawdown Period by another 12 months, which might be granted by the Lender at its sole discretion.

Repayment Terms: In respect of the Purchase Order Tranche, each Advance is repayable at the latest at the business day falling 120 days after the Drawdown Date of the respective Advance, but can be repaid earlier.

In respect of the Capex Tranche, as set out in clause 5.

First Repayment Date: In respect of the Purchase Order Tranche, at the business day falling 120 days after the Drawdown Date of the first Advance, but can be repaid earlier.

In respect of the Capex Tranche, 28 September 2020.

Repayment Date: In respect of the Purchase Order Tranche, there will only be one repayment date.

In respect of the Capex Tranche, (i) relevant First Repayment Date and (ii) each date falling on consecutive one month periods thereafter.

Final Repayment Date: 28 March 2025.

FACILITY AGREEMENT (SECURED COMMITTED)

This facility agreement is made up of the front page(s) and the terms and conditions entitled FA (SCTF) - V2.1 (MBA)

Document Type: Secured Revolving Term Loan Facility Agreement

Facility Agreement No. 1

CONDITIONS

The Loan(s) to be made available under this Agreement shall be subject to the terms and conditions set out in FA(SCTF) - V2.1(MBA)

PROCESS AGENT

Name: Law Debenture Corporate Services Limited
Address: Fifth Floor, 100 Wood Street London EC2V 7EX

DECLARATION

By signing this Agreement the Borrower, Guarantor, and each Sponsor declares that

- it has received the terms and conditions entitled FA(SCTF) - V2.1(MBA);
it has read and understood those terms and conditions;
that all information supplied by it to the Lender is true and complete in all material respects...

SPECIAL CONDITIONS

The Loan(s) to be made available under this Agreement shall be subject to following additional special conditions:

Change of Control: the Sponsors shall maintain control of the Borrower at a minimum percentage of 100% (Minimum Percentage).

Security Document(s): Obligors to deliver satisfactory first ranking security as follows: (i) mortgage about the financed plots in Sumbawanga...

BORROWER SIGNATURE

This is a facility agreement and guarantee. Sign it only if you want to be legally bound by its terms.

Signed for and on behalf of MBASIRA FOOD INDUSTRIES LIMITED by:

Director / Authorised Signatory

Director / Authorised signatory

Date 24 FEBRUARY 2020

LENDER'S SIGNATURE

Signed for and on behalf of the Lender by Samia Trani

Director / Authorised Signatory

on 24 / 02 / 2020 which is the date of this Agreement

SPONSORS' SIGNATURES

This is a facility agreement and guarantee. Sign it only if you want to be legally bound by its terms.

Signature

Name (in capitals) Ramadhani Sigwa Bahukuli

Witness Signature

Name (in capitals) JACKLINE SILA

Date 24 FEBRUARY 2020

Signature

Name (in capitals) Mushi Sigwa Bahukuli

Witness Signature

Name (in capitals) SAMIATH MUMAMED

Date 24 FEBRUARY 2020

Signature

Name (in capitals) Noel Charles Kwai

Witness Signature

Name (in capitals) SAMIATH MUMAMED

Date 24 FEBRUARY 2020

Signature

Name (in capitals) Joseph Hieronimus Mwingira

Witness Signature

Name (in capitals) JACKLINE SILA

Date 24 FEBRUARY 2020

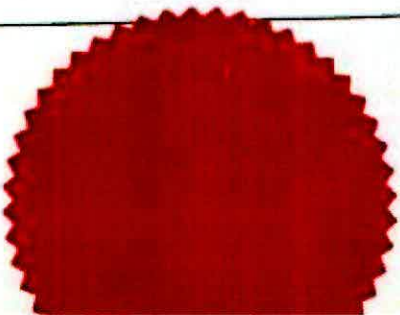
Signature

Name (in capitals) Anne Elichika Ngowi

Witness Signature

Name (in capitals) SAMIATH MUMAMED

Date 24 FEBRUARY 2020



DEED OF SETTLEMENT

MADE

BETWEEN

BARKA MILLING COMPANY LIMITED

AND

MBASIRA FOOD INDUSTRIES LIMITED


DRAWN JOINTLY BY:

STALLION ATTORNEYS

P.O. Box 5664

Dar es Salaam

Email: ask@stallionattorneys.com

C&M Advocates, 

6th Floor, Wing "C" NIC Life House

Sokoine Drive/Ohio Street,

P.O.Box 71791,

Dar es Salaam.

Email: chaulah@cmadvocates.co.tz or
chaula2020@gmail.com







DEED OF SETTLEMENT

This Deed of Settlement is made this ^{15th} day of July 2019

BETWEEN

BARKA MILLING COMPANY LIMITED of P.O. Box 38, Shinyanga, Tanzania (hereinafter called the "Seller" which expression shall, where the context so requires, include the Seller's personal representatives and assigns);

AND

MBASIRA FOOD INDUSTRIES LIMITED of P.O. Box 1394, Sido Estate Street, Ibinzima Area, Shinyanga, Tanzania (hereinafter called the "Purchaser" which expression shall, where the context so requires, include the Purchaser's personal representatives and assigns);

WHEREAS on 21st February, 2018 the parties hereunto signed an agreement in which the seller agreed to sell the milling plant to the purchaser for United States Dollars One Million Five Hundred Thousand (i.e. US\$ 1,500,000.00) subject to such terms and conditions as comprised in the said agreement;

WHEREAS, as a commitment to fulfillment of the purchase agreement soon thereafter the purchaser deposited into the account of the seller the amount of United States Dollars Sixty Thousand (i.e. US\$ 60,000 only thus remaining with the balance of United States Dollars One Million Four Hundred and Forty Thousand (i. US\$ 1,440,000.00) only;

WHEREAS, the completion of the purchase agreement underwent a lot of snags to the extent of prompting the seller to terminate the same by signifying her intention through her lawyers via a letter with Ref. No. STALLION/BMCL - MFIL/116/2019 of 7th May, 2019 which notice was resisted by the purchaser;

AND WHEREAS, THE PARTIES ARE NOW DESIROUS TO SIGNING THIS SETTLEMENT DEED with an intention to finalize the execution of the earlier agreement signed on 21st February, 2018 including its addendum;



DEED OF SETTLEMENT

This Deed of Settlement is made this ^{15th} day of July 2019

BETWEEN

BARKA MILLING COMPANY LIMITED of P.O. Box 38, Shinyanga, Tanzania (hereinafter called the "Seller" which expression shall, where the context so requires, include the Seller's personal representatives and assigns);

AND

MBASIRA FOOD INDUSTRIES LIMITED of P.O. Box 1394, Sido Estate Street, Ibinzima Area, Shinyanga, Tanzania (hereinafter called the "Purchaser" which expression shall, where the context so requires, include the Purchaser's personal representatives and assigns);

WHEREAS on 21st February, 2018 the parties hereunto signed an agreement in which the seller agreed to sell the milling plant to the purchaser for United States Dollars One Million Five Hundred Thousand (i.e. US\$ 1,500,000.00) subject to such terms and conditions as comprised in the said agreement;

WHEREAS, as a commitment to fulfillment of the purchase agreement soon thereafter the purchaser deposited into the account of the seller the amount of United States Dollars Sixty Thousand (i.e. US\$ 60,000 only thus remaining with the balance of United States Dollars One Million Four Hundred and Forty Thousand (i. US\$ 1,440,000.00) only;

WHEREAS, the completion of the purchase agreement underwent a lot of snags to the extent of prompting the seller to terminate the same by signifying her intention through her lawyers via a letter with Ref. No. STALLION/BMCL – MFIL/116/2019 of 7th May, 2019 which notice was resisted by the purchaser;

AND WHEREAS, THE PARTIES ARE NOW DESIROUS TO SIGNING THIS SETTLEMENT DEED with an intention to finalize the execution of the earlier agreement signed on 21st February, 2018 including its addendum;



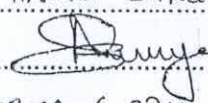
AND WE, THE PARTIES HEREIN, hereby certify and confirm that we have executed this Agreement on the day and year first above written.

SIGNED and DELIVERED at Zambia

by the said SALIM SARHAN on behalf of BARKA MILLING COMPANY LIMITED who is known to me personally/identified to me by Hanifa Rashid the latter being known to me personally in my presence this 18th day of July 2019.


SELLER

BEFORE ME:

Name SOBA HAMISI SANGANYA
Signature 
Address P.O. Box 60320
Qualification Advocate

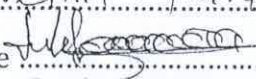


SIGNED and DELIVERED at Dar es Salaam
by the said RAMADHANI S. BALUKULI on behalf of MBASIRA FOOD

INDUSTRIES LIMITED who is known to me personally/identified to me by _____ the latter being known to me personally in my presence on this 15th day of July 2019.


PURCHASER

BEFORE ME:

Name Ramadhani S. Balukuli
Signature 
Address Box 526 DSD
Qualification Company Secretary





ADDENDUM TO THE SALE AGREEMENT

- UPDATED 2018 SALE AGREEMENT AND FIRST ADDENDUM TERMS -

This ADDENDUM (Second Addendum) to the SALE AGREEMENT is made at Dar es Salaam within the United Republic of Tanzania on this 30th day of June 2020.

BETWEEN

BARKA MILLING COMPANY LIMITED, a limited liability company incorporated in Tanzania under the Companies Act, Cap. 212, of P O Box 38, Sumbawanga (hereinafter referred to as the Vendor, which expression where the context permits shall include its assigns and successor in title);

AND

MBASIRA FOOD INDUSTRIES LIMITED, a limited liability company incorporated in Tanzania under the Companies Act, Cap. 212 of P O Box 1394, Shinyanga (hereinafter referred to as the Purchaser), which expression where the context permits shall include its assigns and successor) in title of the other part;

WHEREAS, the VENDOR and PURCHASER (the "Parties") entered into an Escrow Agreement (Principal Agreement) in respect to the land located at Plot Nos: 3 (CT NO. 50864-MBY LR), 4 (CT NO. 50862), 5 (CT NO. 50863- MBY LR), 6 (CT NO. 50866- MBY LR), 7 (CT NO. 50867- MBY LR), 214 (CT NO. 50861- MBY LR), 215 (CT NO. 50860- MBY LR) and 8 (CT 50859- MBY LR) Block MM, Malangali Area, Sumbawanga on which piece of land there has been erected a building (the said piece of land together with the building, fixtures, erections and improvements shall hereinafter together be referred to as the Property).

AND WHEREAS, the Parties are desirous of enhancing an advance payment to the transaction intended to be initiated for the sale of the above-mentioned property.

MBASIRA FOOD INDUSTRIES LTD

30 JUN 2020

MBASIRA

NOW THIS ADDENDUM WITNESSETH AS FOLLOWS:

1. That in fulfillment of First Addendum to the Sale Agreement (Principal Agreement) that was executed on 28th February 2018 all terms and conditions of the said Addendum to the Sale Agreement and the Original Sale Agreement that was executed on 21st February 2018 will remain as they appear in the Agreement and further include of the following clauses, as add-ons to the original contract;
2. That the Parties mutually agree that in fulfilment to the contents of the **Principal Agreement**, The First Addendum signed thereto, the Purchaser shall remit an Outstanding Payment (Purchase Price) of the sum Amount of **United State Dollars One Million Two Hundred Sixteen Thousand Four Hundred and Thirty One (US\$ 1,216,431)** into the bank account with the following banking details:

Account Name	BARKA MILLING COMPANY LIMITED
Account Number	01J069118400
Bank Name	CRDB (Sumbawanga Branch)
Swift Code	COURUTZTZ

- 2.1 The Purchaser shall remit directly to the Tanzania Revenue Authority (TRA), the amount of US\$ 223,569 (equivalent to TZS 514,208,743), which is the applicable Capital Gains Tax resulting from this sale agreement. The purchaser shall provide the remittance receipt to the Vendor.
3. The Purchaser shall remit the full Purchase Price to the Vendor within two months (sixty days/60 days) from the 30th June 2020. Failure to do so, shall result into a total Termination of the Contract of Sale in respect to the Properties mentioned hereinabove and the Vendor shall be entitled to retrieve her property without any refund to the Purchaser.
4. That, this sale agreement will be concluded once the vendor remits to the purchaser, TRA and Ministry of Lands the amounts stated in clause 2, 2.1 and 2.2 of this addendum

MBASIRA FOOD INDUSTRIES LTD

29 JUN 2020

P. O. Box 77

SUMBAWANGA - RUKWA

agreement; and that the Vendor shall not disturb/claim any other payment from the purchaser.

5. This Addendum shall be read together with the Principal Agreement and the first Addendum entered thereto, and the terms of the Principal Agreement & First Addendum shall remain applicable subject to the modifications contained in this Addendum.
6. That the Parties agree further that this is Strict an Addendum to facilitate the Outstanding Payment to the sale of the mentioned properties hereinabove.



IN WITNESS WHEREOF the Vendor and the Purchaser have executed these presents on the day hereinbefore appearing: -

SEALED with the COMMON SEAL by the said
BARKA MILLING COMPANY LIMITED who is known to me
personally/identified to me by
the latter being known to me personally in my
presence this 29 day of JUNE 2020.



Witnessed By:

Full Name: SALIM SARHAN

Signature: [Signature]

Address: 634 CHINGOLA ROAD - KITWE

Designation: Director

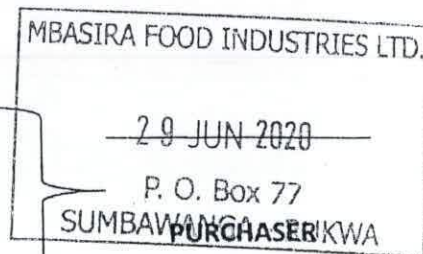
Full Name: Susika Aloyangwa

Signature: [Signature]

Address: 634 CHINGOLA ROAD - KITWE

Designation: Director/Secretary

SEALED with the COMMON SEAL by the said
MBASIRA FOOD INDUSTRIES LIMITED
who is known to me
personally/identified to me by
the latter being known to me personally in my
presence this 29th day of JUNE 2020.



Witnessed By:

Full Name: RAMADHANI SIGWA BALUKULI

8

Signature

Address

P.O. BOX 77 SUMBAWANGA

Designation: Director

Full Name:

NOEL CHARLES KWA

Signature:

Address:

P.O. BOX 77, SUMBAWANGA

Designation: Director/Secretary



MBASIRA FOOD INDUSTRIES LTD.
29 JUN 2020
P. O. Box 77
SUMBAWANGA - RUKWA



AZANIA BANK LIMITED
MAWASILIANO TOWERS
P.O.Box 32089
Dar es Salaam, Tanzania
Tel: 2412028 / 26 / 27
Fax: 2412028
Email: info@azaniabank.co.tz
www.azaniabank.co.tz

Date: 19th March 2018

Ref: ABL/CR/ HQ-CAM II/MFIL

CHAIRMAN,
MBASIRA FOOD INDUSTRIES LTD,
P.O. BOX 1394,
SHINYANGA.

Dear Sir,


RE: REMITTANCE OF USD 750,000.00 INTO CRDB ACCOUNT NO. 01J069118400 I.N.O BARKA MILLING COMPANY LTD

Reference is made to your letter dated 15th March 2018 bearing the above captioned subject;

The bank reiterates that it has no objection of making the transfer of the above stated amount of money once you fulfill the bank's pre-disbursement conditions and are irrevocable.

Kindly be advised.

Yours Sincerely,
Azania Bank Ltd


Maige G. Chagula
Credit Administration Manager

USD 330
MT 3000 CIF NOMBASA
USD 220



AZANIA BANK LIMITED
MAWASILIANO TOWERS
P.O.Box 32089
Dar es Salaam, Tanzania
Tel: 2412028 / 26 / 27
Fax: 2412028
Email: info@azaniabank.co.tz
www.azaniabank.co.tz

Date:

Ref:

01st March 2018

ABL/CR-HQ-MFIL/VOL239/DC

CHAIRMAN
MBASIRA FOOD INDUSTRIES LIMITED,
P.O. BOX 77,
SUMBAWANGA.



Dear Sir,

RE: LETTER OF OFFER

We refer to your application for credit facilities applied, and we write to confirm that the Bank has approved the facilities mentioned hereunder subject to the following terms and conditions:-

Borrower: MBASIRA FOOD INDUSTRIES LIMITED,
(Hereinafter called "the Borrower")

Lender: Azania Bank Limited
(Hereinafter called "the Bank")

Facility I: Medium Term loan.

Amount: USD. 750,000.00 (Say USD Seven Hundred Fifty Thousand only)

Purpose: Financing the acquisition of the milling factory located on Plots Nos. 3,4,5,6,7&8, Block 'MM' at Malangali area, Sumbawanga Municipality.

Tenor: 60 months from the date of disbursement of loan excluding the grace period.

Directors: Prof. Godius Kahyarara (Chairman), Eliudi B. Mwaanga, Arnold B. Kilewo, Assumpta M. Mallya, Julius KAM Mganga, Ernest Luseshelo (Alternate), Tikyeba N. Alphonse (Alternate), Felix Maagi, Rashid Mchatta, Charles J. Itembe (Managing Director)

Grace

Period:

8 months from date of disbursement of loan.

Interest

Payment:

Interest shall be paid on monthly basis during grace period

Loan Repayment

Modality:

The loan shall be repaid on quarterly instalments.

Facility II:

Revolving Credit facility (Overdraft).

Limit:

Up to TZS. 1,000,000,000.00 (Say TZS One Billion only)

Purpose:

Working Capital.

Tenor:

Drawdown

12 months from the date of insertion of limit.

Schedule:

The facility I (Medium Term Loan) of USD 750,000.00 shall be disbursed and paid directly to the vendor after fulfilling the pre-disbursement conditions.

The limit to be inserted for facility II shall be requested for utilization by the Borrowers after commencement of the factory operations.

Pre-disbursement

Conditions:

Disbursement shall be done upon compliance with following conditions:

- a. Execution of Security and Legal documents.
- b. Submission of Original Certificate of Title.
- c. Confirmation of Supply Orders of Maize flour.
- d. The Borrowers must raise equity contribution of USD 750,000.00
- e. Opening of the Escrow account wherein the buyers' fund shall be deposited prior to supply of maize flour.

02 MAR 21

Rate of Interest:

Interest shall be charged at the rates of **9.0% p.a** for facility I (Medium Term Loan) and **19.0% p.a** for facility II (Revolving Credit facility) on the Borrower's outstanding balances to be debited to **Borrower's** account at the end of each calendar month. The **Bank** however, may vary the rate of interest by giving a one month notice to the **Borrower** and such varied rate shall become effective upon expiry of that one month notice. In addition to the interest rates of **9.0% p.a** and **19.0% p.a** a penal interest at **6% p.m.** will be charged on entire outstanding balance, if there is any overdue in any of the accounts of the **Borrower** or there is non-compliance of any of the terms and conditions.

Conduct

Of the

Account:

The Account shall be conducted in a satisfactory manner and in accordance with the **Income Stream** submitted when applying for credit facilities.

Repayments:

The Loan inclusive of interest thereon will be repaid on due dates as it will be indicated in **Repayment Schedule**. The Borrower shall ensure that there is sufficient balance to cover for the repayments before they fall due. The **Bank** however has the right to call for the full outstanding amount and interest therein at any time during the term of the facility.

Fees:

The Borrower shall be charged the following fees:

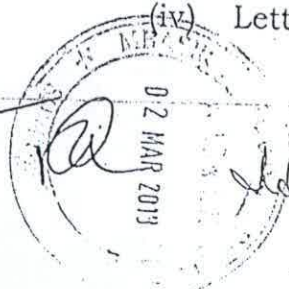
- (i) Arrangement fee **1.0%** for all facilities
- (ii) Security perfection fee TZS 1,000,000.00
- (iii) Properties Insurance premium 0.295% of the insured value.
- (iv) All costs associated with this loan (including Advocates/Legal fees, enforcement of security held by the **Bank**) are payable by the **Borrower** and the **Bank** shall have the right to debit the **Borrower's Savings Account** accordingly and the **Borrower** hereby so confirms.

Security:

The facilities shall be secured by the following securities

- (i) First Ranking Legal mortgage over industrial properties on Plots nos.3,4,5,6,7&8 Block 'MM' located at Malangali area, Sumbawanga Municipality.
- (ii) Debenture over the company's fixed and floating assets
- (iii) Personal Guarantee of the Directors of the Company.
- (iv) Letters of Lien and Set off.






Dispute Clause: In case of any dispute arising out of interpretation, performance or non-performance of the terms and conditions contained herein, the Borrower and the Bank hereto irrevocably submit themselves to the Commercial Division of the High Court of Tanzania for adjudication

Default: In the event of non-repayment and/or any other non-compliance with any of the terms and conditions or documentation detailed herein or in other borrowing from this **Bank** or other parties for any reason whatsoever, the **Bank** shall have the right to demand the payment of the outstanding amounts without further notice to the **Borrower** and any costs, charges, disbursements, and other outgoings incurred by the **Bank** and or its agents towards the recovery of the amount outstanding, including legal fees, stamp duty, and any other charges shall be for the **Borrower's** account. Events of non - compliance shall include but not limited to the following:

- (i) There is breach of any of the terms and conditions contained herein or if the same has not been fulfilled to the satisfaction of the Bank.
- (ii) There is default in payment of any installment and the default has persisted for seven (7) days.
- (iii) The financial position of the Borrower has worsened for whatever reason thereby jeopardizing the position of the Bank with regard to the outstanding balance on the loan.
- (iv) Any security offered as collateral has deteriorated in value by reason of depreciation in the market value.

Right of Set off: In the event of default, the Bank will have unfettered right of Set Off against any credit balances maintained in other Accounts of the **Borrower** and to realize the properties pledged as security without reference to the Borrower.

Specific Conditions: (i) Submission of Certificate of Tanzania Food and Drugs Authority (TFDA)
(ii) Submission of Certificate of Tanzania of Bureau of Standard (TBS).

A circular stamp with the date "02 MAR 2019" is visible. There are handwritten signatures and initials over the stamp and in the surrounding area.

(iii) Submission of Environment Audit Report or clearance certificate from National Environment Management Council (NEMC).

(iv) Submission of the Certificate of Compliance from Occupational Safety and Health Authority (OSHA).

Other Conditions:

(i) The **Borrower** shall be responsible for all charges, taxes, and outgoing necessary to perfect securities and in other ways to give effect to this facility.

(ii) The **Bank** shall obtain from a reputable and reliable insurance company, comprehensive insurance in respect of all assets constituting the security. Such insurance shall be arranged by the **Bank** and be endorsed with the **Bank's** interest.

(iii) The **Borrower** shall open or continue to maintain banking account(s) in the books of the **Bank** in which all its regular business receipts and payments financed by the credit facilities under this Offer Letter shall be made.

(iv) All charges and interest shall be debited to the **Borrower's** account(s) in the books of the **Bank**.

(v) The **Borrower** shall notify the **Bank** of any material changes in the business, management, its legal status or any other changes affecting the **Borrower** and/or this facility.

Drawdown:

Drawdown shall be upon acceptance of this Offer and compliance with the conditions precedent and perfection of security and documentation as herein provided

**Cost of Discharge
Security when the
Facility is
Cancelled.**

In case the **Borrower** requests for withdrawal, call off or cancel the facility after the **Borrower** has accepted it and demand release of security documents, charges for processing the discharge of such documents fixed at TZS 500,000/= shall be paid by the **Borrower**.



Acceptance:

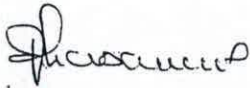
The Borrower should signify acceptance to the terms and conditions of this facility by counter-signing the copy of this offer letter not later than **14 days**. It is important to note that counter signed offer letter constitutes the **Facilities Agreement** that will regulate the relationship between the Bank and the Borrower.

**Withdrawal
Of Offer:**

The **Bank** reserves the right to withdraw this offer at any time before its acceptance without having to give any reasons whatsoever for doing so.

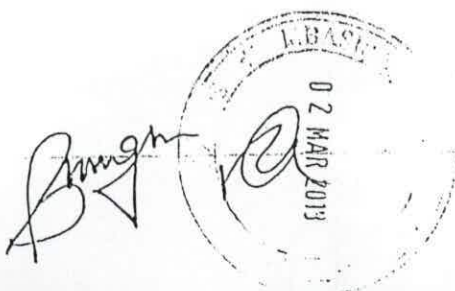
We look forward to receiving your acceptance hereof.

Yours faithfully,



Baraka Ubuguyu

Branch Manager



ACCEPTANCE

We, Directors of MBASIRA FOOD INDUSTRIES LIMITED the Borrowers, confirm that we understand and accept the terms and conditions of the facility as detailed above.

Signature: [Signature]
Name: RAMADHAN SIGWA BALUKULI
Title: EXECUTIVE CHAIRMAN
Date: 02/03/2018



Signature: [Signature]
Name: JACHIM HERATIOMUS MWINGIRA
Title: BOARD CHAIRMAN
Date: 02.03.2018

Signature: [Signature]
Name: MOSHI MLAGANE BALUKULI
Title: DIRECTOR / MEMBER
Date: 02.03.2018



[Signatures]

THIS ADDENDUM TO THE AGREEMENT FOR THE SALE AGREEMENT

(Dated this day of 2018)

BETWEEN

BARKA MILLING COMPANY LIMITED.

AND

MBASIRA FOOD INDUSTRIES LIMITED.

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THIS ADDENDUM to the Agreement for the Sale Agreement is executed at Dar es Salaam, Tanzania this Day of February, 2018.

By and between

BARKA MILLING COMPANY LIMITED is the **Company registered under the laws of Tanzania, of P.O. Box 38 Shinyanga,**(hereinafter called the "**SELLER**" which expression shall where the context so admits include its successors and assigns, executors and other successors in title of the property) of the one part;

And

MBASIRA FOOD INDUSTRIES LIMITED is the **Company registered under the Laws of Tanzania, of P.O. Box 1394, Sido Estate Street, Ibinzima Area, Shinyanga,** (hereinafter called the "**PURCHASER**" which expression shall where the context so admits include its successors and assigns) of the other part.

WHEREAS by an the Agreement for Sale Agreement made at Dar es Salaam on the 21stday of February 2018, between the Seller of the ONE PART and the Purchaser of the OTHER PART (hereinafter referred to as "the Principal Sale Agreement"), the Seller agreed to sale to the Purchaser the Plants and all the attached within the Plots, **subject to such terms and conditions as set out in the principal Sale Agreement;**

And Whereas on the Purchase Price under the Principal Sale Agreement provides that the Purchaser shall pay the Consideration above stated, USD 1,500,000. The Azania Bank ("The Bank") shall be required to pay a sum of United State Dollars Seven Hundred Fifty Thousand (\$750,000) to the seller, and wheras the remaining United State Dollars Seven Hundred Fifty Thousand (\$750,000) shall be paid by the Purchaser

And Whereas the sum of United State Dollars Sixty Thousand (\$60,000) have been deposited to the seller as an advancement payment from the Purchaser. The remaining balance amounting to United State Dollars Six Hundred Ninety Thousand (\$690,000) to be paid in three months that is 30th March, 30th April and 30thMay, 2018, or to be paid the whole amount before the expiry of the last deposit date or within the specified time stated.

Now this indenture witnesseth as follows:

That in fulfillment of original Agreement all terms and conditions of the said Agreement will remain as they appear in the Agreement and further include of the following clauses, as add-ons to the original contract;

1. That the remaining balance as stipulated above to be paid to the Seller within three months period from March to 31st of May 2018;

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[Handwritten mark]

2. That failure to honor the terms of the agreement the default fine will start counting from 1st of July 2018 at the rate of 5% per month on the unpaid balance;
3. That both parties to facilitate the completion of the transfer of the Property into the name of the Purchaser within one month (28) days from the date of execution of this agreement.
4. Upon acquiring the title deed from the relevant authority the Purchaser shall submit the Title to the Bank immediately within seven days (7);
5. That the bank shall be required to complete the registration of Mortgage within 14 working days after receiving the Title from the Purchaser.
6. That the Purchaser shall authorize in writing to the Bank to transfer the money (\$750,000) directly to the Seller's bank account details.
7. That failure to pay the remaining balance and the default fine thereto, the Purchaser shall be required to use her other sources of income and/or plans but not limited to the International Mortgage that will be used to pay the required Consideration to the Seller. Failure to honor the same within 40 days after the default period shall give an option for the seller to buy back the property without any refund and the Purchaser shall be obliged to pay any interest accrued therein.;
8. That the clauses for the Principal Sale Agreement and the Addendum shall be operative and binding the parties concerned upon receiving the guarantee from the bank to honor the payment of United State Dollars Seven Hundred Fifty Thousand (USD 750,000) to the Seller.
9. This Addendum shall be read together with the Principal Sale Agreement and the terms of the Principal Sale Agreement shall remain applicable subject to the modifications contained in this Addendum.

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NOW, THEREFORE it is hereby AGREED and DECLARED as follows:

THE AMOUNT PAYABLE:

1. That the Purchaser shall pay the Seller a total sum of **United States Dollars One Million Four Hundred and Forty Thousand (\$1,440,000/-)** being the amount due under the purchase agreement for purchase of the property.

TOTAL LIABILITY:

2. That the Purchaser's total liability to the Seller at the time of signing this agreement is **United States Dollars One Million Four Hundred and Forty Thousand (\$1,440,000/-)**.

MODE OF PAYMENT:

3. That the Purchaser shall pay the Seller a full amount of **United States Dollars One Million Four Hundred and Forty Thousand (\$1,440,000/-)** within the period of 3 months from the date of obtaining the title deeds. The payments shall be made vide bank account details stipulated in the contract of sale of the property executed by the parties on 21st February 2018 and 28th February 2018.

DEFAULT:

4. That both Parties hereby agree that, in case the Purchaser default to pay even half of the purchase price or to fulfil his part to the agreement after expiry of three months from the date of acquisition of the title deeds then he shall be required to vacate from the above-mentioned property and the Seller shall be at liberty to enforce any other remedy as stipulated in the purchase agreement and this deed of settlement.
5. That failure of the Purchaser to honour the terms of the agreement after paying more than a half of the purchase price then the default fine will start counting after ten (10) days from the default date thereof, at the rate of 5% per annum on the unpaid amount; for the purpose of this agreement, the default period start to run on the hundredth (100th) day from the date of obtaining the title deed.



DURATION:

6. That the time limit for the payment of the United States Dollars One Million Four Hundred and Forty Thousand (\$1,440,000/-) shall be within 3 months from the date of obtaining the required title deed(s) of the property.
7. That the Purchaser shall be given two months; whereas the first month shall be used to obtain the required title deed(s) for the property from the date of execution of this Settlement Deed; and the second month shall be used to process the loan amount and creation of security for the bank of Purchaser's choice thereto.

AMENDMENT:

8. This agreement may be amended in writing and be dully executed by the parties. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.

DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION:

9. That the validity, construction, alteration and performance of this agreement shall be governed by the laws of the United Republic of Tanzania.
10. That all disputes, claims or proceedings between the parties relating to this agreement shall be subjected to the courts within United Republic of Tanzania with competent jurisdiction to determine and resolve those disputes, claims or proceedings.

COUNTERPARTS:

11. This agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together must constitute same information's as the original.
12. That for the avoidance of doubt this agreement shall be effective on the date that this Settlement Deed was created, thus 15th day of July 2019.

IN WITNESS WHEREOF, the Seller and the Purchaser have put their respective signatures on the original and duplicate thereof on the day, month and year hereinbefore appearing.

SEALED with the COMMON SEAL of the said BARKA MILLING COMPANY LIMITED, and delivered at Dar es Salaam in the presence of us this 28 day of FEBRUARY 2018

SEAL



Signature: [Signature]

Signature: [Signature]

Name: SALIM AL-BARWANI

Name: SALIM AL-BARWANI

Address: P.O. Box 23301 - KITWE

Address: P.O. Box 23301 - KITWE - ZAMBIA

Qualification: **DIRECTOR** ZAMBIA

Qualification: **DIRECTOR/SECRETARY**

SEALED with the COMMON SEAL of the said MBASIRA FOOD INDUSTRIES LIMITED, and delivered at Dar es Salaam in the presence of us this 28 day of FEBRUARY 2018

SEAL



Signature: [Signature]

Signature: [Signature]

Name: RAMADHANI SIGWA

Name: JULIUS G. KIBATA

Address: P.O. Box 1394 SHY

Address: P.O. Box 1394 SHINYANGA

Qualification: **DIRECTOR**

Qualification: **DIRECTOR/SECRETARY**

Certified true copy of the Original
Sign: [Signature] Date: 31/4/18
LUCY KIANGI
Advocate, Notary Public & Commissioner
for Oaths

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

SALE AGREEMENT

DATED THIS DAY OF 2018

BETWEEN

BARKA MILLING COMPANY LIMITED.

AND

MBASIRA FOOD INDUSTRIES LIMITED.

20 FEB 2018

SALE AGREEMENT

THIS LEASE AGREEMENT is made this 21st day of February 2018

BETWEEN

BARKA MILLING COMPANY LIMITED is the Company registered under the laws of Tanzania, of P.O. Box 38 Shinyanga, (hereinafter called the "SELLER" which expression shall where the context so admits include its successors and assigns, executors and other successors in title of the property) of the one part;

AND

MBASIRA FOOD INDUSTRIES LIMITED is the Company registered under the Laws of Tanzania, of P.O. Box 1394, Sido Estate Street, Ibinzima Area, Shinyanga, (hereinafter called the "PURCHASER" which expression shall where the context so admits include its successors and assigns) of the other part.

(Each a "Party" and together the "Parties").

Recitals:-

WHEREAS, "SELLER" is the legal owner of the premises (Plant) situated at of Plot no. 3, 4, 5, 6, 7 and 8, Block MM, Malangali Area, Sumbawanga Municipality, Rukwa Region, Tanzania (Hereinafter referred to as "Premises" and a SELLER wishes to sale to PURCHASER and that premises are free from any adverse claims, court process or otherwise.

AND WHEREAS SELLER has agreed to sale as well as to surrender true copies of title deed and or similar documents for the Premises referred hereinabove on the terms and conditions hereinafter contained.

PURCHASE PRICE

- a. For the purpose of the Purchase Price shall be USD 1,500,000 (United States Dollars One Million and Five Hundred Thousands Only)
- b. That the remaining balance is USD 690,000 (United States Dollars Six hundred and Ninety Thousand Only)
- c. That the PURCHASER shall pay on the following breakdown:

20 FEB 2018

- i. On the 30th of March 2018, the PURCHASER shall pay the SELLER, USD 230,000 (United States Dollars Two Hundred Thirty Thousand only)
- ii. On the 30th of April 2018, the PURCHASER shall pay the SELLER, USD 230,000 (United States Dollars Two Hundred thirty Thousand only)
- iii. On the 30th of May 2018, the PURCHASER shall pay the SELLER, USD 230,000 (United States Dollars Two Hundred Thirty Thousand only).
- iv. That the PURCHASER has agreed to deposit the whole amount before the expiry of the last date of the installment or any date herein above.

1. PAYMENT

The PURCHASER shall pay for the SELLER by way of direct bank transfers to the nominated bank account of the Seller into the following bank details;

- The PURCHASER will deposit from his Azania Bank Account No. 016016165048270001 in the name of MBASIRA FOOD INDUSTRIES LIMITED to the SELLER CRDB Bank Account No. 01J069118400 under the SWIFT CODE NO. COURUTZTZ, in the name of BARKA MILLING COMPANY LIMITED.

2. Taxes, Duties and Others;

- (a) All taxes, duties, levies, fees and charges on property before the property pass to the name of the Purchaser shall be to the account of the Seller.
- (b) Immediately after the payment has been effected to the Purchaser the property will be mortgaged by the Purchaser in favour of Azania Bank.
- (c) That all cost for transfer will be borne by parties as per the law requires.

3. TITLE TO PROPERTY

The title to the property shall pass from SELLER to PURCHASER upon signing of this agreement and transfer the name of the owner.

4. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLAIRED AS FOLLOWS;

- a. That if the payments hereby reserved or any part thereof shall at any time be in arrears and unpaid for ninety (90) days after the same shall have become

20 FEB 2018

due (whether formally or legally demanded) or if PURCHASER shall at any time fail or neglect to perform or observe any of the covenants and obligations herein contained and its part to be performed and observed SELLER shall be entitled to sit down the with the BANK (AZANIA BANK) to re-negotiate the terms on completion of the contract.

- b. In the event of any dispute of claim arising from or in connection with this Agreement which is not settled mutually by the parties thereto such dispute or claim may be referred by either party to court of tribunal in Dar es Salaam Tanzania for adjudication and settlement.
- c. Any notice under this agreement shall be in writing and may be served on the party on whom it is so to be served either personally, or to an agent duly authorized to receive mail, or by leaving it at the premises (if he be SELLER) or at the last known place of abode, or by sending it by registered post or the recorded delivery service to such premises or place; and in the case of a notice to be served SELLER it may be served in like manner upon any agent for SELLER duly authorized in that behalf.
 - i. In case of road expansion during tenure of installment payments, parties herein agrees to restructure terms of payments therein, to the extent of sharing benefit arising from compensation from authorities thereto.
- d. SELLER shall provide a copy of title deeds and or its equivalent in respect of the above clauses to PURCHASER on signing of this agreement and prior to making any payments thereof.
- e. This agreement is governed by the laws of the United Republic of Tanzania and in particular subject to the specific provisions governing this Agreement as set out in the Land Act (CAP 113 RE 2002) and other operative statutes.

IN WITNESS WHEREOF the parties hereto have set their hands to these presents as validly known and done in the manner herein under appearing;



[Handwritten signature]

[Handwritten mark]

SEALED with the COMMON SEAL of the said
BARKA MILLING COMPANY LIMITED,
and delivered at Dar es Salaam in the presence of us } SEAL
this _____ day of _____ 2018 }

Signature: _____

Name: SALIM SACHAN

Address: P.O. BOX 096 MPULONGU ZAMBIA

Qualification: DIRECTOR

Signature: _____

Name: SACHAN SALIM

Address: P.O. BOX 096 MPULONGU - ZAMBIA

Qualification: DIRECTOR/SECRETARY

SEALED with the COMMON SEAL of the said
MBASIRA FOOD INDUSTRIES LIMITED,
and delivered at Dar es Salaam in the presence of us } SEAL
this _____ day of _____ 2018 }



Signature: _____

Name: RAMADHANI SIGWA

Address: P.O. BOX 1394 SHINYANGA

Qualification: DIRECTOR

Signature: _____

Name: JULIUS G. KIBAJA

Address: P.O. BOX 1394 SHINYANGA

Qualification: DIRECTOR/SECRETARY

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THE UNITED REPUBLIC OF TANZANIA

BUSINESS LICENCE

B.L. No: 20000016610

The Business Licensing Act No. 25 of 1972 (R.E. 2002)

1. Issuing Office: **BUSINESS REGISTRATIONS AND LICENSING AGENCY**
2. Tax Identification No: **101-284-247**
3. License Issued to: **MBASIRA FOOD INDUSTRIES LIMITED** for the Business of:
Import and Sale Cereals and Legumes
4. Business Location
Region: **Ruvuma**
District: **Songea District Council**
Ward: **Peramiho**
Street: **Peramiho**
5. Principal / Branch: **Principal**
6. Amount of fee paid: **TZS 400000** Receipt No: **1591337** on: **06/05/2021**
7. New/ Renewal of Licence No: Dated:
8. Date of Issue: **06/05/2021** Expiring Date: **06/05/2022**



This digital copy does not require a signature authority

NOTE - This licence must be kept in a conspicuous position at the place of business. Any change in the particulars originally registered must be notified to the Licence Issuer.



TANZANIA



Register of Companies Detailed information

Information date and time: 12/08/2020 11:01:00

Registration date and time: 12/12/2012 00:00:00

1. **Status:** Registered
2. **Incorporation number:** 95765
3. **Company:** SABENA MAINTENANCE TANZANIA LIMITED
4. **Company type:** Private company Limited by shares
5. **Registered office:** Region Dar Es Salaam, District Ilala, Ward Kipawa, Postal code 12106, THE AVIARY- T2 AIRSIDE, OF JULIUS NYERERE ROADJULIUS NEYERERE INTERNATIONAL AIRPORT
6. **Contacts:** Email: Ilse.Goris@sabena-aerospace.com, Mob no/Tel no: 3227234007, P.O.Box 18076
7. **Business activity:** 3315 - Repair of transport equipment, except motor vehicles, Main activity
8. **Directors / Directors in the country of origin:** STEPHANE ELI CECIL PAUL BURTON, Belgian
JOSE IGNACIO BELTRAN TAURA, Spanish
9. **Company secretary / Company secretary in the country of origin:** GASPASHERI NYIKA, Tanzania
10. **Authorised share capital:** 99975500 TZS
11. **Class of shares:** Class Ordinary: 500 shares, 199951 TZS/share, 99975500 TZS
12. **Shareholders:** SABENA AEROSPACE Class Ordinary 1 shares taken
SABENA AEROSPACE ENGINEERING Class Ordinary 499 shares taken

Information ordered by: ARISTIDES NGODA

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) for an up-to-date information regarding given Company.



Princ. Asst. Registrar of Companies



THE UNITED REPUBLIC OF TANZANIA

BUSINESS LICENCE

B.L. No: 20000011740

The Business Licensing Act No. 25 of 1972 (R.E. 2002)

1. Issuing Office: **BUSINESS REGISTRATIONS AND LICENSING AGENCY**
2. Tax Identification No: **101-284-247**
3. License Issued to: **MBASIRA FOOD INDUSTRIES LIMITED** for the Business of:
Export of Cereals and Legumes
4. Business Location
Region: **Ruvuma**
District: **Songea District Council**
Ward: **Peramiho**
Street: **Peramiho**
5. Principal / Branch: **Principal**
6. Amount of fee paid: **TZS 300000** Receipt No: **1435681** on: **31/10/2020**
7. New/ Renewal of Licence No: Dated:
8. Date of Issue: **06/11/2020** Expiring Date: **06/11/2021**



This digital copy does not require a signature authority

NOTE - This licence must be kept in a conspicuous position at the place of business. Any change in the particulars originally registered must be notified to the Licence Issuer.



P.O.BOX 9393, Dar es Salaam
PHONE: +255 22 2180141, 2180113, 2181113. FAX: +255 22
21 2180371
E-MAIL: usajili@brela.go.tz
WEBSITE: <http://www.brela.go.tz>

Payment Order

Payment Order number: 813959

Payment Order date: 12/08/2020

Payment for: Request for a standard search result

NB: When paying please indicate Reference ID

Reference ID (Control Number): 991350335318

Fee	Amount	Currency
Search fee	22000	TZS
Total:	22000	TZS

NB: This Payment order shall remain valid only until 19/08/2020. Failure to comply you will have to re-submit all the documents.

Payments Options

1. Through Direct Bank Deposits

Direct Bank Deposit can be made through any branch of CRDB /NMB Bank using Control Number: 991350335318

2. Through Mobile Money

Use AirTel Money/Tigopesa/MPesa/HaloPesa choosing Government payments and entering reference number: 991350335318

Njia za kulipia Huduma:

1. Kwa njia ya kuweka Fedha kwenye Tawi la Benki /Wakala wa Benki

Nenda kwenye Tawi lolote la Benki / Wakala wa Benki ya CRDB /NMB kwa kutumia Namba ya Kumbukumbu ya Malipo: 991350335318

2. Kwa njia ya Simu ya Mkononi.

Tumia mtandao wa simu wa AirTel Money/Tigopesa/MPesa/HaloPesa kupitia menu ya Malipo ya serikali na kuweka namba ya kumbukumbu: 991350335318



THE UNITED REPUBLIC OF TANZANIA

BUSINESS LICENCE

B.L. No: 20000011740

The Business Licensing Act No. 25 of 1972 (R.E. 2002)

1. Issuing Office: **BUSINESS REGISTRATIONS AND LICENSING AGENCY**
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Region: **Ruvuma**
District: **Songea District Council**
Ward: **Peramiho**
Street: **Peramiho**
5. Principal / Branch: **Principal**
6. Amount of fee paid: **TZS 300000** Receipt No: **1435681** on: **31/10/2020**
7. New/ Renewal of Licence No: Dated:
8. Date of Issue: **06/11/2020** Expiring Date: **06/11/2021**



This digital copy does not require a signature authority

NOTE - This licence must be kept in a conspicuous position at the place of business. Any change in the particulars originally registered must be notified to the Licence Issuer.



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR

TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 3A(4) OF THE INCOME TAX ACT NO. 33 OF 1973)
AS AMENDED BY THE FINANCIAL LAWS (MISCELLANEOUS AMENDMENTS) 2000

THIS IS TO CERTIFY THAT

..... MBASTRA SOAP & OIL IND. LTD.

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

..... 101-284-247

with effect from 21/12/2001


H. M. Kililya
COMMISSIONER FOR INCOME TAX

OFFICIAL SEAL

THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF

UNITED REPUBLIC OF TANZANIA



Certificate of Change of Name

No 42389

I HEREBY CERTIFY THAT

MBASIRA SOAP & OIL INDUSTRIES LIMITED

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

MBASIRA FOOD INDUSTRIES LIMITED

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

this 14TH day of JUNE

THOUSAND AND SEVENTEEN.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Senior Asst. Registrar of Companies











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PRODUCED AND PACKED
MBASIRA FOOD INDUSTRIES
P.O BOX 77 MALANGKA
TEL: +255 (0) 2751 2052
+255 (0) 2787 2202
Email : mbasira2006@yahoo.com



JAMINI WHITE FLOUR

PRODUCED AND PACKED
MBASIRA FOOD INDUSTRIES
P.O BOX 77 MALANGKA

TEL: +255 (0) 2751 2052
+255 (0) 2787 2202
+255 (0) 2754 1452

Email : mbasira2006@yahoo.com

Website: www.mbasira.com

Net Weight 25 kgs

Net Weight 25 kgs

Net Weight 25 kgs

USE NO
Net Weight



Location of village warehouse

**MBASIRA SOAP &
OIL IND. LTD**
**GROBAL MARKETING
OF CASH GROPS FROM
VILLAGE WARE HOUSES**
P.O.BOX 80 MAUGURA-MASASI
0684-205 442-0754-282638
E-MAIL: mbasira@mbasira.com
WWW.MBASIRA.COM



CMA - SFC FINANCE LTD &
MBASIRA FOOD IND.LTD



RUKWA BRANCH OFFICE

P.O.Box 77
Sumbawanga Rukwa

Plot # 4, 5 Block "MM"
Malangali Street

OFFICE HOURS

MONDAY - SATURDAY
8:00 AM - 12:00 PM
1:00 PM - 4:00 PM



MOBILE

+255 (0) 754 282 638
+255 (0) 787 130 113
+255 (0) 754 443 536



EMAIL

mbasira2001@yahoo.com



WEBSITE

www.mbasira.com













COMPANY PROFILE

- GRAIN AGGREGATION & TRADE
- FOOD PROCESSING



WHO WE ARE

Mbasira Food Industries Limited is a grain aggregation, grain trading and food processing company registered under the laws of the United Republic of Tanzania, company registration number 42389.



Grain aggregation



Grain Trading

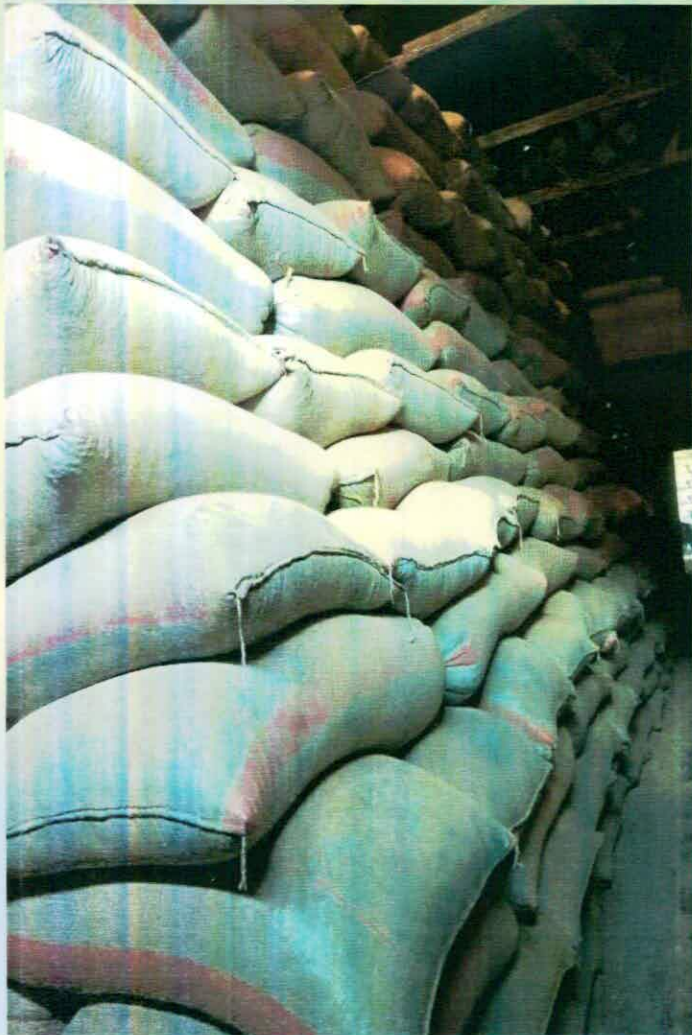


Food Processing

COMPETITIVE ADVANTAGES & CAPABILITIES

- ❑ 20+ years grain handling experience.
- ❑ Countrywide grain sourcing apparatus.
- ❑ Contract farming arrangements with 80 000 smallholder farmers.
- ❑ In-house agricultural extension service officers.
- ❑ High Quality Grain & Food Products.
- ❑ Robust product distribution networks/channels.
- ❑ Very well established domestic markets.
- ❑ Well established export markets in DR Congo, Zambia, Rwanda, Burundi, Malawi, Mozambique, Kenya, Zimbabwe, South Sudan.
- ❑ Intelligent management team.
- ❑ Country wide grain storage facilities with total capacity 32,700 MT.
- ❑ Strong business partnerships with financiers, input suppliers (fertiliser, improved seeds, herbicides, pesticides).
- ❑ Government support





OWNERSHIP & SHAREHOLDING

Mbasira Food Industries Limited is fully owned by Tanzanian nationals. Below is the company's shareholding structure;

	Name of Shareholder	Nationality	% shareholding
1	Ramadhani Sigwa Balukuli	Tanzanian	34%
2	Moshi Sigwa Balukuli	Tanzanian	28%
3	Noel Charles Kwai	Tanzanian	5%
4	Joachim Hermanus Mwingira	Tanzanian	28%
5	Anna Elichilia Ngowi	Tanzanian	5%
	Total		100%

OFFICES LOCATION

Office

Estates Street, Ibinzimata Area,
Shinyanga Tanzania

Field Offices

▪ **Dar es Salaam**

Plot no. 138/41 India Street, Dar es Salaam, Tanzania

▪ **Rukwa Branch**

Plot No. 4,5 Block 'MM' Malangali Street, Malangali, Sumbawanga, Tanzania

▪ **Maugura - Masasi Branch**

Maugura Village, Masasi

Centres

- Babati
- Peramiho
- Ileje
- Mulele
- Namtumbo
- Buhigwe

COUNTRYWIDE GRAIN STORAGE WAREHOUSES

Mbasira Food Industries Limited's grain sourcing apparatus is backed by a strong network of countrywide village grain aggregation centres and storage warehouses as shown on the table below;

Region	District	Name of storage	Crop(s)	Capacity in tons
Mtwara	Masasi	Masasi Warehouse 1	cashew / legumes	1,500
Mtwara	Masasi	Masasi Warehouse 2	cashew / legumes	1,500
Mtwara	Masasi	Masasi Warehouse 3	cashew / legumes	1,500
Mtwara	Masasi	Masasi Warehouse 4	cashew / legumes	1,500
Mtwara	Namtumbo	Namtumbo Warehouse 1	soya beans	2,500
Ruvuma	Songea Vijijini/Peramiho	Peramiho Warehouse 1	maize	4,000
Songwe	Mbozi	Mbozi warehouse 1	maize	5,000
Singida	Singida	Singida warehouse 1	sunflower seeds	900
Singida	Singida	Singida warehouse 2	sunflower seeds	900
Singida	Singida	Singida warehouse 3	sunflower seeds	900
Manyara	Manyara	Manyara warehouse 1	maize	400
Manyara	Manyara	Manyara warehouse 2	sunflower seeds	600
Rukwa	Katavi	Katavi warehouse 1	maize	4,500
Rukwa	Katavi	Katavi warehouse 2	maize	1,500
Rukwa	Katavi	Katavi warehouse 3	maize	500
Rukwa	Sumbawanga	Sumbawanga warehouse 1	maize	5,000
Rukwa	Sumbawanga	Maize mill + warehouse	maize	5,000
Dar es Salaam	Ilala	Ilala warehouse 1	everything	700
Dar es Salaam	Ilala	Ilala warehouse 2	everything	800
Dar es Salaam	Ilala	Ilala warehouse 3	everything	700

MANAGEMENT TEAM

Ramadhani Sigwa Balukuli (Executive Chairman)

20+ years experience in farming, agribusiness, agroprocessing in East & Southern Africa. *Expertise* – agricultural market systems, commodity trading, warehouse receipts systems, contract farming, food processing.

Noel Kwai (Managing Director)

20+ years experience in the provision of agricultural extension services. Certified organic farming trainer. Expert in good farming practices, post-harvest management, grain handling, grain storage, value chain.

Ben Malongo (Chief Operations Officer)

7 years on Senior Management of USAID and DFID funded regional projects. 15 years in international development including 8 years in agribusiness covering 11 African countries. Extensive experience in agricultural financing, operations, policy and value chain analysis.



**PRODUCTS
CATALOGUE**

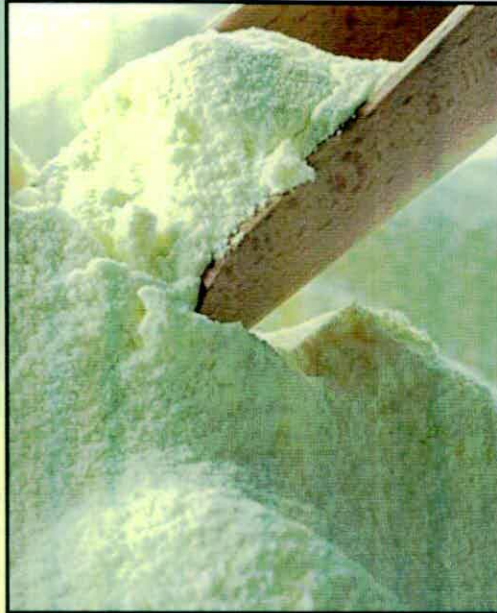


GRAINS & CEREALS

- Maize
- Rice
- Ground nuts
- Cashew nuts
- Sesame seeds
- Cotton seeds
- Cotton cake
- Sunflower seed
- Sunflower cake
- Kidney Beans
- Red Beans
- Soya
- Green mung
- Pigeon peas
- Chick peas

FOOD PRODUCTS

- Sunflower oil
- Maize flour
- Rice
- Soya oil
- Soya meal



SOME OF OUR CLIENTS

Tanzania

- Export Trading Group (ETG)
- National Food Reserve Agency (NFRA)
- Cereals & Produce Board (CPB)
- Olam Company Limited
- Vitrecs Oil Mills (2004) Limited
- WAN Company Limited
- Star Wing Mill Limited
- Mount Meru Millers Ltd

DR Congo

- World Food Programme (WFP)

Zambia

- Kikia Enterprises Limited
- Global Partnership for Africa Development (GPAD)
- Export Trading Group (ETG), Zambia

Rwanda

- ETS Nkubili & Sons
- Africa Improved Foods Rwanda Limited
- YAK Fair Trade Limited

Kenya

- United Nations (UN), Kenya



FOR ENQUIRIES, PLEASE CONTACT:

▪ **Ramadhani Sigwa** + 255 754 282 638

E-mail: mbasira2001@yahoo.com

▪ **Noel Kwai** + 255 754 443 536

E-mail: noelkwai@gmail.com

▪ **Ben Malongo** +255 754 976596

E-mail: benmalongo@gmail.com



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

MAUGURA – MASASI

BRANCH
Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0025
Jeremia Frank Nyondo
Sumbawanga, Tanzania.

Dear Jeremia

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Security Guard as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

You will be entitled to 28 days leave per annum including weekend and holidays. The leave shall not be accumulated beyond the period in which it is earned unless you obtain permission from the CEO or Executive Chairman authorizing the accumulation of the leave.

WORKING HOURS

You will be required to work for forty five hours per week, nine hours per day (0800 -1730) i.e from Monday to Friday. In case you are at any point in time prevented by illness or accident from performing your duties, you will be required to furnish the company with such evidence satisfactory to explain such indisposition and the cause thereof.

MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 225,217** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	67,565
RENT ALLOWANCE	56,304
RESPONSIBILITY ALLOWANCE	45,043
HOUSING ALLOWANCE	33,783
TRANSPORT ALLOWANCE	22,522

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

CONFIDENTIALITY

During the tenure of your duties, you shall not divulge to any person whomsoever, any information, dealings, transactions or affairs pertaining to the company and shall obey all lawful instructions given by the company's Directors and Senior Executives.

DUTIES

You shall be directly answerable to the head of department. Your duties shall be determined and supervised by him/ her either singly or with express directives from the Directors. The company may assign you to serve the organization in any of the Group's subsidiary or Associate companies in or outside current station of work should the need arise.

PARASTATAL PENSION FUNDS

As per rules and regulation of the Government, you shall be entitled to be member of National Social Security Fund (NSSF) scheme.

NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

MAUGURA – MASASI

BRANCH

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0025
Jeremia Frank Nyondo
Sumbawanga, Tanzania.

Dear Jeremia

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Security Guard as from 1st January 2021. This contract is subject to satisfactory medical examination.

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PARASTATAL PENSION FUNDS

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NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0028
Adelima Nikasi Sindani
Sumbawanga, Tanzania.

Dear Adelima

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Security Guard as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

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MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 225,217** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	67,565
RENT ALLOWANCE	56,304
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TRANSPORT ALLOWANCE	22,522

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

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PARASTATAL PENSION FUNDS

As per rules and regulation of the Government, you shall be entitled to be member of National Social Security Fund (NSSF) scheme.

NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

MAUGURA – MASASI

BRANCH

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0028
Adelima Nikasi Sindani
Sumbawanga, Tanzania.

Dear Adelima

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Security Guard as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

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SALARY

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BASIC SALARY	67,565
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Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

**MAUGURA - MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0007
Anna Aron Shimwela
Sumbawanga, Tanzania.

Dear Anna

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Accountant as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

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MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 665,015** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	199,505
RENT ALLOWANCE	166,254
RESPONSIBILITY ALLOWANCE	133,003
HOUSING ALLOWANCE	99,752
TRANSPORT ALLOWANCE	66,502

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

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PARASTATAL PENSION FUNDS

As per rules and regulation of the Government, you shall be entitled to be member of National Social Security Fund (NSSF) scheme.

NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

MAUGURA – MASASI BRANCH

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0007
Anna Aron Shimwela
Sumbawanga, Tanzania.

Dear Anna

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Accountant as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

You will be entitled to 28 days leave per annum including weekend and holidays. The leave shall not be accumulated beyond the period in which it is earned unless you obtain permission from the CEO or Executive Chairman authorizing the accumulation of the leave.

WORKING HOURS

You will be required to work for forty five hours per week, nine hours per day (0800 -1730) i.e from Monday to Friday. In case you are at any point in time prevented by illness or accident from performing your duties, you will be required to furnish the company with such evidence satisfactory to explain such indisposition and the cause thereof.

MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 665,015** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	199,505
RENT ALLOWANCE	166,254
RESPONSIBILITY ALLOWANCE	133,003
HOUSING ALLOWANCE	99,752
TRANSPORT ALLOWANCE	66,502

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

CONFIDENTIALITY

During the tenure of your duties, you shall not divulge to any person whomsoever, any information, dealings, transactions or affairs pertaining to the company and shall obey all lawful instructions given by the company's Directors and Senior Executives.

DUTIES

You shall be directly answerable to the head of department. Your duties shall be determined and supervised by him/ her either singly or with express directives from the Directors. The company may assign you to serve the organization in any of the Group's subsidiary or Associate companies in or outside current station of work should the need arise.

PARASTATAL PENSION FUNDS

As per rules and regulation of the Government, you shall be entitled to be member of National Social Security Fund (NSSF) scheme.

NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

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RUKWA BRANCH

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P. O. Box 77, Rukwa - Tanzania.

**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0026
William Frank Mwamengo
Sumbawanga, Tanzania.

Dear William

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Security Guard as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

You will be entitled to 28 days leave per annum including weekend and holidays. The leave shall not be accumulated beyond the period in which it is earned unless you obtain permission from the CEO or Executive Chairman authorizing the accumulation of the leave.

WORKING HOURS

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MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 225,217** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	67,565
RENT ALLOWANCE	56,304
RESPONSIBILITY ALLOWANCE	45,043
HOUSING ALLOWANCE	33,783
TRANSPORT ALLOWANCE	22,522

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

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Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

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P. O. Box 77, Rukwa - Tanzania.

**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0026
William Frank Mwamengo
Sumbawanga, Tanzania.

Dear William

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Security Guard as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

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CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

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MEDICAL

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SALARY

Your remuneration (Gross Salary) will be **Tshs 225,217** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	67,565
RENT ALLOWANCE	56,304
RESPONSIBILITY ALLOWANCE	45,043
HOUSING ALLOWANCE	33,783
TRANSPORT ALLOWANCE	22,522

All correspondence should be addressed to the Executive Chairman

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

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Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

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UKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

MAUGURA - MASASI BRANCH

Maugura Village
P. O. Box 50. Masasi

REF: MFI/HR/CK/0029
January Keneth Uledi
Sumbawanga, Tanzania.

Dear January

RE: EMPLOYMENT CONTRACT

*PENDING
TANZCO HQ
UKWA BRANCH
1 hour down
with MWINJWE*

Date: 1 January 2021

We are pleased to offer you the post of Security Guard as from 1st January 202. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three month during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

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SALARY

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NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

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UKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

MAUGURA – MASASI

BRANCH
Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0029
January Keneth Uledi
Sumbawanga, Tanzania.

*PROBING
TANESCO HCC
KUKATA UMIKUF
KWA KIWANDA UK
KWA BERO
WITW MWINGINE*

Dear January

RE: EMPLOYMENT CONTRACT

We are pleased to offer you the post of Security Guard as from 1st January 202. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three month during which time your services can be terminated by either side giving two weeks' notice.

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NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

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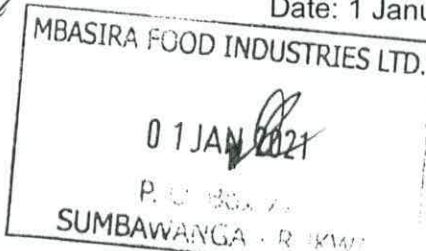
**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

REF: MFI/HR/CK/0031
Asteria France Haule
Sumbawanga, Tanzania.

*PENDING
TANESCO HD
KUKWA MUMBE
UR RUKWA*

Date: 1 January 2021



Dear Asteria

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of S'wanga - House Keeper as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

You will be entitled to 28 days leave per annum including weekend and holidays. The leave shall not be accumulated beyond the period in which it is earned unless you obtain permission from the CEO or Execute Chairman authorizing the accumulation of the leave.

WORKING HOURS

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MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 135,090** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	40,527
RENT ALLOWANCE	33,773
RESPONSIBILITY ALLOWANCE	27,018
HOUSING ALLOWANCE	20,264
TRANSPORT ALLOWANCE	13,509

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

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Yours faithfully,

Mbasira Food Industries Limited



Ramadhan Sigwa Balukuli

Executive Chairman

MBASIRA FOOD INDUSTRIES LTD.
01 JAN 2021
P. O. Box 77
SUMBAWANGA - RUKWA

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

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P. O. Box 77, Rukwa - Tanzania.

MAUGURA - MASASI

BRANCH
Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0031
Asteria France Haule
Sumbawanga, Tanzania.

*PENDING
TAWES CO
HQA
KUTATWA UMEWA*

MBASIRA FOOD INDUSTRIES LTD.
01 JAN 2021
P. O. Box 77
SUMBAWANGA - RUKWA

Dear Asteria

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of S'wanga - House Keeper as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

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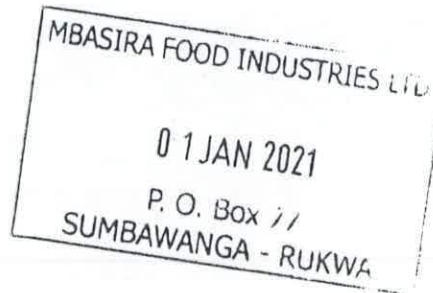
Yours faithfully,

Mbasira Food Industries Limited



Ramadhan Sigwa Balukuli

Executive Chairman



I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

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Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50, Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0027
Petrina Willybroad Mselepete
Sumbawanga, Tanzania.

Dear Petrina

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Security Guard as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

You will be entitled to 28 days leave per annum including weekend and holidays. The leave shall not be accumulated beyond the period in which it is earned unless you obtain permission from the CEO or Executive Chairman authorizing the accumulation of the leave.

WORKING HOURS

You will be required to work for fourty five hours per week, nine hours per day (0800 -1730) i.e from Monday to Friday. In case you are at any point in time prevented by illness or accident from performing your duties, you will be required to furnish the company with such evidence satisfactory to explain such indisposition and the cause thereof.

MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 225,217** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	67,565
RENT ALLOWANCE	56,304
RESPONSIBILITY ALLOWANCE	45,043
HOUSING ALLOWANCE	33,783
TRANSPORT ALLOWANCE	22,522

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

CONFIDENTIALITY

During the tenure of your duties, you shall not divulge to any person whomsoever, any information, dealings, transactions or affairs pertaining to the company and shall obey all lawful instructions given by the company's Directors and Senior Executives.

DUTIES

You shall be directly answerable to the head of department. Your duties shall be determined and supervised by him/ her either singly or with express directives from the Directors. The company may assign you to serve the organization in any of the Group's subsidiary or Associate companies in or outside current station of work should the need arise.

PARASTATAL PENSION FUNDS

As per rules and regulation of the Government, you shall be entitled to be member of National Social Security Fund (NSSF) scheme.

NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

MAUGURA - MASASI
BRANCH

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0027
Petrina Willybroad Mselepete
Sumbawanga, Tanzania.

Dear Petrina

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Security Guard as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

You will be entitled to 28 days leave per annum including weekend and holidays. The leave shall not be accumulated beyond the period in which it is earned unless you obtain permission from the CEO or Executive Chairman authorizing the accumulation of the leave.

WORKING HOURS

You will be required to work for forty five hours per week, nine hours per day (0800 -1730) i.e from Monday to Friday. In case you are at any point in time prevented by illness or accident from performing your duties, you will be required to furnish the company with such evidence satisfactory to explain such indisposition and the cause thereof.

MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 225,217** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	67,565
RENT ALLOWANCE	56,304
RESPONSIBILITY ALLOWANCE	45,043
HOUSING ALLOWANCE	33,783
TRANSPORT ALLOWANCE	22,522

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

CONFIDENTIALITY

During the tenure of your duties, you shall not divulge to any person whomsoever, any information, dealings, transactions or affairs pertaining to the company and shall obey all lawful instructions given by the company's Directors and Senior Executives.

DUTIES

You shall be directly answerable to the head of department. Your duties shall be determined and supervised by him/ her either singly or with express directives from the Directors. The company may assign you to serve the organization in any of the Group's subsidiary or Associate companies in or outside current station of work should the need arise.

PARASTATAL PENSION FUNDS

As per rules and regulation of the Government, you shall be entitled to be member of National Social Security Fund (NSSF) scheme.

NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers In:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

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DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0010
Danford Geogre Sanzala
Sumbawanga, Tanzania.

Dear Danford

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Assistant Plant Engineer as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

You will be entitled to 28 days leave per annum including weekend and holidays. The leave shall not be accumulated beyond the period in which it is earned unless you obtain permission from the CEO or Executive Chairman authorizing the accumulation of the leave.

WORKING HOURS

You will be required to work for forty five hours per week, nine hours per day (0800 -1730) i.e from Monday to Friday. In case you are at any point in time prevented by illness or accident from performing your duties, you will be required to furnish the company with such evidence satisfactory to explain such indisposition and the cause thereof.

MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 270,226** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	81,068
RENT ALLOWANCE	67,557
RESPONSIBILITY ALLOWANCE	54,045
HOUSING ALLOWANCE	40,534
TRANSPORT ALLOWANCE	27,023

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

CONFIDENTIALITY

During the tenure of your duties, you shall not divulge to any person whomsoever, any information, dealings, transactions or affairs pertaining to the company and shall obey all lawful instructions given by the company's Directors and Senior Executives.

DUTIES

You shall be directly answerable to the head of department. Your duties shall be determined and supervised by him/ her either singly or with express directives from the Directors. The company may assign you to serve the organization in any of the Group's subsidiary or Associate companies in or outside current station of work should the need arise.

PARASTATAL PENSION FUNDS

As per rules and regulation of the Government, you shall be entitled to be member of National Social Security Fund (NSSF) scheme.

NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

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HEAD OFFICE:-

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DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

UKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0030
Obeid Telison Haonga
Sumbawanga, Tanzania.

Dear Obeid

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Security Guard as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

You will be entitled to 28 days leave per annum including weekend and holidays. The leave shall not be accumulated beyond the period in which it is earned unless you obtain permission from the CEO or Executive Chairman authorizing the accumulation of the leave.

WORKING HOURS

You will be required to work for forty five hours per week, nine hours per day (0800 -1730) i.e from Monday to Friday. In case you are at any point in time prevented by illness or accident from performing your duties, you will be required to furnish the company with such evidence satisfactory to explain such indisposition and the cause thereof.

MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 225,217** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	67,565
RENT ALLOWANCE	56,304
RESPONSIBILITY ALLOWANCE	45,043
HOUSING ALLOWANCE	33,783
TRANSPORT ALLOWANCE	22,522

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

CONFIDENTIALITY

During the tenure of your duties, you shall not divulge to any person whomsoever, any information, dealings, transactions or affairs pertaining to the company and shall obey all lawful instructions given by the company's Directors and Senior Executives.

DUTIES

You shall be directly answerable to the head of department. Your duties shall be determined and supervised by him/ her either singly or with express directives from the Directors. The company may assign you to serve the organization in any of the Group's subsidiary or Associate companies in or outside current station of work should the need arise.

PARASTATAL PENSION FUNDS

As per rules and regulation of the Government, you shall be entitled to be member of National Social Security Fund (NSSF) scheme.

NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0030
Obeid Telison Haonga
Sumbawanga, Tanzania.

Dear Obeid

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Security Guard as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

You will be entitled to 28 days leave per annum including weekend and holidays. The leave shall not be accumulated beyond the period in which it is earned unless you obtain permission from the CEO or Executive Chairman authorizing the accumulation of the leave.

WORKING HOURS

You will be required to work for forty five hours per week, nine hours per day (0800 -1730) i.e from Monday to Friday. In case you are at any point in time prevented by illness or accident from performing your duties, you will be required to furnish the company with such evidence satisfactory to explain such indisposition and the cause thereof.

MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 225,217** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	67,565
RENT ALLOWANCE	56,304
RESPONSIBILITY ALLOWANCE	45,043
HOUSING ALLOWANCE	33,783
TRANSPORT ALLOWANCE	22,522

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

CONFIDENTIALITY

During the tenure of your duties, you shall not divulge to any person whomsoever, any information, dealings, transactions or affairs pertaining to the company and shall obey all lawful instructions given by the company's Directors and Senior Executives.

DUTIES

You shall be directly answerable to the head of department. Your duties shall be determined and supervised by him/ her either singly or with express directives from the Directors. The company may assign you to serve the organization in any of the Group's subsidiary or Associate companies in or outside current station of work should the need arise.

PARASTATAL PENSION FUNDS

As per rules and regulation of the Government, you shall be entitled to be member of National Social Security Fund (NSSF) scheme.

NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0013
Pius Leonard Kalezi
Sumbawanga, Tanzania.

Dear Pius

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Miller as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

You will be entitled to 28 days leave per annum including weekend and holidays. The leave shall not be accumulated beyond the period in which it is earned unless you obtain permission from the CEO or Executive Chairman authorizing the accumulation of the leave.

WORKING HOURS

You will be required to work for forty five hours per week, nine hours per day (0800 -1730) i.e from Monday to Friday. In case you are at any point in time prevented by illness or accident from performing your duties, you will be required to furnish the company with such evidence satisfactory to explain such indisposition and the cause thereof.

MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 225,223** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	67,567
RENT ALLOWANCE	56,306
RESPONSIBILITY ALLOWANCE	45,045
HOUSING ALLOWANCE	33,783
TRANSPORT ALLOWANCE	22,522

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

CONFIDENTIALITY

During the tenure of your duties, you shall not divulge to any person whomsoever, any information, dealings, transactions or affairs pertaining to the company and shall obey all lawful instructions given by the company's Directors and Senior Executives.

DUTIES

You shall be directly answerable to the head of department. Your duties shall be determined and supervised by him/ her either singly or with express directives from the Directors. The company may assign you to serve the organization in any of the Group's subsidiary or Associate companies in or outside current station of work should the need arise.

PARASTATAL PENSION FUNDS

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NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

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HEAD OFFICE:-

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DSM BRANCH

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RUKWA BRANCH

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P. O. Box 77, Rukwa - Tanzania.

**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0013
Pius Leonard Kalezi
Sumbawanga, Tanzania.

Dear Pius

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Miller as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

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MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

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DETAILS	AMOUNT (TZS)
BASIC SALARY	67,567
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DUTIES

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Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

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HEAD OFFICE:-

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DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

MAUGURA – MASASI
BRANCH

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0011
Amon Waiton Cheyo
Sumbawanga, Tanzania.

Dear Amon

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Miller as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

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SALARY

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BASIC SALARY	67,567
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In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

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During the tenure of your duties, you shall not divulge to any person whomsoever, any information, dealings, transactions or affairs pertaining to the company and shall obey all lawful instructions given by the company's Directors and Senior Executives.

DUTIES

You shall be directly answerable to the head of department. Your duties shall be determined and supervised by him/ her either singly or with express directives from the Directors. The company may assign you to serve the organization in any of the Group's subsidiary or Associate companies in or outside current station of work should the need arise.

PARASTATAL PENSION FUNDS

As per rules and regulation of the Government, you shall be entitled to be member of National Social Security Fund (NSSF) scheme.

NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0011
Amon Waiton Cheyo
Sumbawanga, Tanzania.

Dear Amon

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Miller as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

You will be entitled to 28 days leave per annum including weekend and holidays. The leave shall not be accumulated beyond the period in which it is earned unless you obtain permission from the CEO or Executive Chairman authorizing the accumulation of the leave.

WORKING HOURS

You will be required to work for forty five hours per week, nine hours per day (0800 -1730) i.e from Monday to Friday. In case you are at any point in time prevented by illness or accident from performing your duties, you will be required to furnish the company with such evidence satisfactory to explain such indisposition and the cause thereof.

MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 225,223** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	67,567
RENT ALLOWANCE	56,306
RESPONSIBILITY ALLOWANCE	45,045
HOUSING ALLOWANCE	33,783
TRANSPORT ALLOWANCE	22,522

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

CONFIDENTIALITY

During the tenure of your duties, you shall not divulge to any person whomsoever, any information, dealings, transactions or affairs pertaining to the company and shall obey all lawful instructions given by the company's Directors and Senior Executives.

DUTIES

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PARASTATAL PENSION FUNDS

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NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

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HEAD OFFICE:-

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DSM BRANCH

India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0010
Danford Geogre Sanzala
Sumbawanga, Tanzania.

CASUAL

Dear Danford

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Assistant Plant Engineer as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

You will be entitled to 28 days leave per annum including weekend and holidays. The leave shall not be accumulated beyond the period in which it is earned unless you obtain permission from the CEO or Executive Chairman authorizing the accumulation of the leave.

WORKING HOURS

You will be required to work for forty five hours per week, nine hours per day (0800 -1730) i.e from Monday to Friday. In case you are at any point in time prevented by illness or accident from performing your duties, you will be required to furnish the company with such evidence satisfactory to explain such indisposition and the cause thereof.

MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 270,226** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	81,068
RENT ALLOWANCE	67,557
RESPONSIBILITY ALLOWANCE	54,045
HOUSING ALLOWANCE	40,534
TRANSPORT ALLOWANCE	27,023

DISMISAL AND TERMINATION

In the event of under-performance, habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

CONFIDENTIALITY

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DUTIES

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PARASTATAL PENSION FUNDS

As per rules and regulation of the Government, you shall be entitled to be member of National Social Security Fund (NSSF) scheme.

NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
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DSM BRANCH

India Street, Plot No. 138/41
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RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0012
Mbaki David Mapugilo
Sumbawanga, Tanzania.

Dear Mbaki

RE: EMPLOYMENT CONTRACT

We are pleased to offer you the post of Miller as from 1st December 2020. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of six month during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

You will be entitled to 28 days leave per annum including weekend and holidays. The leave shall not be accumulated beyond the period in which it is earned unless you obtain permission from the CEO or Execute Chairman authorizing the accumulation of the leave.

WORKING HOURS

You will be required to work for fourty five hours per week, nine hours per day (0800 -1730) i.e from Monday to Friday. In case you are at any point in time prevented by illness or accident from performing your duties, you will be required to furnish the company with such evidence satisfactory to explain such indisposition and the cause thereof.

MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 225,223** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	67,567
RENT ALLOWANCE	56,306
RESPONSIBILITY ALLOWANCE	45,045
HOUSING ALLOWANCE	33,783
TRANSPORT ALLOWANCE	22,522

DISMISAL AND TERMINATION

In the event of habitual intemperance, negligence, disobedience in the discharge of duties or gross misconduct, or failure to report on duty without prior notification or permission from the employer for more than five (5) days; the employer (company) shall have such right to dismiss or terminate immediately your services forthwith paying only such dues as by the laws of the country are permissible.

CONFIDENTIALITY

During the tenure of your duties, you shall not divulge to any person whomsoever, any information, dealings, transactions or affairs pertaining to the company and shall obey all lawful instructions given by the company's Directors and Senior Executives.

DUTIES

You shall be directly answerable to the head of department. Your duties shall be determined and supervised by him/ her either singly or with express directives from the Directors. The company may assign you to serve the organization in any of the Group's subsidiary or Associate companies in or outside Dar Es Salaam should the need arise.

PARASTATAL PENSION FUNDS

As per rules and regulation of the Government, you shall be entitled to be member of National Social Security Fund (NSSF) scheme.

NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

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Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

MAUGURA – MASASI

BRANCH

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0012
Mbaki David Mapugilo
Sumbawanga, Tanzania.

Dear Mbaki

RE: EMPLOYMENT CONTARACT

We are pleased to offer you the post of Miller as from 1st December 2020. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of six month during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

On satisfactory completion of the probationary period, you will be confirmed in your appointment. After confirmation and thereafter your services shall be terminated on giving one-month notice or paying one-month salary in lieu of notice by either side.

ANNUAL LEAVE

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MEDICAL

The company shall provide you medical insurance under National Health Insurance Fund (NHIF).

SALARY

Your remuneration (Gross Salary) will be **Tshs 225,223** with the below breakdown.

DETAILS	AMOUNT (TZS)
BASIC SALARY	67,567
RENT ALLOWANCE	56,306
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NOTE: This letter is sent to you in duplicate, if you accept above terms, please sign and return one copy to us.

Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in:- Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

Sido Estate Street, Ibinzamata Area
P.O. Box 1394, Shinyanga - Tanzania

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India Street, Plot No. 138/41
P.O. Box 5656, Dar es Salaam.

RUKWA BRANCH

Malangali Street, Plo #4,5 Block "MM"
P. O. Box 77, Rukwa - Tanzania.

**MAUGURA – MASASI
BRANCH**

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0014
John Donasio Fungavyema
Sumbawanga, Tanzania.

Dear John

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Miller as from 1st January 2021. This contract is subject to satisfactory medical examination.

Other terms of service are as follows:

PROBATION

You will be on probation for a minimum period of three months during which time your services can be terminated by either side giving two weeks' notice.

CONFIRMATION

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BASIC SALARY	67,567
RENT ALLOWANCE	56,306
RESPONSIBILITY ALLOWANCE	45,045
HOUSING ALLOWANCE	33,783
TRANSPORT ALLOWANCE	22,522

All correspondence should be addressed to the Executive Chairman

DISMISAL AND TERMINATION

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Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.



MBASIRA FOOD INDUSTRIES LTD

Dealers in: Cash crops from village warehouse, Maize & maize flour, Cotton Cake, Sunflower Oil, Cashewnut, Sesame Seeds, Pigeon Peas, Chick Peas, Green Mung, Ground nuts, Soya Beans, Sugar Beans, Sunflower Seed Cake, Soap and Farm Products

Tel: 028 2762811, Mob: 0754 282638/ 0754 443536/0716 772864 Email: mbasira2001@yahoo.com

HEAD OFFICE:-

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P. O. Box 77, Rukwa - Tanzania.

MAUGURA – MASASI
BRANCH

Maugura Village
P. O. Box 50. Masasi

Date: 1 January 2021

REF: MFI/HR/CK/0014
John Donasio Fungavyema
Sumbawanga, Tanzania.

Dear John

RE: EMPLOYMENT CONTRACT (SIX MONTHS)

We are pleased to offer you the post of Miller as from 1st January 2021. This contract is subject to satisfactory medical examination.

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Yours faithfully,

Mbasira Food Industries Limited

Ramadhan Sigwa Balukuli

Executive Chairman

I accept the above Terms and Conditions

Names:

Signature:

Date:

CC: Finance Department.

----- Instance Type and Transmission -----
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1939 200904AZANTZTZAXXX5794221627

----- Message Header -----
Swift Input : FIN 103 Single Customer Credit Transfer
Sender : AZANTZTZXXX
AZANIA BANK LIMITED
DAR ES SALAAM TZ
Receiver : CORUTZTZXXX
CRDB BANK PLC
DAR ES SALAAM TZ
MUR : 021MSOG20248001D Banking Priority : NNNN
UETR : 4873a7d3-4ed7-40da-a37e-8808d248ac9f
FIN Copy Service : TIS

----- Message Text -----
20: Sender's Reference
021FTOD202480005
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settl'd Amt
Date : 04 September 2020
Currency : USD (US DOLLAR)
Amount : #1216431,#
33B: Currency/Instructed Amount
Currency : USD (US DOLLAR)
Amount : #1216431,#
50K: Ordering Customer-Name & Address
/016010000313
MBASIRA FOOD INDUSTRIES LIMITED
POBOX 1394
MTAA WA IBINZAMATA
SHINYANGA MJINI
59: Beneficiary Customer-Name & Addr
/01J1069118400
BARKA MILLING COMPANY LTD
70: Remittance Information
/RFB/PURCHASING OF
MILLING FACTORY
71A: Details of Charges
OUR

----- Message Trailer -----
{CHK:063CA8D1AF00}
PKI Signature: MAC & PAC-Equivalent

----- Interventions -----
Category : Network Report
Creation Time : 04/09/20 19:39:10
Application : SWIFT Interface
Operator : SYSTEM
Text
{1:F21AZANTZTZAXXX5794221627}{4:{177:2009041939}{451:0}{108:021MSOG20248001D}}

MBASIRA FARMERS GROUPS

----- Instance Type and Transmission -----
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1029 201124AZANTZTZX5864230270

----- Message Header -----
Swift Input : FIN 103 Single Customer Credit Transfer
Sender : AZANTZTZX
AZANIA BANK LIMITED
DAR ES SALAAM TZ
Receiver : TAINZTZX
TIB CORPORATE BANK LIMITED
DAR ES SALAAM TZ
MUR : 021MSOG20329000F Banking Priority : NNNN
UETR : b9926228-0a89-4649-9b74-7f64fe34b9a5
FIN Copy Service : TIS

----- Message Text -----
20: Sender's Reference
021FTOD203290003
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settl'd Amt
Date : 24 November 2020
Currency : TZS (TANZANIAN SHILLING)
Amount : #36940120,#
33B: Currency/Instructed Amount
Currency : TZS (TANZANIAN SHILLING)
Amount : #36940120,#
50K: Ordering Customer-Name & Address
/016000012478
MBASIRA FOOD INDUSTRIES LIMITED
POBOX 1394
IBINZAMATA
SHINYANGA MJINI
59: Beneficiary Customer-Name & Addr
/008200004040801
MPLUJ AMCOS LIMITED
70: Remittance Information
/RFB/INV/NO.105
GHARAMA YA USAFIRISHAJI TOKA
VIJAJINI
71A: Details of Charges
OUR



----- Message Trailer -----
[CHK:0851A53E7DA2]
PKI Signature: MAC & PAC-Equivalent

----- Interventions -----
Category : Network Report
Creation Time : 24/11/20 10:29:08
Application : SWIFT Interface
Operator : SYSTEM
Text
[1:F21AZANTZTZX5864230270][4:[177:2011241029][451:0][108:021MSOG20329000F]]

MBASIRA FARMERS GROUPS

----- Instance Type and Transmission -----
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1057 201123AZANTZTZX5863230059

----- Message Header -----
Swift Input : FIN 103 Single Customer Credit Transfer
Sender : AZANTZTZX
AZANIA BANK LIMITED
DAR ES SALAAM TZ
Receiver : TAINTZTZX
TIB CORPORATE BANK LIMITED
DAR ES SALAAM TZ
MUR : 021MSOG203280012 Banking Priority : NNNN
UETR : ac3bb601-1330-4c70-9250-eef29bbace9b
FIN Copy Service : TIS

----- Message Text -----
20: Sender's Reference
021FTOD203280013
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settl'd Amt
Date : 23 November 2020
Currency : TZS (TANZANIAN SHILLING)
Amount : #9235030,#
33B: Currency/Instructed Amount
Currency : TZS (TANZANIAN SHILLING)
Amount : #9235030,#
50K: Ordering Customer-Name & Address
/016000012478
MBASIRA FOOD INDUSTRIES LIMITED
POBOX 1394
IBINZAMATA
SHINYANGA MJINI
57A: Account With Institution - FI BIC
TAINTZT
TIB CORPORATE BANK LIMITED
DAR ES SALAAM TZ
59: Beneficiary Customer-Name & Addr
/008200004040801
MPUI AMCOS LIMITED
70: Remittance Information
/RFB/GHARAMA YA KUPAKIA NA KUSHUSHA
MAHINDI 105
71A: Details of Charges
OUR

----- Message Trailer -----
[CHK:AF6DC47BCB9C]
PKI Signature: MAC & PAC-Equivalent

----- Interventions -----
Category : Network Report
Creation Time : 23/11/20 10:57:07
Application : SWIFT Interface
Operator : SYSTEM
Text
[1:F21AZANTZTZX5863230059][4:[177:2011231057][451:0][108:021MSOG203280012]]

MBASIRA FARMERS GROUPS

----- Instance Type and Transmission -----

Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1849 201124AZANTZTZAXXX5864230402

----- Message Header -----

Swift Input : FIN 103 Single Customer Credit Transfer
Sender : AZANTZTZXXX
AZANIA BANK LIMITED
DAR ES SALAAM TZ
Receiver : TAINZTZXXX
TIB CORPORATE BANK LIMITED
DAR ES SALAAM TZ
MJR : 020MSOG20329000C Banking Priority NNNN
UETR : 2087bf2e-b2c3-4ac8-973f-3b6a06bda31f
FIN Copy Service : TIS

----- Message Text -----

20: Sender's Reference
020FT00203290003
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settl'd Amt
Date : 24 November 2020
Currency : TZS (TANZANIAN SHILLING)
Amount : #421117368.#
33B: Currency/Instructed Amount
Currency : TZS (TANZANIAN SHILLING)
Amount : #421117368.#
50K: Ordering Customer-Name & Address
/018000012478
MBASIRA FOOD INDUSTRIES LIMITED
POBOX 1394
IBINZAMATA
SHINYANGA MJINI
59: Beneficiary Customer-Name & Addr
/008200004040801
MPUI AMCOS LIMITED
70: Remittance Information
/RFB/MANUNUZI YA MAHINDI TANI
923 503
INV/NO/105
71A: Details of Charges
OUR

----- Message Trailer -----

(CHK 97A64814D7EF)
PKI Signature: MAC & PAC-Equivalent

----- Interventions -----

Category : Network Report
Creation Time : 24/11/20 18:48:40
Application : SWIFT Interface
Operator : SYSTEM
Text
{1:F21AZANTZTZAXXX5864230402}{4:{177 2011241849}{451 0}{108 020MSOG20329000C}}



3.

PL0 - F.30.

Prepare a draft letter for the Director
EXD to reply F.29 along with clarifications
explained in F.30

~~PL0~~ PL0

C-DIF - 27/9/2019

v

PL0

Please note F.32. You will follow
closely on this matter to determine its
progress.

~~PL0~~ PL0

C-DIF - 23/12/19

EXD

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


(a) Minimum finance investment threshold has been exceeded, the project expects to invest ... US\$ 1.1 m

(b) Legal entity has been incorporated under certificate

No. ... 68650 of ... 21/11/2008

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

Submitted for signature.



N. A. Senzia

DIF

17th December 2008

EXD

In response to the TIC letter of registration dated ... 17th Dec 2008

the project has submitted the required documents namely: -

(a) Company Board Resolution.

(b) Reference letter/Financing from ... Finsnee Bank of Zambia

(c) ... Lease Agreement as evidence of land

With the above submission EXD is requested to sign Certificate of Incentives No. ... 04.16.11 herein attached.

29/1/09


DIF

1.0

EXD

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

- (a) Minimum finance investment threshold has been exceeded, the project expects to invest ... US\$ 1.34 M
- (b) Legal entity has been incorporated under certificate
No. 52017 of 04/04/2005

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

Submitted for signature.



N. A. Senzia
DIF
25th November 2008

2.0

EXD

In response to the TIC letter of registration dated 25th November 2008

the project has submitted the required documents namely: -

- (a) Company Board Resolution.
- (b) Reference letter/Financing from Exim Bank Ltd
- (c) Title deed as evidence

With the above submission EXD is requested to sign Certificate of Incentives No. 041608

28/11/2008



MINUTE

PAGE NO. _____