



SUNSHINE AUTO ASSEMBLY

Co Lid

# MINUTE SHEET

Dokezo  
No.

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 ..... 26,175 .....
- (b) Legal entity has been incorporated under certificate No. 96595 of 23/01/2013 .....

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

Submitted for signature.

  
N. Senzia

DIF

10<sup>th</sup> June, 2013

2.0

**EXD**

In response to the TIC letter of registration dated 7<sup>th</sup> June 2013 .....

the project has submitted the required documents namely: -

- (a) Company Board Resolution.
- (b) Reference letter/Financing from EXIM Bank LTD .....
- (c) Lease Agreement as evidence of land .....

With the above submission EXD is requested to sign Certificate of Incentives No. 042453 .....

19/06/2013

  
DIF

# MINUTE SHEET

Dokezo  
No.

Unclaimed refund beyond three years will be forfeited



4

# TANZANIA INVESTMENT CENTRE

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

RECEIPT REC011811

No. 005820

Received from : SUNSHINE AUTO ASSEMBLY CO. LTD

Address P.O. Box 4490 DSM

Received the sum of (In words): ONE THOUSAND AND ZERO CENTS ONLY 17 JUN 2013



Being payment in respect of : CERTIFICATE OF INCENTIVES

Amount : USD 1,000.00

Cash / Cheque No: D/Deposit 14/06

Date : 14-Jun-2013

BUISSO

Receiving Officer

# SUNSHINE AUTO ASSEMBLY CO.LTD



P o box 4490 • Phone: +255757264284 • Fax: [Your Fax]  
Email: flyrain2008@yahoo.com Web: www.sunshinegroup.com.

Sun shine Auto Assembly co.Ltd,  
P.O.BOX 4490,  
PLOT NO 318,MANDELA ROAD  
TABATA,DAR-ES-SALAAM  
14, May, 2013.

THE EXECUTVE DRECTOR,  
TANZANIA INVESTMENT CENTRE,  
P.O.BOX 938,  
DAR ES SALAAM.  
TANZANIA.



Dear Sir/Madam

**RE: APPLCATON FOR TANZANIA INVESTMENT CENTRE CERTIFICATE.**

Reference is made to the above heading

Sun Shine Auto Assembly co. Limited would like to apply for Certificate of TIC for registering a new project. Our investment start with 5 million Tshs and at the same time we have committed to improve the local economic and also providing employment to the local individuals.

So, may you kindly help us to take this letter as office consideration, we are here by attach all the documents as it is concerned.

Kind regards,

王新 华

DIRECTOR.



# SUNSHINE MINING LTD.



P o box 4490 • Phone: +255757264284 • Fax: [Your Fax]  
Email: flyrain2008@yahoo.com Web: www.sunshinegroup.com.

Sunshine Auto Assembly co. Ltd,  
P.O.BOX 4490  
Plot No 318, Mandela Road  
Tabata , dar-es-salaam  
13, May, 2013

## EXTRACT MEETING OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF SUN SHINE AUTO ASSEMBLY CO.LTD

AT A DULY CONVENED AND CONSTITUTED MEETING OF THE BOARD OF SUN SHINE AUTO ASSEMBLY CO.LTD HELD AT REGISTERED OFFICES OF THE COMPANY IN DAR ES SALAAM REGION ON 23 OF JAN 2013, THE FOLLOWING SOLUTIONS WERE PASSED:

1. THAT TSH 8,000 MILLION WILL BE ALLOCATED TO FINANCE THE SETING UP ASSEMBLY TRUCK FACTORY.
2. THAT MR WANG XIN HUA AND WILL BE MANAGING DIRECTOR TO OVERSEE IMPLEMENTATION OF THE PROJECT INCLUDING IDENTIFYING SUITABLE MACHINERY
3. THAT THE COMPANY BE REGISTERED WITH TANZANIA INVEATMENT CENTRE SO AS TO ENJOY FULLY INVESTMENT INCENTIVES, BENEFITS AND PROTECTION AS STATUTORY PROVIDED FOR UNDER TANZANIA INVESTMENT ACT 1997.

ZCERIFIED TRUE EXTRACT

(By order of the Board)

王新华

Chairman

  
.....  
secretary

EB/NMG/2013/MAY/005

03-may-2013

To whom it may concern

Dear Sir/Madam

RE: INTRODUCTION OF SUNSHINE AUTO ASSEMBLY CO. LTD

Please refer to the above named Company.

We hereby introduce SUNSHINE AUTO ASSEMBLY CO. LTD as our customer maintaining 0130010873 TZS account and 013001074 USD account at Exim Bank Namanga Branch.

The accounts are operating at our satisfactory level.

This information is given in strict confidence and without any responsibility, however arising on our part. Should you have any further questions, please feel free to contact at the address or telephone number shown below.

Yours faithfully,



Pendo lauwo

Operations Manager





# **TANZANIA REVENUE AUTHORITY**

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

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

**THIS IS TO CERTIFY THAT  
SUNSHINE AUTO ASSEMBLY CO. LIMITED**

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

**119-614-465**

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

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

**40-015131-P**

**FOR BUSINESS LOCATED AT MWENGE MOROCCO 667  
DAR ES SALAAM**

**WITH EFFECT FROM 12 March 2013**

**GIVEN UNDER MY HAND**

**THIS 12th DAY OF March 2013**

**P. N. Kassera  
COMMISSIONER FOR VAT**



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





# TANZANIA INVESTMENT CENTRE

## REGISTRATION FORM

FOR

## CERTIFICATE OF INCENTIVES

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

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

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

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 WANG XIN HUA  
(director/directors/agent of SUNSHINE AUTO ASSEMBLY CO. LIMITED  
(name of business enterprise) apply for registration of TIC CERTIFICATE  
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 313, MANDELA ROAD, ILALA DAR ES SALAAM.

Copies of the following documents are attached to this application:

- (i) The Memorandum and Articles of Association/or partnership agreement
  - (ii) Certificate of Incorporation/Registration
  - (iii) A copy of the Project Profile or Feasibility Study showing the implementation period, programme of implementation and operative date
  - (iv) Evidence of financing and evidence of land ownership for the project
3. The Head Office of the Company will be situated at MANDELA ROAD, ILALA DSM
4. The Principal Officers of the Company are 1) WANG XIN HUA  
2) XU GUO XIANG
5. Auditors of the Company are TO BE APPOINTED
6. The authorized share capital of the Company is Tshs./US\$ 3,000,000,000/-

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

8. The month and day of the financial year end is 31st DECEMBER

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

I/We enclose a cheque/cash made payable to the Tanzania Investment Centre for Tshs./US\$ 1000/- Being the Registration Fees. *In the event this application is unsuccessful we understand that this fee will not be refunded.*

I, WANG XING HUI of Post Office Number P.O BOX 41490

DSM do solemnly and sincerely declare that I am a director/duly authorized agent of SUNSHINE AUTO ASSEMBLY CO. LIMITED

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

Declared at Dar es Salaam }

The 23rd day of May 2013. }

Applicant  
*[Signature]*

Before me:



*[Signature]* 23rd May 2013  
Commissioner for Oaths

APPLICATION SUMMARY

Company Name: SUNSHINE AUTO ASSEMBLY CO. LIMITED

Certificate of Incorporation Number: 965696595 Status: NEW

Certificate of Incorporation Date: 23rd JANUARY 2013

Post Box: 4490

Town: DARES SALAM

Sector: MANUFACTURING

Sub-Sector: TRUCKS ASSEMBLY

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity

Local Equity

Foreign Loan

Local Loan

USD 100,000

-

-

USD 1,000,000

Project Objectives: TO ESTABLISH PROJECT OF TRUCKS AND ASSEMBLING

Capacity: 150 TONS PER YEAR

Employment: Foreign: 5 Local: 20 Total: 25

Implementation Period: 3 YEARS

Project Location

Site/Plot/Block No.: PLOT NO 318

Street: MANDELA ROAD District: HALA Region: DARES SALAM (Attach sketch map showing project location)

Table with 3 columns: Shareholders, Nationality, %

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

Land/Building	400,000/-
Plant	1,100,000/-
Vehicles	150,000/-
Furniture & Fittings	2,000/-
Pre-expenses	48,000/-
Others	-
Working Capital	300,000/-
<b>TOTAL</b>	<b>2,000,000/-</b>

**Contact Details:**

Name: WANG XIN HUI

Title: DIRECTOR

Telephone: +255757 264284

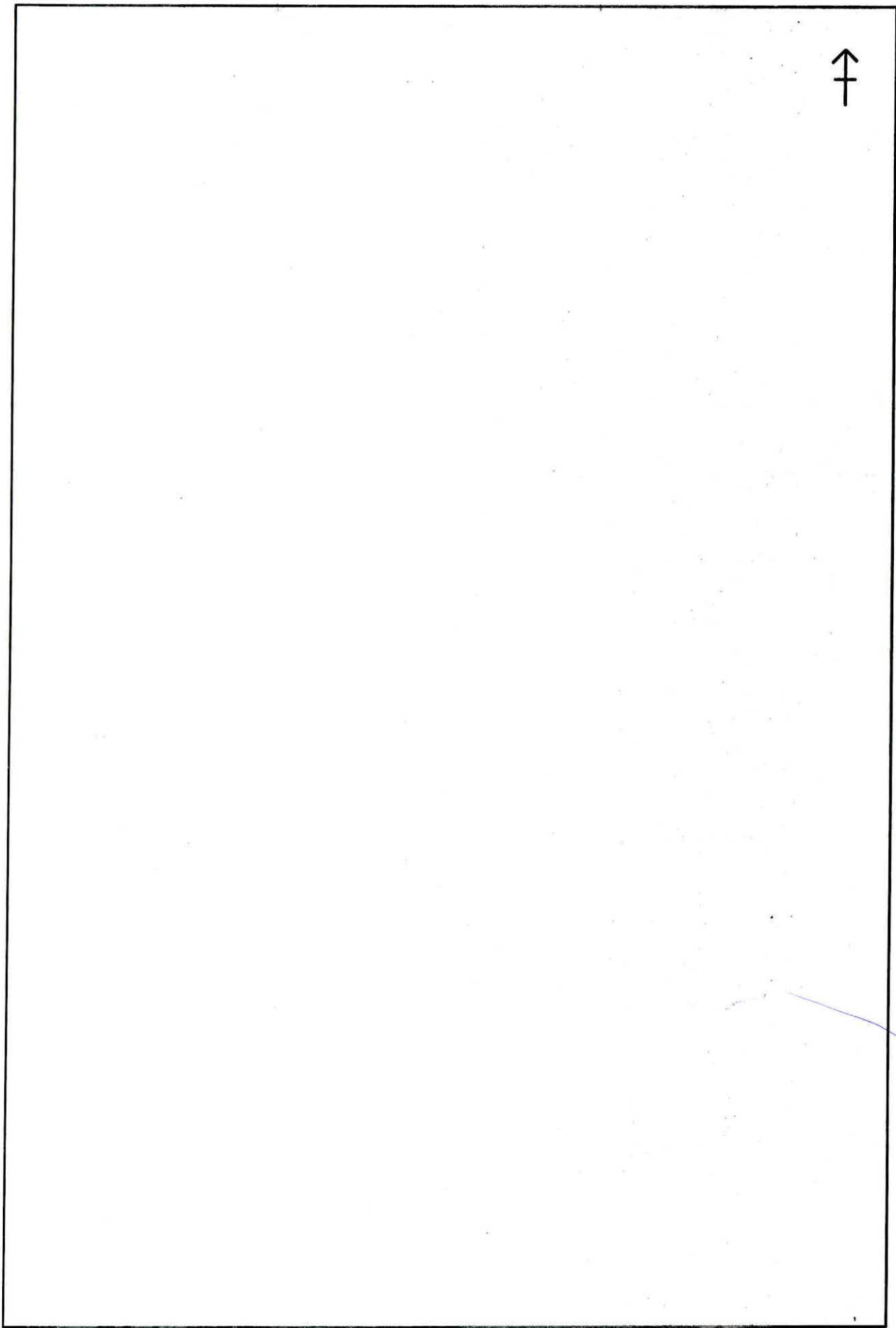
Fax: -

Email: -

**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**





# TANZANIA



## Certificate of Incorporation

Section 15

No 96595

I HEREBY CERTIFY THAT

**SUNSHINE AUTO ASSEMBLY 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 23RD day of JANUARY

**TWO THOUSAND AND THIRTEEN**



*Asst. Registrar of Companies*

CTIN 1705934

ISO 9001 : 2008 Certified



# TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION

FOR

TAXPAYER IDENTIFICATION NUMBER (TIN)

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

**THIS IS TO CERTIFY THAT**

SUNSHINE AUTO ASSEMBLY CO. LIMITED

.....

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

119-614-465

.....01-02-2013.....

with effect from .....

A handwritten signature in black ink, appearing to read 'P. N. Kassera', is written over a rectangular stamp.

P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

# LEASE AGREEMENT

BETWEEN

HERSI WARSAMA

AND

SUNSHINE AUTO ASSEMBLY COMPANY LIMITED

PREPARED BY: -

CRB AFRICA LEGAL,  
6th Floor, Amani Place, Ohio Street,  
P.O. Box 79958,  
DAR ES SALAAM.

Tel : +255 22 213 5637, 776 111 444  
Fax : +255 22 213 5638



certified as a true copy of the original  
ANDREW MKELE  
Commissioner for Oaths

This Lease Agreement is made on this 30<sup>th</sup> day of January 2013.

**BETWEEN**

**HERSI WARSAMA**, a natural person of P.O. Box 4878, **DAR ES SALAAM** (hereinafter referred to as "**the LESSOR**", which expression, when the context so admits, shall also include his legal representatives, agents, assigns and successors in title) of the one part

**AND**

**SUNSHONE AUTO ASSEMBLY COMPANY LIMITED** a body corporate duly incorporated and existing under the laws of the United Republic of Tanzania of Company Incorporation Number 96595 (hereinafter referred to as "**the LESSEE**", which expression, when the context so admits, shall also include its legal representatives, agents, assigns and successors in title) of the other part.

**WHEREAS**

- A. The Lessor is the lawful owner of a plot of land known as Plot No. 318, Mandela Road, Tabata, Dar es Salaam, the particulars of which are better contained in Certificate of Title No. 53267. (hereinafter called "**the Demised Premises**")
- C. The Lessee desires to lease the **Demised Premises** from the Lessor and the Lessor has agreed to lease the Demised Premises to the Lessee.

**AND WHEREAS**

The Lessor and Lessee have agreed that the lease of the **Demised Premises** shall be subject to the terms and conditions as stipulated under this **Agreement**.

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

**1.0 TERMS OF THE LEASE**

1.1 The period of the lease shall be for a period of five (5) years divided into three periods of two (2) years, one (1) year, one (1) year and one (1) year respectively (hereinafter referred to as the "**First Period**", "**Second Period**", "**Third Period**" and "**Fourth Period**" respectively), starting from the 1<sup>st</sup> day of March 2013 to the 28<sup>th</sup> day of February 2018.



ANDREW MKALALI  
ADVOCATE & NOTARY PUBLIC  
FOR OATHS  
22080 D'SALAAM

1.2 That for a period of starting from the date of this Agreement until 1<sup>st</sup> March 2013 (hereinafter referred to as the “Development Period”), the Lessee shall carry out renovation of the Demised remises. That during the Development Period no rent shall be payable and due from the Lessee to the Lessor.

1.3 Renewal for a further tenancy period and/or other term shall be agreed by the parties.

## 2.0 RENT PAYABLE DURING FIRST TENANCY

2.1 The total monthly rent during the First Tenancy, 1<sup>st</sup> March 2013 to 28<sup>th</sup> February 2015 shall be United States Dollars Four Thousand Five Hundred Fifty (US\$ 4,550.00) exclusive of VAT per month only payable yearly in advance, and due before the last working day of February.

2.2 The Lessor shall not increase the monthly rent payable during the continuance and duration of the First Period.

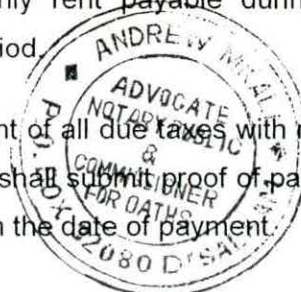
2.3 The Lessee shall be responsible for payment of all due taxes with regard to the rental of the Demised Premises, and shall submit proof of payment of the same within five (5) working days from the date of payment.

## 3.0 RENT PAYABLE DURING SECOND TENANCY

3.1 The total monthly rent during the Second Tenancy, 1<sup>st</sup> March 2015 to 29<sup>th</sup> February 2016 shall be an amount equal to a 10% increase of the rent payable during the First Tenancy and shall be payable yearly in advance before the last working day of February.

3.2 The Lessor shall not increase the monthly rent payable during the continuance and duration of the Second Period.

3.3 The Lessee shall be responsible for payment of all due taxes with regard to the rental of the Demised Premises, and shall submit proof of payment of the same within five (5) working days from the date of payment.



4.0 RENT PAYABLE DURING THIRD TENANCY

- 4.1 The total monthly rent during the Third Tenancy, 1<sup>st</sup> March 2016 to 28<sup>th</sup> February 2017, shall be an amount equal to a 5% increase of the rent payable during the Second Tenancy and shall be payable yearly in advance before the last working day of February.
- 4.2 The Lessor shall not increase the monthly rent payable during the continuance and duration of the Second Period.
- 4.3 The Lessee shall be responsible for payment of all due taxes with regard to the rental of the Demised Premises, and shall submit proof of payment of the same within five (5) working days from the date of payment .

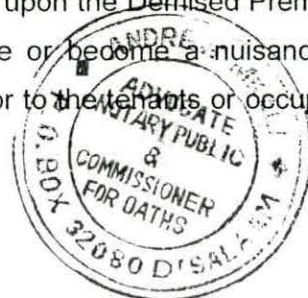
5.0 RENT PAYABLE DURING FOURTH TENANCY

- 5.1 The total monthly rent during the Fourth Tenancy, 1<sup>st</sup> March 2017 to 28<sup>th</sup> February 2018, shall be an amount equal to a 5% increase of the rent payable during the Third Tenancy and shall be payable yearly in advance before the last working day of February.
- 5.2 The Lessor shall not increase the monthly rent payable during the continuance and duration of the Second Period.
- 5.3 The Lessee shall be responsible for payment of various taxes with regard to the rental of the Demised Premises, and shall submit proof of payment of the same within five (5) working days from the date of payment.

6.0 LESSEE'S COVENANTS:

THE LESSEE COVENANTS WITH THE LESSOR as follows: -

- 6.1 Not to do or permit or suffer to be done in or upon the Demised Premises or any part thereof, anything which may be or become a nuisance or annoyance or cause damage to the Lessor or to the tenants or occupiers of neighboring premises.



*Certified as a true copy of the original*  
ANUREN MKALI  
*2017/03/28*

- 6.2 At the Lessee's own cost and within the Development Period, to execute in a substantial and workmanlike manner with the best of materials of their several kinds the renovations, improvements and additions to the Demised Premises for the materials and labour.
- 6.3 At all material times of the lease period to keep the interior of the premises and appurtenances thereof including doors, windows and other fixtures, fittings, electrical wires and fittings, water drains and other pipes and sanitary water apparatus herein, painting and decoration thereof in good repair and fair condition, reasonable wear and tear expected, and to clean regularly the internal and external parts of the Property in the Demised Premises including the compound and surroundings.
- 6.4 To permit the Lessor and their agents and other persons authorized in writing by the Lessor, to enter the demised premises at all reasonable times during the day time with prior consent of the Lessee, such consent not to be unreasonably withheld, for the purposes of viewing the demised premises and undertaking any repairs necessary under the covenants herein contained.
- 6.5 To be responsible for and indemnify the Lessor against all damages occasioned on the Demised Premises or any part of the buildings, or to any person, caused by any act, default or negligence of the Lessee or the servants, licensees or invitees of the Lessee.
- 6.6 In the event the lease is not renewed, at the expiration or sooner determination of the Tenancy Period, to peacefully surrender and yield upon to the Lessor the Demised Premises in good, maintenance, repair and condition, with reasonable wear and tear.
- 6.7 From the date of actual occupation of the Demised Premises, to pay all rates, taxes and other charges for the use of garbage collection, water, electricity and telephone in respect of the demised premises during the said term payable in respect of the demised premises.



Corroborated as a TRUE COPY of the original

ANDREW MKALI

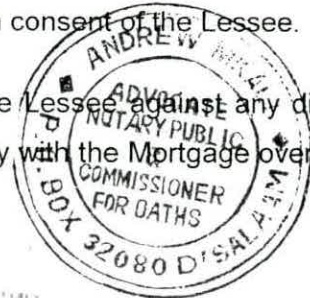
Notary Public & Commissioner for Oaths

- 6.8 At the expiry of the Tenancy Period the Lessee shall make good to the satisfaction of the Lessor all damages thereby occasioned to the demised premises and restore the same to their original state and condition, with reasonable wear and tear expected.
- 6.9 Not to do anything that will invalidate any possible insurance policy or increase premium payable for the premises and to pay the Lessor sums paid by way of insurance premium, and any expenses incurred by the Lessor due to the Lessee's breach of this covenant.
- 6.10 Not to assign, assent, transfer or sublease the Demised Premises, without the Lessors express written consent.

**7. LESSOR'S COVENANTS**

**THE LESSOR COVENANTS WITH THE LESSEE as follows: -**

- 7.1 That it has good title to the Demised Premises and has the right and full power to demise unto the Lessee the premises in the manner and for the use aforesaid.
- 7.2 That the Lessee paying the rent hereinbefore reserved and performing and observing the covenants stipulated herein on his part, shall peacefully hold and enjoy the Demised Premises during the Tenancy Period without unlawful intervention by the Lessor or any person or persons rightfully claiming under or in trust of the Lessor.
- 7.3 To keep the roof, main walls of the houses, and the drains, and supply and pipes carrying the same to the Property in good and leeseable repair and condition during the period of occupancy by the Lessee.
- 7.4 While the lease is in force not to sell, assign, transfer, lease or otherwise dispose the demised premises without the written consent of the Lessee.
- 7.5 That while the lease is in force, to indemnify the Lessee against any direct liability as a result of the Lessors failure to comply with the Mortgage over the Property.



ANDREW MKALI  
 Advocate, Notary Public & Commissioner For Oaths

8. PROVIDED ALWAYS it is HEREBY AGREED AND DECLARED by and between the LESSOR and LESSEE that: -

8.1 In the event of the demised premises or any part thereof being destroyed by fire or by an act of force majeure becomes unlesseeable or for any other reason whatsoever so as to be unfit for use, either party may terminate the lease .

8.2 The Lessor shall not be liable for any injury to the Lessee, invitee, servant, or tradesman resulting from causes other than defective structures in the demised premises.

8.3 In the event the Lessee is not able to complete the developments within the Development period, the parties agree to terminate the said Lease Agreement with each party reverting back to its original position prior to the execution of this Agreement. The Lessee cannot claim any refund or compensation for any works carried out during the said period from the Lessor.

8.4 The Lessee shall comply with all the Municipal and health regulations as may be promulgated by the Dar es Salaam City Council, which involve non-permanent infrastructure of fixtures in the demised premises. These may include cleanliness, garbage removal, hedge & grass cutting and other like regulations.

8.4 Lessee shall not seek recovery from the Lessor in respect of finishes and installation made by the Lessee in the demised premises and these installations shall remain the Demised Premises of the Lessee at the expiry of the Tenancy Period.

8.5 The Lessee shall be permitted to remove any movable fixtures, installed by the Lessee, from the premises at the determination or termination of this Agreement, provided that such removal will not cause damage to the property or fixtures thereon.

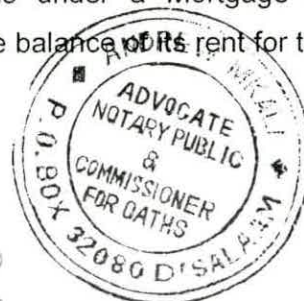
Certified as a True Copy of the Original

ANDREW MKALI

Advocate, Notary Public & Commissioner for Oaths



- 8.6 Any dispute or difference arising between the Lessor and Lessee concerning this Agreement touching their respective rights, duties or liabilities shall be settled by the parties amicably and in the event of the failure to conclude a settlement within two months the same shall be referred to arbitration in accordance with the Arbitration Act, Cap 15 R.E. 2002.
- 8.7 Any notice under this lease shall be in writing. Any notice to the Lessee shall be sufficiently served if left addressed to it on the demised premises or sent to it by registered post or left to its last known address, any notice to the Lessor shall be sufficiently served if delivered to his registered office only. Any notice sent by registered post shall be deemed to have within ten (10) days following the day on which it was posted.
- 8.8 This lease, its implementation and operation shall be construed and interpreted in accordance with the law of the United Republic of Tanzania.
- 8.9 This lease may be terminated if the Lessee fails to observe or fulfill or perform any material covenant or obligation under this lease and such default continues for a period of not less than one month after the Lessor's service of notice of such default on the Lessee.
- 8.10 Notwithstanding the completion of the Tenancy Period, this Agreement shall remain in full force and effect in regard to anything remaining to be done, performed or observed hereunder on the part of the Lessee.
- 8.11 Stamp duty, registration charges and other expenses in connection with or incidental to the preparation of this lease shall be borne by the Lessee.
- 8.12 That in the event the Lease Agreement is terminated as a result of the Lessors failure to meet its obligations under a Mortgage over the property, the Lessee will be refunded the balance of its rent for the period remaining in a given Tenancy Period.



Notified as a true copy of the original  
ANURFW MKALI  
Advocate, Notary Public & Commissioner for Oaths

IN WITNESS WHEREOF the Lessor and Lessee have executed this Agreement on the day, month and year in the manner as hereinafter appears: -

SEALED with the Common Seal of )  
SUNSHINE AUTO ASSEMBLY )  
COMPANY LIMITED in our presence ) SEAL  
this 30<sup>TH</sup> day of January 2013 at Dar es )  
Salaam )

Signature..... *[Handwritten Signature]*  
Name..... Wan Xin Hua  
Postal Address..... 22931 DAR ES SALAAM  
Qualification..... DIRECTOR DUTY

Shs. 874146 Collected  
01740558 Date 9/02/13

Signature..... *[Handwritten Signature]*  
Name..... CHARLES JOHN MOSCO Regional Manager - Itala Exp Res  
Postal Address..... 9752 DAR ES SALAAM  
Qualification..... ADVOCATE



SIGNED and Delivered by the said )  
Hersi Warsama who is identified to me by )  
Abdul Qaubid Ally Abdallah, the latter )  
being known to me personally this )  
30<sup>th</sup> day of January 2013 )

*[Handwritten Signature]*

① WH 10 1/2 USD 5460  
② SD 12 USD 546  
*[Handwritten Signature]* 9/2/13

Signature..... *[Handwritten Signature]*  
Name..... OCTAVIANUS MUSHUKUMA  
Postal Address.....  
Qualification..... Advocate



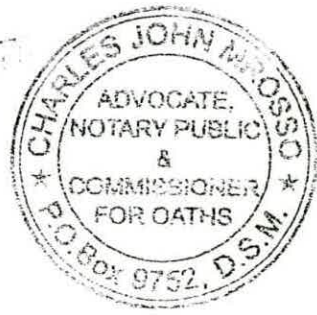
IN WITNESS WHEREOF the Lessor and Lessee have executed this Agreement on the day, month and year in the manner as hereinafter appears: -

SEALED with the Common Seal of )  
 SUNSHINE AUTO ASSEMBLY )  
 COMPANY LIMITED in our presence ) SEAL  
 this 30<sup>TH</sup> day of January 2013 at Dar es )  
 Salaam )

Signature..... *[Handwritten Signature]*  
 Name..... Wan Xin Hua  
 Postal Address..... 22931 DAR ES SALAAM  
 Qualification..... DIRECTOR DUTY

Shs. 874146 Collected  
 01740558 Date 9/02/13

Signature..... *[Handwritten Signature]*  
 Name..... CHARLES JOHN MOSOSO Regional Manager - Iala Tax Revenue  
 Postal Address..... 9752 DAR ES SALAAM  
 Qualification..... ADVOCATE



SIGNED and Delivered by the said )  
 Hersi Warsama who is identified to me by )  
 Abdul Qaubid Ally Abdallah, the latter )  
 being known to me personally this )  
 30<sup>th</sup> day of January 2013 )

*[Handwritten Signature]*

Signature..... *[Handwritten Signature]*  
 Name..... OCTAVIANUS MUSHUKUMA  
 Postal Address.....  
 Qualification..... Advocate



*[Handwritten notes: 1 WHT 10/2 USD 5460, 2 SD 12 USD 546, 9/2/13]*



**TANZANIA REVENUE AUTHORITY**

DEPARTMENT .....

PAYMENT NOTICE AND DEPOSIT SLIP

01740558 /12-13

**PART 1: TAX PAYMENT NOTICE**

1. Taxpayer Name and Address:  
SUNSHINE AUTO ASSEMBLY

2. TIN: 

--	--	--	--	--	--	--	--	--	--

COMPANY LIMITED

3. Tax Debit No.

4. Tax Region ILALA

5. Total Tax Payment TZS 9615606

6. Type of Tax Stamp Duty AND Withholding Tax

GFS CODE	Amount	Tax Period	GFS CODE	Amount	Tax Period
	<u>6006 USD</u>				

**PART 2: TAX PAYMENT DEPOSIT SLIP**

7. Name of Bank ECOBANK

Branch UHURU

8. Payment

Cash:	Denomination	Amount (TZS)	Cents	
<p>2013 FEB -7 A 10: 28</p>	<b>Notes:</b> 10000/-x	<u>6006 USD</u>		
	5000/-x			
	2000/-x			
	1000/-x			
	500/-x			
	<b>Coins</b> 200/-x			
	100/-x			
	50/-x			
	20/-x			
	10/-x			
	5/-x			
	<b>Total Cash TZS</b>		<u>6006 USD</u>	
	<b>Cheques:</b>			
Cheque Number	Drawer's Name	Bank and Branch	TZS	
TOTAL CHEQUES				
<b>GRAND TOTAL</b>				

9. Amount in words DLA ELFU SITA NA SITA

10. Taxpayer's Signature [Signature]

Date 07/02/2013

**THE COMPANIES ACT 2002**  
**COMPANY LIMITED BY SHARES**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**SUN SHINE AUTO ASSEMBLY CO. LIMITED**

Incorporated at..... this..... day of.....2012

***Drawn by:***

Wang Xin Hua  
(Subscriber)  
P.O. Box 4490  
BEIJING, CHINA

THE UNITED REPUBLIC OF TANZANIA



*CERTIFICATE OF INCORPORATION*

No.

---

***I HEREBY CERTIFY THAT***

**SUN SHINE AUTO ASSEMBLY CO. LIMITED**

In this day incorporated under the Companies Act 2002

And that the Company is Limited

GIVEN under my hand, at Dar es Salaam, the            day of  
Two Thousand and Twelve

---

**Registrar of Companies**

TANZANIA  
Stamp Duty Shs. 5000/-  
PAID ON ORIGINAL  
Receipt No. 31302 of 24/11/13  
Stamp Duty Officer

THE COMPANIES ACT 2002  
COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF  
SUN SHINE AUTO ASSEMBLY CO. LIMITED

TANZANIA  
Stamp Duty Shs. 2500/-  
Paid  
Receipt No. 31302 of 24/11/13  
Asst. Registrar of Companies

1. The name of the company is "SUN SHINE AUTO ASSEMBLY CO. LIMITED"
2. The Registered office of the Company will be situated in Tanzania.
3. The objects for which the Company is established are:-
  - (a) To carry on the business as manufacturers, principals or agents representatives of importing, exporting, buying, selling, distributing, of motorcycle, motor vehicles, cars, trucks, lorries or other vehicles, bicycles, car assembling, motor vehicles spares and parts of all descriptions, railway, fuel and other oils, petroleum of all kinds and other spares, accessories, motor cycles, bicycles, tractors, fishing gears, new and second hand spare parts and accessories and generally to deal in all types of motor spare parts and industrial and agricultural machinery and parts, electronic goods and accessories thereof.
  - (b) To carry on the business as selling, buying, manufacturers, principals or agents representatives of importing, exporting, distributing of all kinds of agricultural equipments, hoe, tractor, plough, spare parts, agricultural and industrial machinery and equipments, mining equipments, bolts, nuts, tyres and tubes, batteries, battery solution and other spares accessories thereof.
  - (c) To carry on the business of garage proprietors and service station for motor vehicles of all kinds, to carry on the safe keeping, cleaning, repairing, refueling, panel beating, body builders, spraying and the general care of motor vehicles, aircraft, machinery, equipment and plant whether moved by mechanical power or not, implements, utensils, appliances, apparatus, fuel for internal combustion engines, lubricants, cements, solutions, batteries and accessories and all things capable of being used in connection with the said businesses or in the manufacture or maintenance of such vehicles, machinery, equipment and plant.
  - (d) To carry on all or any of the business of transport, carriage and haulage contractors, owners and charter of road vehicles, aircraft and ships and boats of every description and carriers of goods and passenger by road, rail, water or air and to establish, acquire, maintain and operate transport service of every description both public and private and all services ancillary thereto and for such purposes or as independent undertakings to purchase, take in exchange, charter, hire, build, contract or otherwise acquire and to own, operate, work, manage, maintain, repair, service and deal with and in road vehicles, aircraft and vessels of every supplies therefore and to conduct any such business

within the country or any other state in Africa or Europe or Asia and or any other foreign country.

- (e) To carry on the business of dealing in importing, exporting, marketing, manufacturing stocking, buying, selling whether by wholesale or retail of various categories of goods and merchandise, and to act as insurance agents, commission agents, brokers and manufacturers, representatives in all fields. To be agent of foreign company and to establish business enterprises whether small scale, industries and generally deal in all kinds of general merchants and to import, export and all either by merchandise and articles of all description.
- (f) To carry on the business as general distributors of all sorts and types of products and services to individuals, offices, industries, shops, schools, factories, hospitals, army, military, ministries and all other government offices, universities and all other places where the services of a supplier are needed.
- (g) To carry on the safe keeping, cleaning, repairing, refueling and the general care of motor vehicles of all kinds whatsoever form of propulsion maybe used.
- (h) To carry on the business of warehousemen and storers of goods, wares and merchandise of every kind and description and whatsoever.
- (i) To carry on the business of clearing and forwarding agents, commission agents, transporters, freighters, hauliers, customs bonded warehouse and godown keepers, cargo and travel agents, insurance agents, tourist agents, manufacturers' representatives, road contractors, cargo superintendents, packers, machinery haulage specialists, warehousemen, engineers and electricians.
- (j) To carry on the business of supplying of stationery, office equipment, writing materials, teaching aids and other educational establishment and as agents, school uniforms and stationers in all their business and to buy and sell stationery, office requirements and equipment, all types of books, sundry goods and to act as general merchants and commission agents of print and bind and manufacture stationers and other requirements.
- (k) To carry on the business of commission agents of all types of petroleum products ranging from crude/black oil to white/refined products such as gas, paraffin, petrol, kerosene, engine oils, gas-oil/diesel, oils and other lubricants, grease bitumen, petrochemical etc. and petroleum by-products; by providing a business link between the producer/suppliers and the buyers/customers within the country and elsewhere in the World, thus to initiate and conclude business negotiations/deals on their behalf.

- (l) To carry on the business as general traders, suppliers, merchants, stockists, wholesalers, retailers and dealers in all types of electrical goods, hardware, building materials, spare parts and maintenance, tyres, tubes, tools and accessories for all types of automotive, motor vehicles, agricultural machinery, implements, equipment, all kinds of industrial projects machinery and equipment, timber, fishing gears, groceries, computers, office equipments, cooking oils, foodstuffs, cosmetics, oils, paints, spirits sheets, hinges, screws, iron mongery, textiles piece goods, all types of leather goods, shoes, bags and other similar goods.
- (m) To carry on the business of establishing and running supermarkets, department stores, shopping malls, provision stores, groceries and shops of all kinds and description and generally to deal with such activities.
- (n) To carry on the business of household, domestic appliance and electrical goods, electronic items, audio visual goods, building material, hardwares, foodstuff, agricultural products and merchandise of every nature, kind and description whatsoever as a dealer, wholesaler, retailer, distributor, importer, exporter and after sales service and repairing.
- (o) To carry on the business as general buyers and sellers of agricultural products, such as coffee, tea, cashewnuts, peanuts, beans, cereals, sunflower, simsim, cotton, sunflower ginneries, cowpeas, yellow gram, green monks, sesame and to be general suppliers in local and export markets, to be general babers and confectioners and generally to be traders and manufacturers of the above.
- (p) To carry on the business and act as managers of investments and investment company, business of property managers, developers, real estate agents valuers, decorators, engineers and to generally be able to carry out activities of any description with regards to land, property and real estate, investment in any type of property, buildings, lands, securities, bonds, shares and any property act as a holding company with subsidiaries and invest in any projects as the company may think fit.
- (q) To carry on the business of marketing, services, consultancy and selling of all types of information technologies, computer systems, conference systems, telecommunication systems, security systems, public address systems, data communication and to train, research, install and after sale services of electronic systems, voice and data networks and any other systems or components which the company may think fit, necessary or incidental to this business.
- (r) To provide the business of tour operators, travel agents, tourist agents and contractors, insurance, forwarding and general agents, aircraft and ship owners, charters, hotels, apartment and lodging house keepers, caterers, advertising agents and generally to facilitate traveling and provide for tourists and travelers or promote and provisions of facilities

of every description and in particular by means of booking of travel ticket and hotel and lodging accommodation, providing guides, safe deposits, inquiry bureaux and baggage transport and arranging and operating tours.

- (s) To carry on the business of wholesalers, retailers, general traders, suppliers, merchants, importers, exporters, stockists and dealers in all types of clothes, bags, shoes, textile materials, tie and dye, boutique, caps, selling second hand clothing, dresses of types and description whatsoever.
- (t) To manufacture and process all kinds of garments and apparels including shirts, trousers, dresses, hosieries, underwears, outwears, head gears and all other textiles piece goods of any other description.
- (u) To advance money to any person or persons or corporations, either with or without interest upon the security of freehold or leasehold property by way of mortgage, or upon marketable security and in particular to advance money to shareholders in the company, and others, upon the security of or for the purpose of enabling the person borrowing the same to effect or purchase, or enlarge or repair any house of building or to purchase the free simple or any term or terms of years of any property in Tanzania, or elsewhere upon such terms, and conditions as the Company may think fit.
- (v) To engage in and carry out the business of proprietors and managers of hotels, restaurants, cafes, road houses, motels, safari and holiday camps, caravan sites, guest houses, apartment housekeepers, refreshment and tea rooms, milk and snacks bars, tavern, beer house and lodging housekeepers and to provide food and catering services to individuals, private and public institutions and to industrial and business concerns.
- (w) To carry on the business of miners and mining in all their branches and for the said purpose to peg, purchase, take on lease, or exchange or otherwise acquire concessions, grants, easements, options, claims, properties, cassettes and effects supposed to contain minerals, diamonds, or other precious stones, and any interest therein, and to explore, mine, work, excise develop and turn to account mines and mining rights and any undertaking connected therewith.
- (x) To purchase, take on lease and otherwise acquire for investment or resale any estate, land, buildings, easements and other rights and interests in immovable property or any tenure in Tanzania and elsewhere and to sell let or lease exchange or otherwise dispose of or grant rights over any immovable property, belong to the company.
- (y) To purchase, take or lease or in exchange, hire or otherwise acquire and hold any state or interest in any lands buildings, casements, rights,

licenses secret processes, machinery, plants, stock, in trade and real or personal property of any kind.

- (z) To accept payment for any property or rights sold or otherwise disposed or dealt with by the company either in cash, by installment or otherwise or in fully or partly paid up shares of the company or corporation, with or without deferred or preferred or guaranteed rights.
- (aa) To carry any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with the above business or the general business of the company.
- (bb) To act as agents for the sale and purchase of any stocks shares or securities or for any other monetary or mercantile transactions.
- (cc) To act as executors and trustees of wills and settlements made by customers and others and undertake and execute trusts of all kinds.
- (dd) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either or though agents, sub-contractors, trustees and otherwise.
- (ee) To remunerate any person, firm or company rendering services to this company, whether by cash payments or by allotment to him or them of shares or securities of the Company credited and paid in full or in part, otherwise.
- (ff) To accept for safe custody and keep for customers of the company all kinds of securities valuables and things.
- (gg) To lend money on any terms that may thought fit, and particularly to customers or other person or corporations having dealing with societies and to give any guarantees that may be expedient.
- (hh) To advance money to shareholders in the company, and other to the purpose of enabling the person borrowing the same erect or purchase, or enlarge or repair any house or building or to purchase the fee simple or any less estate or interest in, or to take a demise for any term or terms of years of any freehold or leasehold property upon such terms and conditions as the company may think fit.
- (ii) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (jj) To distribute among the members in pieces any property of the company, or any proceeds of sale or disposal of any property of the company.

- (kk) To draw, make, accept, endorse, discount execute and issue promissory notes, bills of lading, warrants, debentures and negotiable or transferable instruments.
- (ll) To act as agents or brokers, and as trustees for any person firm or company, and to undertake and perform sub-contracts and also to act in any other business of the company through or by means of agents, brokers, sub-contractors or others.
- (mm) To obtain any provisional order, ordinance or act of Parliament for enabling the Company to carry any of its objects into effect, or for affecting any modification of the Company's constitution, or any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the company's interest.
- (nn) To take or otherwise and hold shares in any other company having objects altogether or in part similar to this company, or carrying on any business capable of being conducted so as directly or indirectly to benefit the company.
- (oo) To transact or carry on all kinds of Agency business and in particular in relation to the investment of money, the sale of property, and the collection and receipt of money.
- (pp) To do all other things as may be deemed incidental or conducive to the entertainment of the objects or any of them.

And it is hereby declared that:-

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

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



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

4. The Liability of the Members is Limited.

5. The capital of the Company is Shillings 8,000,000,000/= divided into 1,000 shares of Shillings 8,000,000/= 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, are desirous of being formed into a company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses, and Description of Subscribers.	Number of shares taken by each Subscriber	Signature
WANG XIN HUA P. O. BOX 4490 BEIJING, CHINA	500	
MI GAO XIANG P. O. BOX 4490 BEIJING, CHINA	500	

Dated at... *Am* ..... this *21*... day of... *JANUARY* ..... 20*13*.

Witness to the above signatures:

Name : .....

Signature : .....

Postal Address : .....

Qualification : .....

*Abel Mendo Neallaba*  
  
*P.O. Box 2567*  
*Advocate*



TANZANIA  
Stamp Duty Shs. 5000/-  
PAID ON ORIGINAL  
Receipt No. 31302 of 2/1/13  
Stamp Duty Officer

THE COMPANIES ACT 2002  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
SUN SHINE AUTO ASSEMBLY CO. LIMITED  
PRELIMINARY

TANZANIA  
Stamp Duty Shs. 2500/-  
Receipt No. 31302 of 2/1/13  
Asst. Registrar of Companies

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

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

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

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

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

PRIVATE COMPANY

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

## TRANSFER OF SHARES

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

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

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

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

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

## 6. DIRECTORS

- (a) Until otherwise determined by the company in General Meeting the Directors shall not be less than two and not more than four in number.
  - (b) The following persons shall be the first Directors of the company:-
    1. WANG XIN HUA
    2. MI GAO XIANG
7. The shareholding qualification for Directors may be fixed by the company in General Meeting, and unless and until so fixed no qualification shall be required.
  8. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be 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 by the issue 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 or a Director and Secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

#### ALTERNATE DIRECTORS

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

## WINDING UP

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

## ALTERNATION OR ADDITION

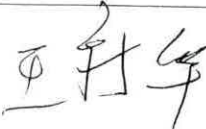

20. Subject to the provisions of the Act and to those contained in the Memorandum of Association the Company may by Special Resolution make alteration or addition so made shall be as valid and effectual as if originally contained in those articles and be subject in like manner to alteration by Special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

## INDEMNITY

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

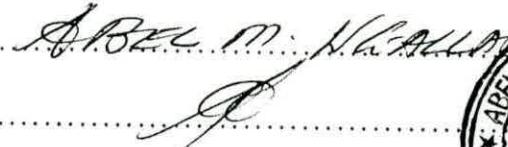
## ARBITRATION

22. If and whenever any dispute or difference shall arise between the Company and any of the members or their respective representatives touching upon the construction or meaning of any of the Articles herein contained or any act matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising here under or arising out of the relation existing between the parties by reasons of these Articles or the Act, such differences shall (unless a sole arbitrator be agreed upon) forthwith be referred to the arbitration of three (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, Addresses, and Description of Subscribers.	Number of shares taken by each Subscriber	Signature
WANG XIN HUA P. O. BOX 4490 BEIJING, CHINA	500	
MI GAO XIANG P. O. BOX 4490 BEIJING, CHINA	500	

Dated at Asom..... this 21 day of JANUARY..... 2013.

Witness to the above signatures:

Name : ABEL M. NGALLABA  
 Signature :   
 Postal Address : P.O. Box 2567 Asom  
 Qualification : ADVOCATE



SUNSHINE AUTO ASSEMBLY COMPANY LIMITED

# BUSINESS PLAN

FOR

# TRUCKS ASSEMBLY

# PROJECT

PREPARED FOR

SUNSHINE AUTO ASSEMBLY LTD.

P.O. BOX 4490

DAR ES SALAAM

## 1.0 EXECUTIVE SUMMARY

### 1.1 Introduction

M/S SUNSHINE AUTO ASSEMBLY LTD herein referred as a company is a locally registered company with a Certificate of Incorporation No. 96595 dated 23<sup>rd</sup> January 2013. The directors of this company are two Chinese with vast international business experiences, operating various businesses in China and Tanzania, in Tanzania the company has already registered various projects such as Transportation, warehouses, mineral processing etc

Through the years of research and innovation, the company shareholders have obviously created an advantage in the market network, product, technology and cost and established a unique enterprise culture. Having operated in China for many years the shareholders decided to establish physical presence in Tanzania by establishing various project has mentioned above.

Shareholders have registered a new company in Tanzania and will work together with another very successful Chinese company in automobile industry

## 1.2 The Project

M/S SUNSHINE AUTO ASSEMBLY LTD sets out a proposal for Investment in the establishment of a SKD trucks assembling plant in Tanzania to be located at Plot No. 318, Mandela Road, Tabata, Ilala- Dar es Salaam. The company will import Machinery, Equipments and other facilities form China to facilitate establishment of the proposed project in the country. Depending on the market consumption rate, Initial assembling capacity is proposed to be 15 trucks per month; this capacity will increase gradually reaching 50 units per month in the fifth year.

This project will make available quality heavy duty trucks that will be used for:

- Transportation of transit cargo to neighboring landlocked countries of East and Central Africa namely: Rwanda, Burundi, Uganda, Malawi, Zambia and the Democratic Republic of Congo.
- Movement of construction and Building material from production to construction sites
- Movement of food and cash crops from farmers to consumers in urban areas and export outlets.

- Movement of people from one place to another
- Provision of standard and affordable prices for cargo handling and transportation services to local and foreign clients.

The macro objectives of establishing the project is to support economic, social and administrative activities in Tanzania and neighboring countries. Also, to increase the competitiveness of Tanzania goods and products in the export markets and to provide linkages to other sectors of the economy by offering competitive transport rates.

### 1.3 The Project Promoters

The project is being promoted M/S SUNSHINE AUTO ASSEMBLY, a newly registered company in Tanzania whose shareholders are as follows:

S/N	NAME OF SHAREHOLDERS	PERCENTAGE OF OWNERSHIP	NATIONALITY
1	Wang Xin Hua	50	Chinese
2	Mi Gao Xiang	50	Chinese

## 1.4 The Market

The Economic reforms which were undertaken in the economy from the mid 1980s increased the demand for transportation facilities for domestic and transit cargo. The following are some of the factors that contributed to such an increase in demand for these services in the country.

- Increased transit trade between Tanzania and its neighbors especially Uganda, Rwanda, Malawi, Burundi, and the Democratic Republic of Congo.
- Increased level of rehabilitation and expansion of urban and truck roads by the Government and International assistance agencies which have subsequently resulted in increased kilometers of passable roads by small and heavy-duty vehicles.
- Rise in people's standard of living and change in people's consumption patterns;
- General improvement in the national economy, especially the balance of payment which has made it possible for the Government to achieve greater capability to import critical products into the country;

- Increase general level of investments in industrial activities which are the major users of industrial inputs;

These factors have led to increase demand for transportation services for products in and outside the country. Furthermore, these factors have created the impetus for increased inflow of investment capital by foreign and local private investors who have in large numbers decided to establish cargo transportation project.

The reforms, which were introduced in the sector, aimed at influencing the inflow of and increased supply of both capital goods and other industrial products and their distribution in the country and beyond the national border. Tanzania therefore has a potential market for trucks. But all trucks are imported from outside the country making them very expensive to be afforded by most Tanzania. Furthermore Importation have to go through a difficult and bureaucratic clearance procedures at the port. It is on this background that M/S SUNSHINE AUTO ASSEMBLY wishes to establish a truck assembling plant in the country in order to make available cheap, quality and stress free trucks. The company targets both domestic and export market particularly the East African market

## 2.0 THE PROJECT

### 2.1 Project Description

M/S SUNSHINE AUTO ASSEMBLY sets out a proposal for Investment in the establishment of a SKD trucks assembling plant in Tanzania. The main categories will be cargo trucks to be assembled of various brand

Specific requirements for the project includes but not limited to:

- Mobilization of financial and Human resources for the project
- Acquisition and or construction of large Industrial premises for truck assembling processes and a yard for keeping and display the finished products
- Acquisition of complete truck assembling machinery and Equipment form china
- Procurement of office equipment namely: telephones, facsimile machine, personal computers, air conditioners and installation of local area network at head company's head office
- To import Semi knocked down (SKD ) truck parts form china

### 2.3 Project Location

The proposed project will be located at Plot No. 318, Mandela Road, Tabata Ilala, Dar es salaam Region. The company has rented a factory premise big enough to accommodate complete assembling machinery and Equipment together with a yard for keeping and display of finished products

### 2.4 Marketing Strategies

The company target is to be a world well-known heavy duty truck manufacturer proving customers with cleaner, energy-saving, safer and comfoter transportation vehicles. In order to realize this target the company insist on carrying out four strategies namely: Internationalization, technology ahead, high quality and low cost and regionalization to realize the internalization of products, market capital, mechanism, brand and talent and establish an international sustainable company with self-motivation, capability and core competitiveness.

### 2.5 SKD Truck Assembling Process

- Set the two main assembly lines, an interior assembly, final assembly and installation of chassis assembly line; interior by plate transmission line assembly, chassis and

final assembly line preceding use of land towline conveyor, later adopted tow-plate conveyor.

- With Nissan's advanced technology and by function modular assembly principles set production line, using dashboards, doors, bumper, engine and front suspension, rear suspension first-packing, then the cable to reduce the main line of labour, there will be mainline working hours drop to a minimum to make use of the mainline working digits
- After the painting, the car is pushed back to the ground manpower vehicle body lines by hanging lifting: interior body assembled to end with their own lifting equipment hoist assembly area
- Frame with car assembly workshop by human pushed to corresponding station, the frame on the line by hanging lifting, frame chassis turning machines used turn to the process of assembly, engine on line by crane
- Packed boxes by hanging hoisting installation
- Brake fluid, air-conditioning hoisting installation
- Brake fluid, air-conditioning fluid filling the vacuum cycle using quantitative methods

### 2.5.1 Simple process

Interior Line

Car body line-harness-3machines-door 1-door 2-meter panels-glass

Chassis Line

Frame on line-harness, pipe-front suspension-rear axle-steering braking-turn-Engine parts-water tank-Exhaust-tank-car body

Final assembly line

Wheel-containers, bumper-water, fuel-test

Test line

Vehicle Inspection-Wheel alignment test-Headlight adjustment test-sideslip test-speed test-Brake test-exhaust gas Analysis sound level measurement-Bottom check-primary inspection-Article decorative stickers-Air conditioning system leak-rain test- Final Inspection-road test -storage

## 3.0 MANUFACTURING SECTORS IN TANZANIA

Information provided under this section is obtained from the economic survey of 2009

## Sector Growth

The growth rate of manufacturing activities was 9.9 percent in 2008 compared to 8.7 percent in 2007. The growth was attributed to increase in industrial production of food and milk; chemical and printing, and increased production of goods for export. The contribution of manufacturing activities to the Gross Domestic Product (GDP) increased to 9.4 percent in 2008 from 9.2 percent in 2007

## Small Enterprises

In 2008, sensitization and dissemination of 19 new technologies to small enterprises was carried out, and led to manufacturing of 118 machines and 1,780 spare parts. The technologies disseminated to owners of small enterprises among others included: food processing; reduction of consumption trees and woods products for energy; packaging of processed foods; production of construction materials particularly bricks; manufacturing of lime and chalk; grinding of cooking oil from palm tree and manufacturing of soap and skin and hide processing.

In 2008, advisory services related to business development and production activities were provided to a total of 6,139 entrepreneurs. Likewise, 770 entrepreneurs were provide

training in the following areas: processing of skin; chalk, cashew nuts, animal foods, bamboo, pottery and processing and preservation of foods. Out of those, 673 entrepreneurs were trained on food processing and 178 skin processing. Training on skin processing was undertaken in regions of Mar, Mwanza, Shinyanga, Tabora, Singida, Manyara, Arusha, Kagera and Morogoro. In addition, a total of six entrepreneurs' exhibitions were

Undertaken in 2008 whereby 1,269 entrepreneurs displayed and sell products worth shs 528 million. Likewise, 1,854 entrepreneurs obtained loans worth shs 1.2 billion providing a total of 3,669 new employments

### **Production Cost**

The cost of manufacturing production increased to shs 1,747,229 million in 2008 from shs 1,712,247 million in 2007, , equivalent to an increase of 2.0 percent. The increase was due to rise in the cost of production particularly fuel.

### **Production in Selected Industries**

Generally, production in selected industries declined in 2008. The decline was due to rise in production cost, and suspension of production in steel; textile; and skin and hide industries.

In 2008, production to corrugated iron sheets decreased from 36,492 tons to 31,743 tons in 2007, equivalent to a decrease of 13 percent. Production of steel and steel products decreased from 52,163 tons in 2007 to 39,969 tons in 2008, equivalent to a decrease of 23.4 percent. Production of sisal ropes declined from 7,783 tons in 2007 to 7,012 in 2008, equivalent to a decrease of 10 percent. Production of sisal ropes increased from 1,630 million tons in 2007 to 1,756 million tons in 2008, equivalent to an increase of 7.7 percent.

Production of wheat flour decreased from 406,336 tons in 2007 to 287,925 tons in 2008, equivalent to a decline of 29.1 percent. However, production of biscuits and spaghetti increased from 11,273 tons in 2007 to 15,435 tons in 2008, equivalent to an increase of 36.9 percent.

Production of beer declined from 310,194 million litres in 2007 to 291,178 million litres in 2008, equivalent to a decrease of 6.1 percent. Production of Kibuku brew declined from 10,320 million litres in 2007 to 10,235 million litres in 2008.

Equivalent to a decrease of 0.8 percent. Production of Konyagi declined from 5,622 million litres in 2007 to 4,049 million litres in 2008, equivalent to a decrease of 28 percent. However,

production of cigarette increased form 5,821 million in 2007 to 6,101 million in 2008, equivalent ot an increase of 4.8 percent.

#### 4.0 MANAGEMENT AND ORGANIZATION STRUCTURE

##### 4.1 Management

The company policy is to have adequate manpower to manage its operations efficiently.

M/S SUNSHINE AUTO ASSEMBLY believes in keeping on board only the very essential manpower strength, to develop them into highly motivated and sincere company team for the best and efficient operations of the company.

The company will have a team of qualified and experienced functional staffs in the areas of Operations, Marketing, and Finance & Administration.

##### 4.2 Management Policy

The day to day operations will be managed by the General Manger, to be assisted by production Engineers who will be in charge of truck assembling operations. The Company will employ other professionally in the areas of marketing, Finance, Human Resources, logistics and supplies and others for smooth Implementation of the project

The General Manager will manage the company under the policy guidance of the Board of Directors

#### 4.3 Organizational Structure

It is proposed that the company's operations be headed by the General Manger under who will assist the Production Engineer and other professional in the areas of Marketing, Finance, Human Resources, Logistics and Supplies, The General Manager will be functionally responsible for achieving the Business plan prepared every after five year. He will also be responsible for the entire function fot the company subject to policy guidance set. The Marketing officers will be responsible for both the domestic and export sales and marketing. The job responsibilities will include market planning and development, sales promotion and sales co-ordination.

#### 4.4 Manpower Requirement and Emoluments

The estimated manpower requirement for the project is 25 people including 5 Chinese Engineers/Technician as shown below;

## 5.0 Project Investment Cost

The estimated capital investment cost of the project is US\$ 2m

### M/S SUNSHINE AUTO ASSEMBLY COST STRUCTURE

PARTICULAR	US\$
Land and Buildings	400,000.00
Machinery & Equipment	1,100,000.00
Motor Vehicles	150,000.00
Furniture & Fittings	2,000.00
Pre expenses	48,000.00
Working Capital	300,000.00
<b>TOTAL</b>	<b>2,000,000.00</b>

## 5.1 Financing Pattern

The project will be financed by equity and loan from financial institutions

	US\$
Equity	100,000
Loan	1,900,000
<b>Total</b>	<b>2,000,000</b>

## 6.0 Financial Analysis

### 6.1 Considerations and Assumptions:

The corporate tax charged is 30% of the profits. Capital investment allowance is 50%. The capital assets are exempted from custom duty and Value Added Tax. The straight line method to depreciate the project's capital items has been applied, it is assumed to be 5% annual depreciation.

It is assumed that the major building raw material will be procured from local market and other will be imported. Revenues have been conservatively estimated based on experience of the promoters and trends in the Real estate industry.

8 years financial projections have been worked out

### 6.2 Financial Statements:

### 6.3 Projected Rental Revenue

For projection purposes, it is assumed that the economic life of the project is 8 years, and that revenue from commercial building business commence from the first year of operation.

PROJECTED REVENUE

	1	2	3	4	5	6	7	8
Revenue	1,400,000	1,512,000	1,632,960	1,763,596	1,904,684	2,057,059	2,221,624	2,399,353

#### 6.4 Projected Profit and Loss Statement

The Income and Expenditure Statement shows the projected income for the 8 years period. The position depicted is that the project earns profit throughout its life. Accumulated after tax profits grow from. US\$ 120,960 in first year to US\$ 2,902,602 in the 8 year (refer appendix I)

#### 6.5 Projected Cash Flows

This is shown in the Projected Cash Flows Statement in appendix II. They indicate that the project will meet its entire financial obligation, the cash flow in the first year US\$ 12,517 and grow up to US\$ 1,614,602 in 8<sup>th</sup> year, (refer appendix II)

#### 6.6 Projected Balance Sheet

The projected Balance Sheet of the projected is shown in the financial statements under **appendix III**, Total net assets of the project increases from US\$ in 1,857,897 at the end of the first year of operation to US \$ 2,455,402 in the 8<sup>th</sup> year .Therefore; balance sheets depict a healthy financial

#### 7.0 Implementation Schedule

Project implementation is expected to be relatively very short once project has been approved it is estimated that construction of serviced furnished apartment will be completed within two years:-

### Project Implementation

S/N	ACTIVITY	PERIOD
1	Processing TIC Certificate of Incentive	May 2013
2	Processing Exemptions	June-August 2013
3	Mobilizing Fund	May -September 2014
4	Renovation of building	October 2013-February 2014
5	Ordering Machines and other equipment	September 2014-February 2014
6	Testing business and in house training	November 2014 -January 2015
7	Commercial operations	March 2015

The proposed project will result into the following social and economic impacts:

- Make available cheap, quality and tress free heavy duty trucks
- Increase the provision of high quality services in the cargo handling and transportation
- Increased availability of quality distribution and marketing products along side competitive prices of these products

will result in increased healthy competition among all trading and manufacturing companies

- The project will result in direct employment creation of 25 people many more indirectly
- The Government and other agencies will benefit from various taxes, fees and commissions that will be paid by the company

## 8.0 Conclusion

M/S SUNSHINE AUTO ASSEMBLY set out a proposal to Invest in the establishment of a SKD vehicles assembling project to be located in Dar es Salaam.

The Executive Summary highlights indicate that the proposed project will be financial and economically viable, The project will generate significantly to the social and economic progress by way of increasing the provision of quality cargo handling and transportation services in the country. It is recommended that the project be accorded the required institutional support to pave the way for its expeditious establishment and development.

In that regard; we 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 enable smooth implementation

## 9.0 Recommendations

The project is technically feasible, financially viable, and economically sound, provided the sponsors will manage it efficiently.

It is 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 the Tanzania Investment Act, 1997.

## PROJECTED INCOME &amp; EXPENDITURE STATEMENT

" US \$"

	1	2	3	4	5	6	7	8
Revenue	1,400,000.00	1,512,000.00	1,632,960.00	1,763,596.80	1,904,684.54	2,057,059.31	2,221,624.05	2,399,353.98
Cost of Raw materials (30%)	420,000.00	453,600.00	489,888.00	529,079.04	571,405.36	617,117.79	666,487.22	719,806.19
Cost of Good available for sale	980,000.00	1,058,400.00	1,143,072.00	1,234,517.76	1,333,279.18	1,439,941.52	1,555,136.84	1,679,547.78
<b>Operating Expenses:</b>								
Donation	4,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Electricity	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00
Oil & Lubricants	210,000.00	226,800.00	244,944.00	264,539.52	285,702.68	308,558.90	333,243.61	359,903.10
Salary & Wages	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00
Insurance	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Maintenance	10,000.00	11,000.00	12,100.00	13,310.00	14,641.00	16,105.10	17,715.61	19,487.17
Communication	5,000.00	5,250.00	5,512.50	5,788.13	6,077.53	6,381.41	6,700.48	7,035.50
<b>Total Expenses</b>	<b>434,000.00</b>	<b>453,050.00</b>	<b>472,556.50</b>	<b>493,637.65</b>	<b>516,421.21</b>	<b>541,045.40</b>	<b>567,659.70</b>	<b>596,425.77</b>
<b>Profit before Interest and Depre</b>	546,000.00	605,350.00	670,515.50	740,880.12	816,857.97	898,896.11	987,477.14	1,083,122.01
<b>Interest</b>	228,000.00	228,000.00	228,000.00	228,000.00	228,000.00	228,000.00	228,000.00	-
<b>Depreciation</b>	145,200.00	66,000.00	66,000.00	66,000.00	66,000.00	66,000.00	66,000.00	66,000.00

<b>Profit before Tax</b>	172,800.00	311,350.00	376,515.50	446,880.12	522,857.97	604,896.11	693,477.14	1,017,122.01
Tax (30%)	51,840.00	93,405.00	112,954.65	134,064.03	156,857.39	181,468.83	208,043.14	305,136.60
<b>Profit After Tax</b>	<b>120,960.00</b>	<b>217,945.00</b>	<b>263,560.85</b>	<b>312,816.08</b>	<b>366,000.58</b>	<b>423,427.28</b>	<b>485,434.00</b>	<b>711,985.41</b>
<b>Accumulated Profit</b>	120,960.00	338,905.00	602,465.85	915,281.93	1,281,282.51	1,704,709.79	2,190,143.78	2,902,129.19

APPENDIX II

PROJECTED CASH FLOW " US\$"

	1	2	3	4	5	6	7	8
<b>CASH INFLOW</b>								
Profit/Loss Before Interest and Depr.	546,000.00	605,350.00	670,515.00	740,880.00	816,857.00	898,896.00	987,477.00	1,083,122.00
Equity	100,000.00	-	-	-	-	0	-	-
Bank Loan	1,900,000.00	-	-	-	-	0	-	-
<b>Total Inflow</b>	<b>2,546,000.00</b>	<b>605,350.00</b>	<b>670,515.00</b>	<b>740,880.00</b>	<b>816,857.00</b>	<b>898,896.00</b>	<b>987,477.00</b>	<b>1,083,122.00</b>
<b>CASH OUTFLOW</b>								
Capital Expenditure	1,652,000.00	-	-	-	-	0	0	-
Working Capital	348,000.00	-	-	-	-	-	-	-
Cash		12,517.00	58,133.00	107,388.00	160,572.00	218,000.00	280,006.00	777,986.00
Corporate Tax	51,840.00	93,405.00	112,954.00	134,064.00	156,857.00	181,468.00	208,043.00	305,136.00
<b>Subtotal Cash Outflow:</b>	<b>2,051,840.00</b>	<b>105,922.00</b>	<b>171,087.00</b>	<b>241,452.00</b>	<b>317,429.00</b>	<b>399,468.00</b>	<b>488,049.00</b>	<b>1,083,122.00</b>
Debt Servicing:	-	-	-	-	-	0	-	-

Interest Charges	228,000.00	228,000.00	228,000.00	228,000.00	228,000.00	228,000.00	228,000.00	-
Loan Repayment	271,428.00	271,428.00	271,428.00	271,428.00	271,428.00	271,428.00	271,428.00	-
<b>Total Debt Servicing:</b>	<b>499,428.00</b>	<b>499,428.00</b>	<b>499,428.00</b>	<b>499,428.00</b>	<b>499,428.00</b>	<b>499,428.00</b>	<b>499,428.00</b>	-
<b>Total Out flows</b>	<b>2,551,268.00</b>	<b>605,350.00</b>	<b>670,515.00</b>	<b>740,880.00</b>	<b>816,857.00</b>	<b>898,896.00</b>	<b>987,477.00</b>	<b>1,083,122.00</b>
<b>ACCUMULATED CASH</b>	<b>-</b>	<b>12,517.00</b>	<b>70,650.00</b>	<b>178,038.00</b>	<b>338,610.00</b>	<b>556,610.00</b>	<b>836,616.00</b>	<b>1,614,602.00</b>

APPENDIX III

PROJECTED BALANCE SHEET " US \$"

	1	2	3	4	5	6	7	8
<b>Fixed Assets</b>								
Long-term Assets	1,652,000.00	1,506,800.00	1,361,600.00	1,216,400.00	1,071,200.00	926,000.00	780,800.00	635,000.00
Depreciation	142,200.00	142,200.00	142,200.00	142,200.00	142,200.00	142,200.00	142,200.00	142,200.00
<b>Total Long-term Assets</b>	<b>1,509,800.00</b>	<b>1,364,600.00</b>	<b>1,219,400.00</b>	<b>1,074,200.00</b>	<b>929,000.00</b>	<b>783,800.00</b>	<b>638,600.00</b>	<b>492,800.00</b>
<b>Current Assets</b>								
Accumulated Cash	-	12,517.00	70,650.00	178,038.00	338,610.00	556,610.00	836,616.00	1,614,602.00
Working Capital	348,000.00	348,000.00	348,000.00	348,000.00	348,000.00	348,000.00	348,000.00	348,000.00
<b>Total Current Assets</b>	<b>348,000.00</b>	<b>360,517.00</b>	<b>418,650.00</b>	<b>526,038.00</b>	<b>686,610.00</b>	<b>904,610.00</b>	<b>1,184,616.00</b>	<b>1,962,602.00</b>
<b>Total Assets</b>	<b>1,857,800.00</b>	<b>1,725,117.00</b>	<b>1,638,050.00</b>	<b>1,600,238.00</b>	<b>1,615,610.00</b>	<b>1,688,410.00</b>	<b>1,823,216.00</b>	<b>2,455,402.00</b>
<b>Finaced by:</b>								
Bank Loan	1,900,000.00	1,628,572.00	1,357,144.00	1,085,716.00	814,288.00	541,860.00	271,432.00	-

Equity	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
Retained Earnings	120,960.00	217,945.00	263,560.00	312,816.00	366,000.00	423,427.00	485,834.00	711,985.00
<b>Total Financing</b>	<b>2,120,960.00</b>	<b>1,946,517.00</b>	<b>1,720,704.00</b>	<b>1,498,532.00</b>	<b>1,280,288.00</b>	<b>1,065,287.00</b>	<b>857,266.00</b>	<b>811,985.00</b>

APPENDIX IV

PROJECTED LONG TERM LOAN REPAYMENT

Repayments US\$				
Year	principle	Loan Interest (12%)	Total Amount Paid	Loan Balance
0				1,900,000
1	271,428	228,000	499,428	1,628,572
2	271,428	228,000	499,428	1,357,144
3	271,428	228,000	499,428	1,085,716
4	271,428	228,000	499,428	814,288
5	271,428	228,000	499,428	542,860
6	271,428	228,000	499,428	271,432
7	271,428	228,000	499,428	4
TOTAL	1,899,996	1,596,000	3,495,996	

## COST STRUCTURE

PARTICULAR	US\$
Land and Buildings	400,000.00
Machinery & Equipment	1,100,000.00
Motor Vehicles	150,000.00
Furniture & Fittings	2,000.00
Pre exp	48,000.00
Working Capital	300,000.00
<b>TOTAL</b>	<b>2,000,000.00</b>

## APPENDIX VI

## FIXED ASSETS SCHEDULE (US\$)

NAME OF ASSETS	1	2	3	4	5	6	7	8
Land And Buildings	400,000	380,000	360,000	340,000	320,000	300,000	280,000	260,000
Machinery, Tools & Equipment	1,100,000	990,000	880,000	770,000	660,000	550,000	440,000	330,000
Motor Vehicles	150,000	135,000	120,000	105,000	90,000	75,000	60,000	45,000
Furniture & Fixtures	2,000	1,800	1,600	1,400	1,200	1,000	800	600
<b>Total</b>	<b>1,652,000</b>	<b>1,506,800</b>	<b>1,361,600</b>	<b>1,216,400</b>	<b>1,071,200</b>	<b>926,000</b>	<b>780,800</b>	<b>635,600</b>
<b>DEPRECIATION</b>	<b>2011 USD</b>	<b>2012 USD</b>	<b>2013 USD</b>	<b>2014 USD</b>	<b>2015USD</b>	<b>2013 USD</b>	<b>2014 USD</b>	<b>2015USD</b>
Land and buildings	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Machinery tools & Equipment	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000
Motor Vehicles	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Furniture & Fixtures	200	200	200	200	200	200	200	200
<b>ANNUAL DEPRECIATION</b>	<b>145,200</b>	<b>145,200</b>	<b>145,200</b>	<b>145,200</b>	<b>145,200</b>	<b>145,200</b>	<b>145,200</b>	<b>145,200</b>
<b>CLOSING FIXED ASSETS</b>	<b>1,506,800</b>	<b>1,361,600</b>	<b>1,216,400</b>	<b>1,071,200</b>	<b>926,000</b>	<b>780,800</b>	<b>635,600</b>	<b>490,400</b>



## TIC Evaluation Report

**Name of the Company**  
**Sunshine Auto Assembly Co. Ltd.**

Post Box	Mandela Road, Plot No. 318	COI Number	96595	Contact	Mr. Wang Xin Hua
Post Office	4490	COI Date	23/01/2013	Designation	Director
Region	Dar Es Salaam	Application F. No	11086	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0757 26 42 84
		Sub Sector	Trucks Assembly	Fax	0
		File No	042453	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD										
Plot/Block	Plot No. 318	<table border="1" style="width: 100%;"> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">1</td> </tr> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	1	0	0	1		
Foreign Equity	Local Equity		Foreign Loan	Local Loan								
1	0		0	1								
Street	Mandela Road											
District	Ilala											
Region	Dar es Salaam											

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.4
Mi Gao Xiang	Chinese	50	Plant	1.1
Wang Xin Hua	Chinese	50	Vehicles	0.15
			Furniture & Fittings	0.002
			Pre-expenses	0.048
			Others	0
			Working Capital	0.3
			Total	2

Employment	25	Evaluated By	wf officer4
Capacity	150 tons pa.	Drawn By	wf registry2
Project Turn Over		Project Type	Mixed(Local & Foreign)

**Description**  
 To establish project for trucks assembling

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

**Decision**  
*Approved*  
*Shawn*  
*10/1/13*

3

TICC/PP.10/042453/3

7<sup>th</sup> June, 2013

Managing Director,  
Sunshine Auto Assembly Co. Ltd.,  
P.O. Box 4490,  
**DAR ES SALAAM**

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE  
ESTABLISHMENT OF PROJECT FOR TRUCKS ASSEMBLING**

We wish to acknowledge receipt of your project proposal to establish project for trucks assembling as presented in the TIC P.A. 1 Form No. 11086 and Feasibility Study with a projected investment of USD 2m.

We have studied your project proposal and we 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.(Lease agreement to be certified as true copy of original)

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\$ 1000.00 is payable at the ruling exchange rate before your Certificate of Incentives is prepared. Please make deposit direct to the bank as per bank details below:-

.../2

TICC/PP.10/042453/3

7<sup>th</sup> June, 2013

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

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

Yours sincerely,  
**TANZANIA INVESTMENT CENTRE**

  
Juliet R. Kairuki  
**EXECUTIVE DIRECTOR**

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

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

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

# LEASE AGREEMENT

BETWEEN

HERSI WARSAMA

AND

SUNSHINE AUTO ASSEMBLY COMPANY LIMITED

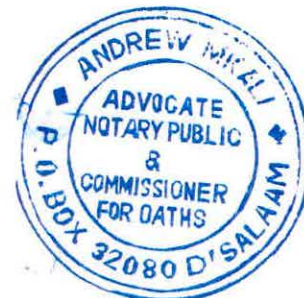


PREPARED BY:-

CRB AFRICA LEGAL,  
6th Floor, Amani Place, Ohio Street,  
P.O. Box 79958,  
DAR ES SALAAM.

Tel : +255 22 213 5637, 776 111 444  
Fax : +255 22 213 5638

Certified True Copy of The Original  
*Komba*  
JUDITH FLAVIAN KOMBA  
Advocate, Notary Public &  
Commissioner for Oaths



Certified as a True Copy of the Original  
*[Signature]*  
Advocate, Notary Public &  
Commissioner for Oaths

This Lease Agreement is made on this 30<sup>th</sup> day of January 2013.

**BETWEEN**

**HERSI WARSAMA**, a natural person of P.O. Box 4878, **DAR ES SALAAM** (hereinafter referred to as "**the LESSOR**", which expression, when the context so admits, shall also include his legal representatives, agents, assigns and successors in title) of the one part

**AND**

**SUNSHONE AUTO ASSEMBLY COMPANY LIMITED** a body corporate duly incorporated and existing under the laws of the United Republic of Tanzania of Company Incorporation Number 96595 (hereinafter referred to as "**the LESSEE**", which expression, when the context so admits, shall also include its legal representatives, agents, assigns and successors in title) of the other part.

**WHEREAS**

- A. The **Lessor** is the lawful owner of a plot of land known as Plot No. 318, Mandela Road, Tabata, Dar es Salaam, the particulars of which are better contained in Certificate of Title No. 53267. (hereinafter called "**the Demised Premises**")
- C. The **Lessee** desires to lease the **Demised Premises** from the **Lessor** and the **Lessor** has agreed to lease the **Demised Premises** to the **Lessee**.

**AND WHEREAS**

The **Lessor** and **Lessee** have agreed that the lease of the **Demised Premises** shall be subject to the terms and conditions as stipulated under this **Agreement**.

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

**1.0 TERMS OF THE LEASE**

- 1.1 The period of the lease shall be for a period of five (5) years divided into three periods of two (2) years, one (1) year, one (1) year and one (1) year respectively (hereinafter referred to as the "**First Period**", "**Second Period**", "**Third Period**" and "**Fourth Period**" respectively) starting from the 1<sup>st</sup> day of March 2013 to the 28<sup>th</sup> day of February 2018.

Certified True Copy of The Original  
*Judith Flavian Komba*  
JUDITH FLAVIAN KOMBA  
Advocate, Notary Public &  
Commissioner for Oaths

ANDREU MKALLI  
ADVOCATE  
NOTARY PUBLIC  
&  
COMMISSIONER  
FOR OATHS  
32080 D. SALAAM  
Certified as a True Copy of the Original

1.2 That for a period of starting from the date of this Agreement until 1<sup>st</sup> March 2013 (hereinafter referred to as the "Development Period"), the Lessee shall carry out renovation of the Demised premises. That during the Development Period no rent shall be payable and due from the Lessee to the Lessor.

1.3 Renewal for a further tenancy period and/or other term shall be agreed by the parties.

## 2.0 RENT PAYABLE DURING FIRST TENANCY

2.1 The total monthly rent during the First Tenancy, 1<sup>st</sup> March 2013 to 28<sup>th</sup> February 2015 shall be United States Dollars Four Thousand Five Hundred Fifty (US\$ 4,550.00) exclusive of VAT per month only payable yearly in advance, and due before the last working day of February.

2.2 The Lessor shall not increase the monthly rent payable during the continuance and duration of the First Period.

2.3 The Lessee shall be responsible for payment of all due taxes with regard to the rental of the Demised Premises, and shall submit proof of payment of the same within five (5) working days from the date of payment.

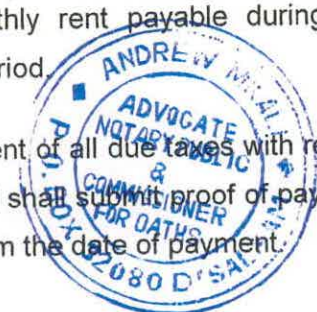
## 3.0 RENT PAYABLE DURING SECOND TENANCY

3.1 The total monthly rent during the Second Tenancy, 1<sup>st</sup> March 2015 to 29<sup>th</sup> February 2016 shall be an amount equal to a 10% increase of the rent payable during the First Tenancy and shall be payable yearly in advance before the last working day of February.

3.2 The Lessor shall not increase the monthly rent payable during the continuance and duration of the Second Period.

3.3 The Lessee shall be responsible for payment of all due taxes with regard to the rental of the Demised Premises, and shall submit proof of payment of the same within five (5) working days from the date of payment.

Certified True Copy of The Original  
*Judith Flavian Komba*  
JUDITH FLAVIAN KOMBA  
Notary Public &  
Commissioner for Oaths



4.0 RENT PAYABLE DURING THIRD TENANCY

- 4.1 The total monthly rent during the Third Tenancy, 1<sup>st</sup> March 2016 to 28<sup>th</sup> February 2017, shall be an amount equal to a 5% increase of the rent payable during the Second Tenancy and shall be payable yearly in advance before the last working day of February.
- 4.2 The Lessor shall not increase the monthly rent payable during the continuance and duration of the Second Period.
- 4.3 The Lessee shall be responsible for payment of all due taxes with regard to the rental of the Demised Premises, and shall submit proof of payment of the same within five (5) working days from the date of payment .

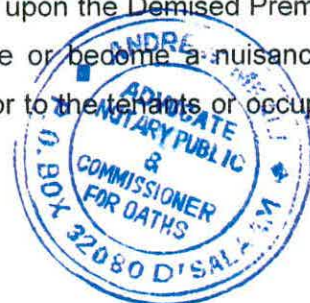
5.0 RENT PAYABLE DURING FOURTH TENANCY

- 5.1 The total monthly rent during the Fourth Tenancy, 1<sup>st</sup> March 2017 to 28<sup>th</sup> February 2018, shall be an amount equal to a 5% increase of the rent payable during the Third Tenancy and shall be payable yearly in advance before the last working day of February.
- 5.2 The Lessor shall not increase the monthly rent payable during the continuance and duration of the Second Period.
- 5.3 The Lessee shall be responsible for payment of various taxes with regard to the rental of the Demised Premises, and shall submit proof of payment of the same within five (5) working days from the date of payment.

6.0 LESSEE'S COVENANTS:

THE LESSEE COVENANTS WITH THE LESSOR as follows: -

- 6.1 Not to do or permit or suffer to be done in or upon the Demised Premises or any part thereof, anything which may be or become a nuisance or annoyance or cause damage to the Lessor or to the tenants or occupiers of neighboring premises.



Certified True Copy of The Original  
*Flavia*  
JUDITH FLAVIAN KEMBA  
Advocate, Notary  
Commissioner for Oaths

Certified as a True Copy of the Original  
ANDURFH MKALI  
Advocate, Notary  
Commissioner for Oaths

- 6.2 At the Lessee's own cost and within the Development Period, to execute in a substantial and workmanlike manner with the best of materials of their several kinds the renovations, improvements and additions to the Demised Premises for the materials and labour.
- 6.3 At all material times of the lease period to keep the interior of the premises and appurtenances thereof including doors, windows and other fixtures, fittings, electrical wires and fittings, water drains and other pipes and sanitary water apparatus herein, painting and decoration thereof in good repair and fair condition, reasonable wear and tear expected, and to clean regularly the internal and external parts of the Property in the Demised Premises including the compound and surroundings.
- 6.4 To permit the Lessor and their agents and other persons authorized in writing by the Lessor, to enter the demised premises at all reasonable times during the day time with prior consent of the Lessee, such consent not to be unreasonably withheld, for the purposes of viewing the demised premises and undertaking any repairs necessary under the covenants herein contained.
- 6.5 To be responsible for and indemnify the Lessor against all damages occasioned on the Demised Premises or any part of the buildings, or to any person, caused by any act, default or negligence of the Lessee or the servants, licensees or invitees of the Lessee.
- 6.6 In the event the lease is not renewed, at the expiration or sooner determination of the Tenancy Period, to peacefully surrender and yield upon to the Lessor the Demised Premises in good, maintenance, repair and condition, with reasonable wear and tear.
- 6.7 From the date of actual occupation of the Demised Premises, to pay all rates, taxes and other charges for the use of garbage collection, water, electricity and telephone in respect of the demised premises during the said term payable in respect of the demised premises.



Certified True Copy of The Original

*Jawad*  
**JUDITH FLAVIAN KOMBA**  
 Advocate, Notary Public &  
 Commissioner for Oaths

Certified as a True Copy of the Original

**ANDREW MKALI**  
 Advocate, Notary Public & Commissioner for Oaths

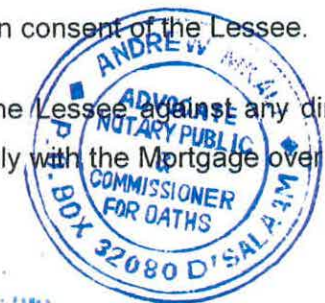
- 6.8 At the expiry of the Tenancy Period the Lessee shall make good to the satisfaction of the Lessor all damages thereby occasioned to the demised premises and restore the same to their original state and condition, with reasonable wear and tear expected.
- 6.9 Not to do anything that will invalidate any possible insurance policy or increase premium payable for the premises and to pay the Lessor sums paid by way of insurance premium, and any expenses incurred by the Lessor due to the Lessee's breach of this covenant.
- 6.10 Not to assign, assent, transfer or sublease the Demised Premises, without the Lessors express written consent.

**7. LESSOR'S COVENANTS**

**THE LESSOR COVENANTS WITH THE LESSEE** as follows: -

- 7.1 That it has good title to the Demised Premises and has the right and full power to demise unto the Lessee the premises in the manner and for the use aforesaid.
- 7.2 That the Lessee paying the rent hereinbefore reserved and performing and observing the covenants stipulated herein on his part, shall peacefully hold and enjoy the Demised Premises during the Tenancy Period without unlawful intervention by the Lessor or any person or persons rightfully claiming under or in trust of the Lessor.
- 7.3 To keep the roof, main walls of the houses, and the drains, and supply and pipes carrying the same to the Property in good and leeseable repair and condition during the period of occupancy by the Lessee.
- 7.4 While the lease is in force not to sell, assign, transfer, lease or otherwise dispose the demised premises without the written consent of the Lessee.
- 7.5 That while the lease is in force, to indemnify the Lessee against any direct liability as a result of the Lessors failure to comply with the Mortgage over the Property.

*Certified True Copy of the Original*  
*JUDITH FLAVIA KUMBA*  
 Advocate, Notary Public & Commissioner for Oaths



**ANDREW MKALI**  
 Advocate, Notary Public & Commissioner For Oaths

8. PROVIDED ALWAYS it is HEREBY AGREED AND DECLARED by and between the LESSOR and LESSEE that: -

8.1 In the event of the demised premises or any part thereof being destroyed by fire or by an act of force majeure becomes unlesseeable or for any other reason whatsoever so as to be unfit for use, either party may terminate the lease .

8.2 The Lessor shall not be liable for any injury to the Lessee, invitee, servant, or tradesman resulting from causes other than defective structures in the demised premises.

8.3 In the event the Lessee is not able to complete the developments within the Development period, the parties agree to terminate the said Lease Agreement with each party reverting back to its original position prior to the execution of this Agreement. The Lessee cannot claim any refund or compensation for any works carried out during the said period from the Lessor.

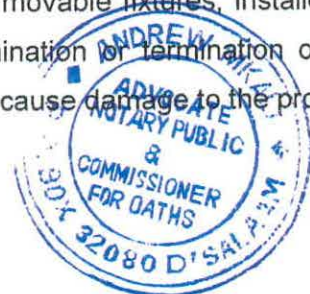
8.4 The Lessee shall comply with all the Municipal and health regulations as may be promulgated by the Dar es Salaam City Council, which involve non-permanent infrastructure of fixtures in the demised premises. These may include cleanliness, garbage removal, hedge & grass cutting and other like regulations.

8.4 Lessee shall not seek recovery from the Lessor in respect of finishes and installation made by the Lessee in the demised premises and these installations shall remain the Demised Premises of the Lessee at the expiry of the Tenancy Period.

8.5 The Lessee shall be permitted to remove any movable fixtures, installed by the Lessee, from the premises at the determination or termination of this Agreement, provided that such removal will not cause damage to the property or fixtures thereon.

Certified True Copy of the Original  
JUDITH FLAVIA N. KIMBA  
Advocate, Notary Public & Commissioner for Oaths

Certified as a True Copy of the Original  
ANDREW MKALI  
Advocate, Notary Public & Commissioner for Oaths



- 8.6 Any dispute or difference arising between the Lessor and Lessee concerning this Agreement touching their respective rights, duties or liabilities shall be settled by the parties amicably and in the event of the failure to conclude a settlement within two months the same shall be referred to arbitration in accordance with the Arbitration Act, Cap 15 R.E. 2002.
- 8.7 Any notice under this lease shall be in writing. Any notice to the Lessee shall be sufficiently served if left addressed to it on the demised premises or sent to it by registered post or left to its last known address, any notice to the Lessor shall be sufficiently served if delivered to his registered office only. Any notice sent by registered post shall be deemed to have within ten (10) days following the day on which it was posted.
- 8.8 This lease, its implementation and operation shall be construed and interpreted in accordance with the law of the United Republic of Tanzania.
- 8.9 This lease may be terminated if the Lessee fails to observe or fulfill or perform any material covenant or obligation under this lease and such default continues for a period of not less than one month after the Lessor's service of notice of such default on the Lessee.
- 8.10 Notwithstanding the completion of the Tenancy Period, this Agreement shall remain in full force and effect in regard to anything remaining to be done, performed or observed hereunder on the part of the Lessee.
- 8.11 Stamp duty, registration charges and other expenses in connection with or incidental to the preparation of this lease shall be borne by the Lessee.
- 8.12 That in the event the Lease Agreement is terminated as a result of the Lessors failure to meet its obligations under a Mortgage over the property, the Lessee will be refunded the balance of rent for the period remaining in a given Tenancy Period.

Certified True Copy of The Original  
*Barba*  
**JUDITH FLAVI**  
 Advocate, Notary Public &  
 Commissioner for Oaths

Certified as a True Copy of the Original  
**ANUREW MKALI**  
 Advocate, Notary Public & Commissioner for Oaths



IN WITNESS WHEREOF the Lessor and Lessee have executed this Agreement on the day, month and year in the manner as hereinafter appears: -

SEALED with the Common Seal of )  
SUNSHINE AUTO ASSEMBLY )  
COMPANY LIMITED in our presence )  
this 30<sup>TH</sup> day of January 2013 at Dar es )  
Salaam )

SEAL

Signature..... *[Handwritten Signature]*  
Name..... Wan Xin Hua  
Postal Address..... 22931 DAR ES SALAAM  
Qualification..... DIRECTOR DUTY

Shs. 874146 Collected  
01740558 Date 2/02/13  
Receipt No. 26

Signature..... *[Handwritten Signature]*  
Name..... CHARLES JOHN M. OSSO Regional Manager-Itala To Re  
Postal Address..... 9752 DAR ES SALAAM  
Qualification..... ADVOCATE



SIGNED and Delivered by the said )  
Hersi Warsama who is identified to me by )  
Abdul Qaubid Ally Abdallah, the latter )  
being known to me personally this )  
30<sup>th</sup> day of January 2013 )

*[Handwritten Signature]*

Signature..... *[Handwritten Signature]*  
Name..... OCTAVIANUS MURTHUKUMA  
Postal Address.....  
Qualification..... Advocate



*[Handwritten notes: 1) WHI 10 1/2 USD 5460, 2) SD 12 USD 51, 5728]*

Certified True Copy of The Original  
*[Handwritten Signature]*  
JUDITH FLAVIAN KOMBA  
Advocate, Notary Public &  
Commissioner for Oaths



00220001

THE UNITED REPUBLIC OF TANZANIA

# Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

042453

No: .....

## This is to certify that

SUNSHINE AUTO ASSEMBLY CO. LTD

P.O. BOX 4490

of address .....

DAR ES SALAAM

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

SUNSHINE AUTO ASSEMBLY CO. LTD

PLOT NO. 318, MANDELA ROAD, TABATA

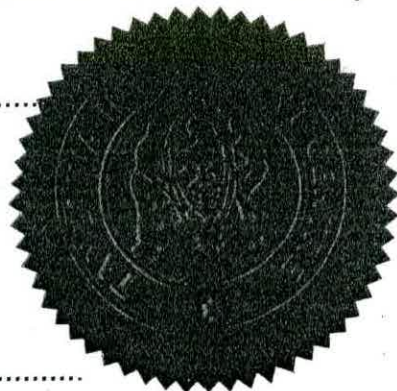
Which is located at .....

ILALA - DAR ES SALAAM

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

Executive Director

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



Dated .....19TH..JUNE..2013.....

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

1. Shareholders
- | Shareholders        | Nationality    | Shareholding (%) |
|---------------------|----------------|------------------|
| <b>Mi Gao Xiang</b> | <b>Chinese</b> | <b>50</b>        |
| <b>Wang Xin Hua</b> | <b>Chinese</b> | <b>50</b>        |
2. Proposed Activities : **To establish project for trucks assembling**
3. Sector: **Manufacturing** Subsector **Trucks assembly**
4. Investment cost: Foreign **—** Local **USD 2m.** Total **USD 2m.**
5. Project Financing: Equity **USD 1m.** Loans **USD 1m.** Total **USD 2m.**
6. Source, terms and conditions of loan.....
7. Assets to be invested:
- | Capital items: | Foreign  | Local          | Total          |
|----------------|----------|----------------|----------------|
|                | <b>—</b> | <b>USD 2m.</b> | <b>USD 2m.</b> |
8. Technology Agreement **None**
9. Date of TIC Registration: **7th June 2013**
10. Implementation period **June 2013 - May 2016**
11. Operative date **June 2016**
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

## SUNSHINE AUTO EXEMPTION LIST

NO	ITEM	Qty	UNITS
1	spray chamber in CKD	1	unit
2	fuel pump calibration	1	unit
3	Generator(20KW-750KW)	2	UNITS
4	pick up bed in ckd ✕	16	UNITS

CTIN 1705934

ISO 9001 : 2008 Certified



# TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION

FOR

TAXPAYER IDENTIFICATION NUMBER (TIN)

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

**THIS IS TO CERTIFY THAT**

SUNSHINE AUTO ASSEMBLY CO. LIMITED

.....

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

119-614-465

.....  
01-02-2013

with effect from .....

  
P. N. Kassera

Handwritten notes: 'The Original', 'Signature H.K.L.', 'Date 20/6/2013'



00220001

Exec. Director  
Tanzania Investment Centre

THE UNITED REPUBLIC OF TANZANIA

# Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042453

This is to certify that

SUNSHINE AUTO ASSEMBLY CO. LTD

P.O. BOX 4490

of address

DAR ES SALAAM

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

SUNSHINE AUTO ASSEMBLY CO. LTD

Which is located at

PLOT NO. 318, MANDELA ROAD, TABATA

ILALA - DAR ES SALAAM

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

Executive Director

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



Dated .....19TH..JUNE..2013.....

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

1.	Shareholders	Nationality	Shareholding (%)
	<b>Mi Gao Xiang</b>	<b>Chinese</b>	<b>50</b>
	<b>Wang Xin Hua</b>	<b>Chinese</b>	<b>50</b>

2. Proposed Activities : **To establish project for trucks assembling**

3. Sector: **Manufacturing** Subsector **Trucks assembly**

4. Investment cost: Foreign **-** Local **USD 2m.** Total **USD 2m.**

5. Project Financing: **USD 1m.** **USD 1m.** Total **USD 2m.**  
Equity **USD 1m.** Loans **USD 1m.**

6. Source, terms and conditions of loan

7. Assets to be invested:

Capital items: Foreign **-** Local **USD 2m.** Total **USD 2m.**

8. Technology Agreement **None**

9. Date of TIC Registration: **7th June 2013**

10. Implementation period **June 2013 - May 2016**

11. Operative date **June 2016**

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

Tic

5

# SUNSHINE AUTO ASSEMBLY CO LTD.

P o box 4490 dar-es salam • Phone: +255762709001

Commissioner of customs & Excise  
Tanzania Revenue Centre,  
P. O. box 938.  
Dar Es' Salaam

UFS

Executive Director  
Tanzania Revenue Centre  
P.O.BOX 938  
DAR-ES-SALAAM  
26/SEP/2013

Received ~  
01/10/2013

M  
Tic



Dear Sir or Madam:

**RE: APPLICATION DUTY/VAT EXEMPTION LIST**

As the heading states above, please consider granting us the exemption of the following capital goods of the SUNSHING AUTO ASSEMBLY CO LTD at plot no318, Mandela Road, Tabata, Dar es salaam for assembling trucks. The company is expecting not only make factory in Tanzania, but also creat jobs and to put a platform of knowledge exchange to the society

Sincerely yours,

王新华

WANG XING HUA  
MANAGING DIRECTOR

*(Handwritten signature)*

**TICC/PP.10/042453/6**

**04/10/2013**

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

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED  
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.  
042453**

**M/S Sunshine Auto Assembly Co. Limited** is a TIC registered company with Certificate of incentives **No. 042453** which is valid up to **May 2016**

The company has been registered with objectives of establishing a Project for Trucks assembling.

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

Yours sincerely

**TANZANIA INVESTMENT CENTRE**



N.A. Senzia

**FOR: EXECUTIVE DIRECTOR**