

SUNSHINE INTERNATIONAL

SUPPLY CHAIN CO. LTD

MINUTE SHEET

Dokezo
No. 1-2

EXD

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

(a) Minimum finance investment threshold has been exceeded, the project expects to invest USD 10.313 m.....

(b) Legal entity has been incorporated under certificate

No. 100356-01 of 02/03/2013.....

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

11th December, 2013



2.0

EXD

In response to the TIC letter of registration dated 11th December 2013.....

the project has submitted the required documents namely: -

(a) Company Board Resolution.

(b) Reference letter/Financing from CRB Bank Ltd.....

(c) Lease Agreement to Evidence of land.....

With the above submission EXD is requested to sign Certificate of Incentives No. 042571..... herein attached.

6/02/2014



DIF

MINUTE SHEET

Dokezo
No. 30

DIF

COI no: 042571 has been returned by the investor for correction purposes on section (9) which incorrect read as Date of TIC Registration as 11th December 2014, instead of 11th December 2013 as the correct print.

The request as per F7 is submitted to you so as you can consider re-issuance of COI which will reflect correct print on section (9).




SFO - 23/05/2014

4.0

EXD

Certificate of Incentives has been amended to reflect correct date of approval as it was mistakenly typed as 2014 instead of December 2013. With this amendment Certificate of Incentives is hereby submitted for your signature. The project has also requested for a waiver. Since the page mistake originated from us

I Submit
26/05/2014

APPROVED BY EXD	
Sign: 	
Date: 26/05/14	


DIT

7

SUNSHINE INTERNATIONAL SUPPLY CHAIN COMPANY LTD

P.O. BOX 31299

DAR ES SALAAM, TANZANIA

13th May, 2014

THE EXECUTIVE DIRECTOR
TANZANIA INVESTMENT CENTER
P.O. BOX 938
DAR ES SALAAM.



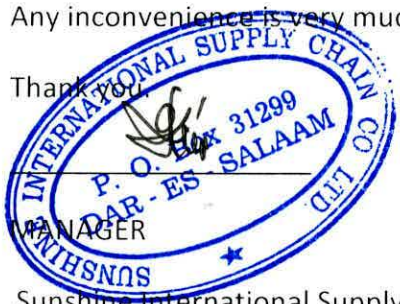
DEAR SIR/ MADAM,

REF: CORRECTIONS ON CERTIFICATE OF INCENTIVES NO 00220628 OF 11/12/2013

Referred to the heading above, I would like to inform that
no. 9: there is an error in date of TIC registration.

Any inconvenience is very much regretted.

Thank you,



Sunshine International Supply Chain Company Ltd



00220940

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

THIS CERTIFICATE REPLACE
THE PREVIOUS ONE NO.
042571 ISSUED ON
11/12/2013

AMENDMENT ON SECTION 2 & 9
HAVE BEEN EFFECTED

No: 042571

This is to certify that

SUNSHINE INTERNATIONAL SUPPLY CHAIN
COMPANY LIMITED

of address P.O. BOX 31299
DAR ES SALAAM

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

SUNSHINE INTERNATIONAL SUPPLY CHAIN
COMPANY LIMITED

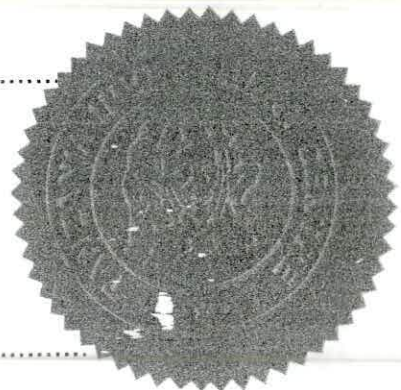
Which is located at PLOT NO. 1 BLOCK D, ZEGERENI KIBAHA
COAST (PWANI)

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 26TH MAY 2014



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 (%)
Gao Xiang	Chinese	60
Han Xue Hui	Chinese	40
2. Proposed Activities : **To establish facility for manufacture, process, freezing and distribute livestock meat products**
3. Sector: **Manufacturing** Subsector: **Processing**
4. Investment cost: Foreign **-**, Local **USD 10.30m.** Total **USD 10.30m.**
5. Project Financing:

Equity.....	Loans.....	Total.....
USD 5.0m.	USD 5.30m.	USD 10.30m.
6. Source, terms and conditions of loan.....
7. Assets to be invested:

	Foreign	Local	Total
Capital items:	-	USD 10.30m.	USD 10.30m.
8. Technology Agreement **None**
9. Date of TIC Registration: **11th December 2013**
10. Implementation period **December 2013 - November 2015**
11. Operative date..... **December 2015**
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

6

SUNSHINE INTERNATIONAL SUPPLY CHAIN COMPANY LTD

P.O. BOX 31299

DAR ES SALAAM, TANZANIA

3rd April, 2014

THE EXECUTIVE DIRECTOR
TANZANIA INVESTMENT CENTER
P.O. BOX 938
DAR ES SALAAM.
DEAR SIR/ MADAM,



REF: CORRECTIONS ON CERTIFICATE OF INCENTIVES NO 00220628 OF 11/12/2013

NO. 2: PROPOSED ACTIVITIES SHOULD READ; TO ESTABLISH FACILITY FOR MANUFACTURE, PROCESS, FREEZING AND DISTRIBUTE LIVESTOCK MEAT PRODUCTS.

NO. 9: DATE OF TIC REGISTRATION SHOULD READ DECEMBER 2013

ANY INCONVENIENCE IS VERY MUCH REGRETED.

THANK YOU.

A handwritten signature in black ink, appearing to be "Z. N. N.", written over a horizontal line.

MANAGER



A handwritten signature in blue ink that reads "Meab". A blue circle is drawn around the letter 'M' in the signature.

TIC

⑤

**SUNSHINE INTERNATIONAL SUPPLY CHAIN LTD, P.O. Box
31299, DAR ES SALAAM**

MOB: +255758060448, +25563651372

Email: fatuma2008@sina.com

28TH Feb 2014

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

Received ~
28/2/2014

M
TIC

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



Dear Sir,

**RE: DUTY & VAT EXEMPTION ON CAPITAL/ DEEMED CAPITAL GOODS FOR CERTIFICATE OF INCENTIVES
NO: 042571 OF DECEMBER 2013**

We are TIC approved project with certificate of incentives No; **042571** which is valid up to NOV. 2016

The company has been registered with objective of Manufacture, process, freeze and distribute livestock meat products

Attached herewith please find a list of Capital/ Deemed Capital Goods for Duty / VAT exemption approved.

Yours sincerely

韩学辉

Managing Director





00220628

THE UNITED REPUBLIC OF TANZANIA

Handwritten notes and stamps:
The Original
11/2/2013
Tanzania Investment Centre

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042571

This is to certify that

SUNSHINE INTERNATIONAL SUPPLY CHAIN

COMPANY LIMITED

of address P.O. BOX 31299

DAR ES SALAAM

has been granted a Certificate of Incentives to invest in a new, ~~XXXXXXXXXXXX/XXXXXXXXXX~~
~~XXXXXXXXXXXX/XXXX~~ enterprise known as

SUNSHINE INTERNATIONAL SUPPLY CHAIN

COMPANY LIMITED

Which is located at PLOT NO. 1 BLOCK D, ZEGERENI KIBAHA

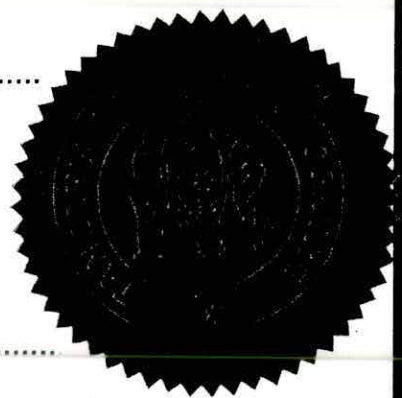
COAST - PWANI

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 11TH DECEMBER 2013



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

Shareholders	Nationality	Shareholding (%)
Gao Xiang	Chinese	60
Han Xue Hui	Chinese	40

Proposed Activities: **To manufacture process freeze and distribute livestock meat products**

Sector: **Manufacturing** Subsector: **Processing**

Investment cost: Foreign **USD 0m.** Local **USD 10.3125m.** Total **USD 10.3125m.**

Project Financing: Equity **USD 5m.** Loans **USD 5.3125m.** Total **USD 10.3125m.**

Source, terms and conditions of loan: **None**

Assets to be invested:

Capital items:	Foreign	Local	Total
	USD 0m.	USD 10.3125m.	USD 10.3125m.

Technology Agreement: **None**
Date of TIC Registration: **11th December 2014**

1. Implementation period: **December 2013 - November 2015**

1. Operative date: **December 2015**

2. 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)


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

4. 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 

CTIN.: 1798989

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 INTERNATIONAL SUPPLY CHAIN CO LIMITED

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

121-357-135

with effect from 16-07-2013

P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

SUNSHINE INTERNATIONAL SUPPLY CHAIN

C/N	ITEM NAME	QTY	UNIT	TIN
1	FREEZER	45	Unit	121-357-135
2	FLY-KILLER LAMP	15	unit	121-357-135
3	COMMERCIAL WALL FAN	30	unit	121-357-135
4	CHOPPER	15	unit	121-357-135
5	ELECTRIC BALANCE	15	unit	121-357-135
6	SCALES	2	unit	121-357-135
7	HARD DISC VIDEO RECORDERDH-DVR16	2	unit	121-357-135
8	POWER CORD	23	unit	121-357-135
9	THERMOMETER	26	unit	121-357-135
10	BULB	40	unit	121-357-135
11	SIDEMOUNT LIGHTBOX	10	unit	121-357-135
12	"24" LEDcer "LED 24"	2	unit	121-357-135
15	SCREEN DOOR SIGNS	10	unit	121-357-135
16	SLIM LIGHT BOX	10	unit	121-357-135
17	PLASTIC RAINCOAT	300	unit	121-357-135
18	ELECTRIC MOTOR CAR	12	unit	121-357-135
19	ELECTRIC SCALE	10	unit	121-357-135
20	MANUAL BAG SEWING MACHINE	20	unit	121-357-135
21	INFRARED ALARM	10	unit	121-357-135
21	MONITOR	2	unit	121-357-135
22	64G CAMERA	10	unit	121-357-135
24	HARD DISC RECORDERS	2	unit	121-357-135
25	CAMERA	2	unit	121-357-135
26	REFRIGERATED TRUCKS	6	unit	121-357-135
27	PICK-UP (SINGLE CABIN)	2	unit	121-357-135

Amani Place, Ohio Street
PO Box 9640, Dar es Salaam, Tanzania

Tel +255 22 2130113, Fax +255 22 2125710
E-mail: contact@cbagroup.com
www.cbagroup.com



Thursday, September 26, 2013

The Executive Director,
Tanzania Investment Centre (TIC)
P. O. Box 938
Dar es Salaam
Tel: +255(22) 2116328 -32
Fax: +255(22) 2118253
Email: information@tic.co.tz

REF: CBA/KINY/03/13

Dear Sir/Madam

042571

RE: SUNSHINE SUPPLY CHAIN

Reference is made to the above captioned subject matter.

This is to notify you that SUNSHINE SUPPLY CHAIN, are our customers. Their accounts standing balance as of today is as follows:

USD-113206100025

TZS-113206100018

They have a good reputation with the Bank and we have so far not experienced any problem with respect to these accounts.

They have no credit facility with us.

Please note that this information is given in strict confidence for your private use only and without any responsibility or liability on the part of the Bank or any of its officers.

Yours faithfully,

For: **COMMERCIAL BANK OF AFRICA (TANZANIA) LTD**

A handwritten signature in dark ink, appearing to read 'Atu Katule', written over a faint circular stamp or watermark.

Atu Katule
Branch Manager



00220628

With 101 97000000
of The Original
Signature
Date 11/12/2013
For: Executive Director
Tanzania Investment Centre

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042571

This is to certify that

SUNSHINE INTERNATIONAL SUPPLY CHAIN

COMPANY LIMITED

of address P.O. BOX 31299

DAR ES SALAAM

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

SUNSHINE INTERNATIONAL SUPPLY CHAIN

COMPANY LIMITED

Which is located at PLOT NO. 1 BLOCK D, ZEGERENI KIBAHA

COAST - PWANI

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 11TH DECEMBER 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 (%)
<u>Gao Xiang</u>	<u>Chinese</u>	<u>60</u>
<u>Han Xue Hui</u>	<u>Chinese</u>	<u>40</u>
.....
.....

2. Proposed Activities : To manufacture process freez and distribute
livestock meat products

3. Sector: Manufacturing Subsector Processing

4. Investment cost: Foreign USD 0m. Local USD 10.3125m. Total USD 10.3125m.

5. Project Financing: Equity USD 5m. Loans USD 5.3125m. Total USD 10.3125m.

6. Source, terms and conditions of loan None

7. Assets to be invested:

	Foreign	Local	Total
Capital items:	<u>USD 0m.</u>	<u>USD 10.3125m.</u>	<u>USD 10.3125m.</u>

8. Technology Agreement None
11th December 2014

9. Date of TIC Registration:

10. Implementation period December 2013 - November 2015

11. Operative date December 2015

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.

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 - (v) Changes in shareholding, project activities and level of invested capital must be notified to the centre

15. Additional conditions attached to Certificate
Finished goods are not allowed under this certificate

Signed 
Executive Director



00220628

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042571

This is to certify that

.....
SUNSHINE INTERNATIONAL SUPPLY CHAIN

.....
COMPANY LIMITED

of address P.O. BOX 31299

.....
DAR ES SALAAM

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

SUNSHINE INTERNATIONAL SUPPLY CHAIN

COMPANY LIMITED

Which is located at PLOT NO. 1 BLOCK D, ZEGERENI KIBAHA

.....
COAST - PWANI

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

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Executive Director

Tanzania Investment Centre

P.O. Box 938, Dar es Salaam

11TH DECEMBER 2013

Dated



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.....

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Loans USD 5.3125m. Total USD 10.3125m.

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7. Assets to be invested:

	Foreign	Local	Total
Capital items:	<u>USD 0m.</u>	<u>USD 10.3125m.</u>	<u>USD 10.3125m.</u>

8. Technology Agreement None

9. Date of TIC Registration: 11th December 2014

10. Implementation period December 2013 - November 2015

11. Operative date December 2015

12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
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15. Additional conditions attached to Certificate
Finished goods are not allowed under this certificate

Signed 
Executive Director

Unclaimed refund beyond three years will be forfeit



TANZANIA INVESTMENT CENTRE

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

RECEIPT REC014242

No.008177

Received from : SUNSHINE INTERNATIONAL SUPPLY CHAIN CO

Address P.O. Box 31299, Dar Es Salaam.

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

Being payment in respect of : CERTIFICATE OF INCENTIVES

Amount : USD 1,000.00

Cash / Cheque No: D/Deposit

Date : 31-Jan-2014

BUisso

Receiving Officer



TICC/PP.10/042571/3

11th December, 2013

Managing Director,
Sunshine International Supply Chain Co. Ltd
P.O. Box 31299
DAR ES SALAAM

**RE: CERTIFICATE OF INCENTIVES FOR MANUFACTURING,
PROCESSING AND DISTRIBUTION OF LIVESTOCK MEAT
PRODUCTS.**

We wish to acknowledge receipt of your project proposal to establish and operate manufacturing, processing and distribution of livestock meat products as presented in the TIC P.A. 1 Form No. 11548 and Feasibility Study with a projected investment amounting to USD 10.3125m.

We are pleased to inform you that your investment proposal is now officially registered by TIC and therefore the project will be granted a Certificate of Incentives 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:-

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

Also be informed that you will have to submit a project implementation Progress Report on the implementation of the project in every six months for centre's information and review. Guidelines for the preparation of the report are contained in annexure attached to this letter. Please do not hesitate to contact the Centre for any clarification if the need arises. Also note that a facilitation fee equivalent to US\$ 1000.00 is payable at the ruling exchange rate prior issuance of the Certificate of Incentives. Please make deposit direct to the bank as per bank details below:-

TICC/PP.10/042571/3

11th December, 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



TIC Evaluation Report

Name of the Company
Sunshine International Supply Chain Co. Ltd.

Post Box	Zegereni, Plot No. 1 Block D	COI Number	100536-01	Contact	Mr. Grayson Victor Makange
Post Office	31299	COI Date	07/03/2013	Designation	Administrator
Region	Coast Region	Application F. No	11548	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0717 591 075
		Sub Sector	Processing	Fax	0
		File No	042571	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD										
Plot/Block	Plot No. 1 Block D	<table border="1"> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> <tr> <td>0</td> <td>5</td> <td>5.3125</td> <td>0</td> </tr> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	0	5	5.3125	0		
Foreign Equity	Local Equity		Foreign Loan	Local Loan								
0	5		5.3125	0								
Street	Zegereni											
District	Kibaha											
Region	Coast (Pwani)											

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.3
Mi Gao Xiang	Chinese	40	Plant	6.2
Han Xue Hui	Chinese	60	Vehicles	1.561
			Furniture & Fittings	0
			Pre-expenses	0.5
			Others	0
			Working Capital	1.7515
			Total	10.3125

Employment	168	Evaluated By	wf officer3
Capacity	200 m/t monthly	Drawn By	wf regist3
Project Turn Over		Project Type	Mixed(Local & Foreign)

Description


To manufacture, process, freeze and distribute livestock meat products

Recommendations

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

Decision

APPROVED BY EXD

Sign: 

Date: 10/12/13

1

SUNSHINE INTERNATIONAL SUPPLY CHAIN CO. LTD

4TH, 5TH, 6TH FLOOR, PLOT NO, 59C LETSYA TOWERS,

NEW BAGAMOYO ROAD, DAR ES SALAAM, TANZANIA

P.O BOX 31299 DAR ES SALAAM

TEL; +255712863883/+255683 149912

EMAIL;MVCV.SUNSHINE632@YAHOO.COM

20TH NOV 2013

THE EXECUTIVE DIRECTOR,
TANZANIA INVESTMENT CENTRE,
NO.9A&B SHAABAN ROBERT STREET,
P.O BOX 938
DAR ES SALAAM.



DEAR SIR/MADAM

RE; APPLICATION FOR THE CERTIFICATE INCENTIVES.

The above heading as concerned SUNSHINE INTERNATIONAL SUPPLY CHAIN CO LTD is kindly applying for the certificate of incentives in facilities for Processing , Freezing and distribution of meat products.

To meet the standard of application the company is attaching this letter with;

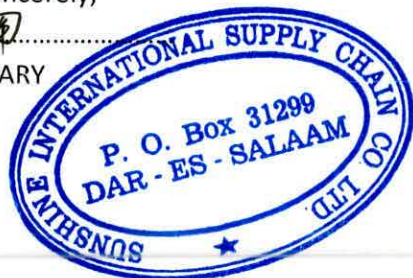
1. A copy of project's business plan
2. A dully filled TIC application form
3. A copy of company's memorandum and article of association
4. A certified copy of certificate of incorporation
5. Company board resolution
6. Evidence for the land ownership
7. Evidence for the sufficient finance capital



The company hopes that it's request is going to under your considerations

Yours sincerely,

[Signature]
SECRETARY



RESOLUTION OF THE BOARD OF DIRECTORS

EXTRACT FROM THE MINUTES OF SPECIAL MEETING HELD ON 19/11/2013 THE YEAR OF OUR LORD BY THE BOARD OF DIRECTORS COMPANY LIMITED.

RESOLUTION

To establish a project with the investment in a facilities processing, freezing and distribution of meat products.

RESOLVED:

THE BOARD AND ITS DIRECTORS SUNSHINE INTERNATIONAL SUPPLY CHAIN CO LTD APPROVED AND AUTHORISED THE PROJECT TO START IMMEDIATELY.

THE SPECIAL MEETING OF THE BOARD OF DIRECTORS WAS DULLY HELD IN ACCORDANCE WITH ARTICLE OF ASSOCIATION AND BY THE LAWS OF THE COMPANY.

THE FOLLOWING OFFICER WERE PRESENT AT MEETING;

NAME	DESIGNATION
• XUEHUI HAN	CHAIRMAN
• GAOXIANG MI	VICE CHAIRMAN
• SUN NAN	SECRETARY

THE MEETING ENDED AT 01:30PM WITH A VOTE OF THANKS FROM THE CHAIR

孙楠.....

郭浩辉.....

SECRETARY

CHAIR MAN

TANZANIA



Certificate of Incorporation

Section 15

No 100536

I HEREBY CERTIFY THAT

SUNSHINE INTERNATIONAL SUPPLY CHAIN 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 3RD day of **JULY**

TWO THOUSAND AND THIRTEEN

[Signature]
Asst. Registrar of Companies

LEASE AGREEMENT

BETWEEN

SUNSHINE GYPSUM LIMITED P.O BOX 31299 DAR ES SALAAM

AND

SUNSHINE INTERNATIONAL SUPPLY CHAIN CO. LTD P.O BOX 31299 DAR ES SALAAM

DRAWN BY:

**MROSSO & ASSOCIATES - ADVOCATES,
11TH FLOOR, MAWASILIANO TOWERS,
SAM NUJOMA ROAD,
P. O. BOX 9752,
DAR ES SALAAM - TANZANIA.**

Cell: (+255) 0789 650 524

Email: charles@mrosso.com

BETWEEN

SUNSHINE GYPSUM LIMITED, a company incorporated under the Laws of the United Republic of Tanzania and having its registered offices within Pwani, whose address is Postal Office Box Number 4490, Dar es salaam - Tanzania (hereinafter called the "**Lessor**" which expression shall where the context so admits, include its successors and assign in title) of the one part,

AND

SUNSHINE INTERNATIONAL SUPPLY CHAIN CO. LTD a company incorporated under the Laws of the United Republic of Tanzania and having its registered offices within Dar es Salaam, whose address is Postal Office Box Number 31299, Dar es salaam - Tanzania (hereinafter called the "**Lessee**" which expression shall where the context so admits, include its successors and assign in title) of the other part.

PREAMBLES

- A. **WHEREAS**, the Lessor owns the property located at, PLOT NO.1 BLOCK D, ZEGERENI, KIBAHA COASTAL REGION. (here-in-after referred to as '**the property**'),
- B. **AND WHEREAS**, the Lessor is desirous of entering into a **LEASE** agreement with the Lessee on the said property on the terms and conditions here-in-after appearing;

NOW THIS AGREEMENT witnesses as follows:-

1.0 DEFINITIONS

1.1 In this the agreement unless the context otherwise provides:-

"Agreement"	Means this LEASE Agreement between the Lessor and the Lessee on the said property;
"Consideration"	Means the amount the consideration of One Thousand Dollars only (1000 USD) per month as the property rent ONLY;
"Law"	Means the laws of the United Republic of Tanzania;
"Lease Period"	Means the tenure of this Lease Agreement which is four year;
"Parties"	Means the signatories to this Agreement and or their validly

"Property" Means the demised premises located at, PLOT NO.1 BLOCK D, ZEGERENI, KIBAHA COASTAL REGION

"USD" Means United States Dollars, the currency of the United States of America.

1.2 References to the singular include, when the context so admits, references to the plural and vice versa.

1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing Persons shall include Companies.

2.0 THE PROPERTY AND THE BUSINESS TO BE MANAGED

2.1 The property located at , PLOT NO.1 BLOCK D, ZEGERENI, KIBAHA COASTAL REGION (here-in-after referred to as '**the property**');

2.2 The property is leased to the Lessee for the purpose of conducting Business for a period of four years unless otherwise agreed in writing by both parties in this Lease agreement.

3.0 CONSIDERATION AND MODE OF PAYMENT

In consideration of the Lessee paying a consideration of **One Thousand US Dollars only (1000 USD)** per month payable six months in advance on date of signing this agreement unless otherwise as shall be agreed in writing by both parties.

4.0 LESSOR'S CONVENANTS

4.1 In the event the business envisaged in this Agreement fails free of the fault of either the Lessor or of the Lessee, the parties hereto shall fall back and resume their respective positions *status quo ante*. The Lessor shall retain the property and forfeit the paid up consideration;

4.2 The Lessor shall permit the Lessee to construct or erect a fence that appears imperative to secure the business, however prior application and approval in writing shall be required and the costs shall be agreed in advance;

4.3 The Lessee having paid the consideration in the agreed manner and having fulfilled other terms and conditions of this Agreement, the Lessor shall permit the Lessee , its agents, its employees and such persons to enjoy quiet possession of the property in respect of any activity relating to and/or connected with the operation of the property business;

4.4 The Lessor shall grant the first right of option to purchase the property to the Lessee in the event of the Lessor desiring to sell the said property;

- 4.5 The Lessor shall remain solely responsible with the payment of regular taxes and any other payments arising from or related to the property as accounted for by the Tanzania Revenue Authority;
- 4.6 The Lessor shall be responsible for all insurance premiums due to the property.

5.0 LESSEE'S COVENANTS

- 5.1 The Lessee shall pay the said consideration in the agreed manner and those provided by the laws of the United Republic of Tanzania for the success of his business;
- 5.2 The Lessee shall apply and obtain all necessary permits and licenses from the relevant authorities for operating their activities in the said property and other related business;
- 5.3 Not to sublease, sublet or transfer, in any manner whatsoever, the property, or any part thereof, without the written consent of the Lessor to be obtained in their general meeting duly convened however the consent shall not be unreasonably withheld;
- 5.4 The Lessee must take out and maintain adequate insurance cover over all the movable property and any other assets on the property and cover risks over third parties surrounding the property;
- 5.5 The Lessee shall always keep the property in good condition including repainting the property yearly. Upon termination or end of this contract the Lessee shall hand over the property to the Lessor in a clean condition as it were, except for reasonable wear and tear;
- 5.6 The Lessee shall not use the property for any other purpose save for that which has been approved in terms of this Agreement and as provided by law of Tanzania. Where the Lessee wish to use the property for any other reasons purposes than the agreed must seek prior written approval from the Lessor, however an approval shall not be unreasonably withheld;
- 5.7 That all the property, movable and immovable, used in facility would be the property of the Lessee and that the Lessee shall not borrow, rent or lease any immovable property for the purposes of using such facility without the written consent of the Lessor but the consent shall not be unreasonable withheld;

6.0 UTILITIES

- 6.1 The Lessee shall be solely responsible for payment of electricity, water bills install and use at her own expenses a back-up silent power generator, telecommunication system, security devices and water reservoirs generally the Lessee undertake to pay all other bills connected with her business in the property used.

7.0' CESSATION OF THE AGREEMENT

- 7.1 Notwithstanding the provisions in this agreement, the tenure of this Lease Agreement is unlimited unless otherwise agreed by both parties in writing and reviewed after every four (4) years. This agreement shall commence from the date of signing;
- 7.2 At the end of the Lease period, the Lessee shall vacate the property and surrender vacant possession of the property to the Lessor as it was given, in a broom clean condition. However, all immovable fixtures of a permanent nature, whose removal may cause damage to the environment, shall devolve to the Lessor on upon lapse of this agreement,
- 7.3 Either party can terminate this agreement by giving three (3) months written notice.

8.0 ALTERATIONS AND ADDITIONS

- 8.1 The Lessor hereby authorizes the Lessee to build and make any improvements in the said property as may be deemed necessary to suit the business of the Lessee. However prior written approval from the Lessor for any improvements must be sought and obtained;
- 8.2 The Lessor hereby authorizes the Lessee to attach fixtures, signs, insignia, and advertisements within the property, provided the same shall not be detrimental to or inconsistent with the terms of this Agreement or otherwise infringe the rights of neighboring premises. Such fixtures, signs insignia, advertisement intended to advance or to boost the purposes for which the property is to be used shall remain the property of the Lessee and may on termination of this Agreement be removed or otherwise sold to the Lessor.

9.0 FORCE MAJEURE

- 9.1 No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.
- 9.2 Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

10. ASSIGNABILITY

The Lessee shall not assign, sub-let, or transfer or hand-over the property or part thereof to anybody without the express written consent of the Lessor, however the consent shall not be unreasonably withheld.

11. DISPUTE-SETTLEMENT CLAUSE

Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties herein, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act (Cap 15 of the Laws) or in any Arbitration mode as shall be agreed upon by the parties herein.

12. TERMINATION

(a) The Lessor shall be entitled to terminate this agreement by giving a three (3) month notice in writing to the Lessee, if the latter is incapable of meeting her covenants;

(b) Like wise the Lessee may terminate this agreement by giving a three (3) months notice in writing to the Lessor, should the latter also be incapable of meeting any of her covenants.

13. APPLICABLE LAW

This Agreement is governed by the laws of the United Republic of Tanzania.

IN WITNESS HEREOF, the Parties hereto have executed this Lease Agreement on the date and year first herein above written in the following manner:

SEALED with the COMMON SEAL

Of the said SUNSHINE GYPSUM LIMITED

SIGNED AND DELIVERED in the presence of us

This 17 day of NOV, 2013



Name

CHARLES JOHN

Signature

[Handwritten Signature]

Qualification

ADVOCATE

Postal Address

9752, DAR-ES-SALAAM



SEALED with common seal of the said SUNSHINE INTERNATIONAL SUPPLY CHAIN CO. LTD and DELIVERED in the presence of us

This 17 day of NOV, 2013



Name

CHARLES JOHN

Signature

[Handwritten Signature]

Qualification

ADVOCATE

Postal Address

9752, DAR-ES-SALAAM





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 INTERNATIONAL SUPPLY CHAIN CO LIMITED

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

121-357-135

with effect from 16-07-2013

P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

Km/30



JAMHURI YA MUUNGANO WA TANZANIA

LESENI YA BIASHARA

B

01502700

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

*Futa isiyotakiwa

1. Ofisi iliyotolewa

2. Nambari ya Ushuru wa mapato

3. Leseni imetolewa kwa

kuendesha biashara ya

katika Wilaya/Kanda* ya

4. Ni ya Shina/Tawi*

Ada Sh.

ya tarehe

5. Mpya inaendeleza* muda wa leseni Na.

ya tarehe

(ii) Muda wa leseni hii utajishia 30 Juni, 2014

Tarehe

GP.DSM

Minister ya Kuwawani
12-37-135
UNSHINE INTERNATIONAL TRADING Co
BUREHA YA NGOMBE - LD
Kuwawani Mtaa KUITO Mtaa

80000/-
Nambari ya Stakabadhi
24.7.2013
342521

26.7.2013

MUNICIPALITY OFFICER
MUNICIPALITY OFFICIAL
Sahihi na Muhuri wa Mtoaji Leseni



TANZANIA INVESTMENT CENTRE

REGISTRATION FORM

FOR

CERTIFICATE OF INCENTIVES

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

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

(Please fill the form in duplicate)

UNITED REPUBLIC OF TANZANIA

THE TANZANIA INVESTMENT ACT
(No. 26 of 1997)

APPLICATION FOR REGISTRATION
(Made under Regulation 42)

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

1. I/We MR. HAN XUE HUI & MR. MI GAO XIANG
(director/directors/agent of SUNSHINE INTERNATIONAL SUPPLY CHAIN LTD
(name of business enterprise) apply for registration of
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 59, BLOCK C
KIFITONJAMA - KINONDONI DISTRICT 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 PLOT NO 59 BLOCK C KIFITONJAMA
4. The Principal Officers of the Company are MR. HAN XUE & MR MI GAO
XIANG
5. Auditors of the Company are
6. The authorized share capital of the Company is Tshs./US\$ 500,000,000.00

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 10312500. =
8. The month and day of the financial year end is 31 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\$ USD 100/= Being the Registration Fees. **In the event this application is unsuccessful we understand that this fee will not be refunded.**

I, HAN XUE HUI of Post Office Number 31299 DAR-ES-SALAAM

do solemnly and sincerely declare that I am a director/duly authorized agent of SUNSHINE INTERNATIONAL SUPPLY CHAIN 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 20th day of November, 2013 }

Applicant

孙梅



Before me:



Commissioner for Oaths

APPLICATION SUMMARY

Company Name: SUNSHINE INTERNATIONAL SUPPLY CHAIN CO. LTD

Certificate of Incorporation Number: 100536 Status: PRIVATE COMPANY

Certificate of Incorporation Date: 3RD JULY 2013

Post Box: 31299

Town: DAR-ES-SALAAM

Sector: MANUFACTURING Sub-Sector: PROCESSING

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity	Local Equity	Foreign Loan	Local Loan
.....	Tsh. <u>500 000 000.00</u>	USD <u>5 000 000.00</u>

Project Objectives: MANUFACTURING, PROCESSING, FREEZING AND DISTRIBUTION OF LIVESTOCK MEAT PRODUCTS.

Capacity: 200 m/t MONTHLY

Employment: Foreign: 20 Local: 148 Total: 168

Implementation Period: 6 months

Project Location

Site/Plot/Block No.: 1 Block D ZEGERENI KIBAHA

Street: ZEGERENI District: KIBAHA Region: COAST
 (Attach sketch map showing project location)

Shareholders	Nationality	%
<u>HAN XUE HUI</u>	<u>CHINESE</u>	<u>60</u>
<u>MI GAO XIANG</u>	<u>CHINESE</u>	<u>40</u>
.....
.....
.....

Investment Breakdown US\$/Tshs.M

Land/Building USD 300,000.00
Plant USD 6200,000.00
Vehicles USD # 1561050
Furniture & Fittings
Pre-expenses USD 500,000.
Others
Working Capital USD 1751450
TOTAL USD 10312500.

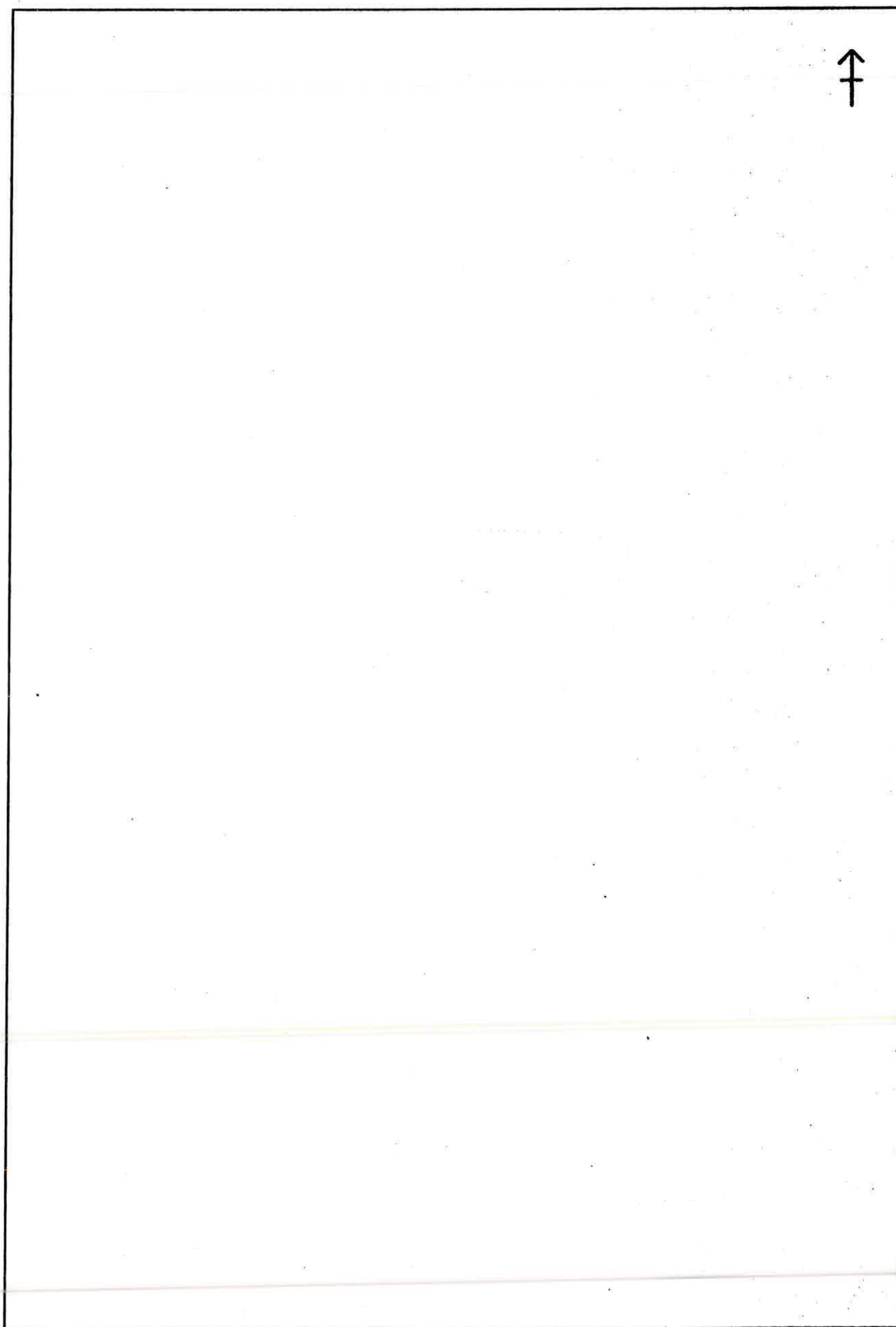
Contact Details:

Name: GRAYSON VICTOR MAKANGE Title: ADMINISTRATOR
Telephone: 0717 -591075 Fax:
Email: MUCV-SUNSHINE632@YAHOO.COM

Payments to be made payable to:

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

SKETCH MAP SHOWING PROJECT LOCATION



SUNSHINE INTERNATIONAL SUPPLY CHAIN LIMITED

**PROJECT INVESTMENT IN MANUFACTURING
PROCESSING, FREEZING AND DISTRIBUTION OF MEAT PRODUCTS**

FEASIBILITY STUDY

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1.0 EXECUTIVE SUMMARY

INVESTMENT IN MANUFACTURING, PROCESSING, FREEZING AND DISTRIBUTING LIVESTOCK MEAT PRODUCTS PROJECT is a name given to the planned, modern, creative and quick growing business project, owned and managed by **SUNSHINE INTERNATIONAL SUPPLY CHAIN CO. LTD.** The said business project is a profit and efficiency motivated company that will be located at Dar es Salaam as head office with branches in every region.

Having focused in running a business that will be operating on manufacturing of cold storage facilities principles of performance and efficiency, Sunshine International Supply Chain Co Ltd. decided to establish this project as a way to fulfill to customers need for processed frozen livestock meat products. The business is expected to grow tremendously since the planner has a big network of potential customers and has learnt effective marketing strategies and techniques in this industry.

The project will thus expand at higher speed though up to the present there is no sustainable capital to support manpower and modern equipment requirements. During the start-up, the project needs external capital injection about USD 10,312,500 , modern business management skills and more advertisement and promotional activities.

The feasibility study and its annexes are intentionally prepared to guide the owner and other actors towards implementation of the business project setting program of which the measure goal is have an annual sales of USD 2,000,000 Equally the project will be technically managed to make sure that it meets its financial obligations and yield an annual net profit of USD 106,289

2.0 COMPANY DESCRIPTION

2.1 Business Overview

The Sunshine International Supply Chain Co. Ltd. project intends to process quality frozen meat products domestically which are consumed in many different areas such as hotels, schools, hospitals etc. The project promoters feel that the project will meet the current demand of these products in the country, with any surplus being exported to the neighbouring countries such as Kenya, Uganda, Rwanda, Burundi and The Democratic Republic of Congo.

2.2 Business Description:

2.2.1 Vision statement of the Business firm:

To be the most effective business company in frozen meat products and providing marketing services that create customer satisfaction.

2.2.2 Mission statement for the Business firm:

Striving to produce high quality and best services to customers, through modern equipment and atmosphere that fully meet the needs of our customers while generating a profit for the owners and investors at the first track basis.

2.2.3 Objectives of the business firm:

- Embarking on proactive measures which focus to promote sustainable economic and entrepreneurial development through manufacturing high quality cold frozen meat products aiming among other things transforming the nation's economy through job creation and income generation in line with Tanzania government's effort to achieve the goals of the National Strategy for Growth and Reduction of Poverty (MKUKUTA).

- Objectively identify and evaluate potential investment opportunities in processing livestock meat products using the best practices.
- Delivering innovative solution, which create and add high value enriched customer service to meet the increased demand for cold storage facilities for livestock and poultry products
- Sunshine International Supply Chain Co. Ltd. is dedicated to providing customers with quality products through highly motivated and qualified staff who will show genuine concern for customers and make them feel comfortable.

2.2.4 The Core Values

Timely delivery, expression of superior customer care through efficiency, learning and benefiting from the competition rather than running away or fighting to destroy competition

2.3 Business Pricing strategy

The business will employ the market- skimming technique to attract the market segment that is more conscious of quality. Affordable price will be set by considering among others the price policy of competitors, and business operating costs. Special program of delivery to esteemed customers will also be offered at a slight increase price.

3.0 PRODUCTION PLAN

3.1. Product and Operating Process

In delivering quality frozen meat products the following activities will be done sequentially

- a) Identifying customer needs
- b) Spotting their convenient time for buying the products

- c) Payment affordability
- d) Offering the required services

3.2: The project will recruit 148 local qualified and competent staff that will be paid attractive packages matching their qualifications, and these will be eligible for further studies and in house training to improve their work efficiency.

3.2 Cost of services

The projected cost of Sunshine International Supply Chain Co. Ltd. should incur before opening the operations will include manufacturing of equipment and operating costs.

BREAKDOWN OF COSTS BY INVESTMENT IN USD

S/N	ITEM	BUDGET	BREAKDOWN	CATEGORIES
1	LAND AND BUILDINGS	420,000	120,000 300,000	LAND AND PLANT BUILDINGS
2	MANUFACTURING MACHINES AND PLANT	6,200,000	6,200,000	MANUFACTURING PLANT
3	COLD STORAGE VEHICLES AND FACILITIES	500,000	500,000	COLD STORAGE VEHICLES AND FACILITIES
4	SPECIAL PLANT FURNITURES	141,050	141,050	SPECIAL PLANT TABLES AND CHAIRS
5	PRE – OPERATION EXPENSES	1,250,000	1,250,000	SET – UP COSTS
6	WORKING CAPITAL	1,751,450	1,751,450	OFFICE EXPENSES
7	OTHERS	50,000	50,000	WORKING CAPITAL
	TOTAL	10,312,500	10,312,500	

3.3 Labour requirements

The project will recruit 148 local qualified and competent staff that will be paid attractive packages matching their qualifications and these will be eligible for further studies and in-house training to improve their work efficiencies.

3.4 Capital Requirements

	ITEM	AMOUNT USD
Fixed costs	Plant Buildings	300,000
	Plant machineries	6,200,000
	Plant equipments	1,561,050
	Pre-operating costs	500,000
	Working capital	1,751,450
Total		10,312,500

4.0 THE MARKET AND COMPETITION

4.1 Customers

The company wish to serve both local market and business to business market as stated hereunder.

4.1.1 Customer description

In order to be able to target services at the right costs to different customer groups, the project will picture customer's preference, geographical location, income status and other socio-economic matters. Customer description will also help the project implementers to have correct messages when communicating with customers.

4.1.2 Target Customer groups

Potential customers are expected to cover the following groups;

- Wholesaler buyers from neighbouring country i.e. EAC and SADC
- Various Institutions such as schools, collages, prisons, hotels etc.
- General public

4.2 Market Size and Trends

Research conducted reveals that there is everlasting growing need for processed frozen meat products. This is backed by the fact that Tanzania has high birth rate and the government is striving to see to it that it has a healthy population by making sure that its people get proper and affordable foodstuff, so the high demand for livestock and poultry products.

4.3 Competition Analysis

Feasibility study shows that competition in processed frozen livestock meat products in the country currently is not there. Signs are showing that in the long run there may occur some stiff competition in this line of business since other countries in the SADC are engaging in this line of business. Understanding that the level of competition in the future will increase the management will strive to create royal customers by offering quality services and produce for the business to prosper.

5.0 MARKETING AND SELLING STRATEGY:

5.1 SWOT ANALYSIS:

This section analyses the strengths that the project has over competitors and the internal weaknesses that are likely to affect linear project performance of the

project. Yet, the strengths are identified as much sounding to build on and perform better. The project can also stand against external threats identified below because there are enough opportunities, which can be utilized to achieve the projected sales and competitive targets in the market.

1	3
<p>Strength: The strength to build on include:</p> <ul style="list-style-type: none"> • The project is strategically located in the prime business centre of Dar es Salaam which is the core business bridge to all EAC and SADC countries. • The project will be managed by educated and experienced entrepreneur • The project financing will be in foreign currency; 	<p>Weakness:</p> <ul style="list-style-type: none"> • Lack of enough expansion capital
2	4
<p>Opportunities:</p> <ul style="list-style-type: none"> • There is great population in Tanzania hence favours the need for more Livestock and poultry products 	<p>Threats: Under the prevailing free market economy, prices of commodities and services are directed by the market forces, hence can affect the expected income of the customers, hence the project sales price decrease.</p>

5.2 Marketing Strategy

Because of the uniqueness of our services and convenience of our location many people will be attracted to check our established company and see what we offer. Therefore, we will execute an aggressive market strategy to attract customers

who will best match what we offer. Some of the strategies our company will use to attract people into the service include branding our manufactured products.

- I. The best marketing strategy we will use is through the word of mouth. Here the company will make sure that salesmen do educate buyers on the services. In addition, attracted Customers are expected to educate their peers and friends over our friendly services.
- II. Customer relations strategy will be employed. In its daily activities the company foresees that much of its business income will be generated from customers with whom the company will maintain cordial relationship with, therefore ,in this project the company will strive the best to make sure that it maintains good business relations with customers in order to increase sales.

5.3 Method of sales:

Potentially the business venture will have a very large market share therefore will use the following services delivery methods;

- I. Major bulk distribution will be handled at the head office.
- II. Agents will be established in regions to distribute and supply products to avoid customers' allayed fears of product stock out by ensuring adequate stocks have been ordered reserved for distribution.
- III. Special delivery services will be established to meet the need of other busy customers, and for those who buy products in bulk.

5.4 Advertising and Promotion:

Different advertising strategies will be used to reach the targeted customers and for them to learn about the products and services of our business. This will particularly be done because the service techniques will be new into the market as compared to other established competitors.

Therefore, the business will embark into promotion sales through various local promotional agents in each region.

6.0 MANAGEMENT/ORGANIZATION

6.1 Description

The business will be managed by Managing Director, Assisted by the Operation Director and Finance and Administration Director. Their duties include but not limited to overall management of the business undertaken, finance, marketing, administration and sales operations. The Managing Director should possess Mechanic Engineering in frozen livestock meat products knowledge and experience, and have specialized training in entrepreneurship and extensive experience in management and administration for over ten years

Position	Number	Qualification	Responsibilities	Monthly Salaries and Wages
Managing Director	1	Qualified in mechanical engineering in frozen livestock meat products and experience of more than ten years	Managing the project and employees, searching for customers and investors	
Director of Finance	1	Certified Public Accountant and experience of more than five years	Managing the overall finances and accounting of the project	
Director of Human Resources	1	Masters in HR Management and experience of more than five years	Managing all Human Resources issues and employees	
Director of Research and Development	1	Masters in Research and experience of conduct scientific research of more than	Conducting and managing of research activities	

		five years	related to frozen livestock meat products	
Director of Marketing	1	Masters in Marketing and experience of more than five years	Advertising and finding frozen livestock meat products customers.	
TOTAL	5			

6.2 Ownership:

The business is owned and managed by innovative, initiative, and strategic risk taker entrepreneur who aims at maximizing profit. The owners have vast and extensive technical and management expertise. Furthermore, he has attended special executive trainings in entrepreneurship and cold storage facilities for livestock products marketing . Therefore he has appropriate, adequate knowledge and skills in running the project.

6.3 Board of Directors

The business firm will have five Boards of directors who will be the chief advisors of the firm on issue pertaining to market, finance and management, gender balance will be considered in undertaking selection.

6.4 Support Services

Lawyers promoters, marketers, and Auditors will be hired

The company will contract three expert firms as supporting services providers which will include;

- Auditing Firm: This firm will be selected at the annual general Board meeting.
- Legal: This also will be selected at the annual general Board meeting.

- Marketing: This will be established within the firm to reduce cost of operations
- Open Mind Tanzania: These will conduct general consultancy services to the company as needed from time to time.

7.0 FINANCIAL PLAN

Risks: 7.1 Financial Risks

No.	Type of Risk	Measures
1	Fire breakdown	Taking precautions by putting fire extinguishers and train staff on their usage
2	Theft in the office	The office & equipment must be insured

7.2 Descriptive Financial Plan:

The financial statements show that due to the nature of the product many variables are remaining constant, but some of the variables will be varying. For example in the Income Statement and Cash Flow Statement, sales and purchases are going to vary from month to month.

Expenses like loan interest, office supplies, car and truck expenses, telephone and utilities are expected to remain constant throughout the year.

The project's financial performance portrays good results {profit} in the second year of sales, hence the choice of investing in this business is a smart choice.

7.3 Cross Cutting Issues:

7.3.1 Employment of Women

It has been a custom to most employers in the sales industries not to employ women , but in its manpower planning the company expects to create a common ground for women and men, as long as they have the required knowledge and skills. Special attention will be made to selected women and men by organizing a special training on the operation of the business activities.

7.3.2 HIV/AIDS and Malaria Interventions

The issue of HIV/AIDS and malaria in Tanzania rank as one of the prime factors causing death to the indigenous. Therefore, The company will adopt a special Policy while operating its activities. At work places special ant- HIV/AIDS and malaria campaigns programmes will be conducted in collaboration with AMREF and PSI . This will contribute to the decrease of the spread of these diseases and establish ant stigma campaign in the offices. This will ensure that workers do not get sick and utilize their labour effectively.

8.0 SUPPORTING DOCUMENTATION

8.1 Funding Requirements: In the first year of its sales, the business requires a total amount of USD 10,312,500 as a start up capital. This start up capital is expected to cover the initial Operating Expenses and buying Fixed Assets.

8.2 Cash Flow Statement (Attached):

Cash flow analysis in this business plan depicts the totality of cash flow movement (in and out) of the project. The projected liquidity of the project is good. The project will generate an average of about USD 106,289 net cash flow per annum. The project will be able to repay the loan with its interest and also pay Corporate Tax to the Government.

8.3 Balance Sheet (Attached)

Balance sheet shows the assets and liabilities of the company and also it shows if assets of the company can meet the liabilities. The balance sheet shows that assets of the company worth USD 13,307,300 while liability is only USD 83,254 this shows that the company can meet its financial obligation as assets are higher than the liabilities.

8.4 Income Statement (Attached):

Cash generation projections are clearly presented in this financial analysis. The income statement depicts that the business will get revenue of USD 2,000,000 in the first year of production from cold storage facilities for livestock and poultry products. This revenue will be enough to meet project's direct cost and overheads and generate Net Profit after tax of USD 106,289

8.5 Loan Repayment Schedule (Attached):

A total loan of USD 10,000,000 will be requested from a bank or a Financial Institution at 25% interest rate per annum. It will be a long term loan to be paid within 120 months. Repayment schedule shows that the average monthly loan interest will be USD 20,833 whereas monthly repayment principal loan will be USD 83,333. Analysis shows that the business venture will be in the position to its entire loan obligation as per schedule.

9.0 CONCLUSION AND RECOMMENDATION:

This project indicates that, Sunshine International Supply Chain Co. Ltd. management and supporting staff are all competent, educated and well experienced in business as depicted in this business plan. Referring to the financial projections the business is considered technically feasible, financially viable, economically sound and socially accepted.

Therefore, basing on the factors Sunshine International Supply Chain Co. Ltd. requests to be availed a loan of USD 10,000,000 for easy and successful expansion of the project.

SUNSHINE INTERNATIONAL SUPPLY CHAI CO.LTD

PROJECTED BALANCE SHEET FOR TEN YEARS AS AT 30TH JUNE

YEAR	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
DESCRIPTION	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD
TOTAL ASSETS	4,812,496	4,678,017	4,624,563	4,647,199	4,771,616	4,779,891	4,868,845	5,057,126	5,281,137	5,609,488
FIXED ASSETS (NET)	1,380,945	1,250,840	1,120,735	990,630	860,525	730,420	600,315	470,210	340,105	210,000
CURRENT ASSETS	2,467,609	3,427,177	3,503,828	3,656,569	3,911,090	4,049,471	4,268,530	4,586,916	4,941,032	5,399,488
LOSS IN THE YEAR	963,942	-	-	-	-	-	-	-	-	-
TOTAL LIABILITIES	4,812,496	4,678,017	4,624,563	4,647,199	4,771,615	4,779,891	4,868,845	5,057,126	5,281,137	5,609,488
EQUITY CAPITAL	312,500	312,500	312,500	312,500	312,500	312,500	312,500	312,500	312,500	312,500
LONG TERM LOAN	4,499,996	3,999,992	3,499,988	2,999,984	2,499,980	1,999,976	1,499,972	999,968	499,964	-
CURRENT LIABILITIES										
RETAINED PROFIT	-	365,525	812,075	1,334,715	1,959,135	2,467,415	3,056,373	3,744,658	4,468,673	5,296,988

SUNSHINE INTERNAYIONAL SUPPLY CHAIN CO. LTD.

PROJECTED PROFIT AND LOSS STATEMENT FOR TEN YEARS

YEAR	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
DESCRIPTION	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD
SALES REVENUE	4,000,000	4,000,000	4,500,000	5,000,000	5,600,000	6,100,000	6,600,000	7,200,000	8,000,000	8,600,000
LES: VARIABLE COSTS	4,500,000	3,000,000	3,375,000	3,750,000	4,200,000	4,575,000	4,950,000	5,400,000	6,000,000	6,450,000
GROSS MARGIN	(500,000)	1,000,000	1,125,000	1,250,000	1,400,000	1,525,000	1,650,000	1,800,000	2,000,000	2,150,000
IN % OF SALES REVENUE	(12.5)	25	25	25	25	25	25	25	25	25
LESS: FIXED COSTS	130,105	130,105	130,105	130,105	130,105	130,105	130,105	130,105	130,105	130,105
OPERATIONAL MARGIN	(630,105)	869,895	994,895	1,119,895	1,269,895	1,394,895	1,519,895	1,669,895	1,869,895	2,019,895
IN % OF SALES REVENUE	(15.75)	21.75	22.11	22.40	22.68	22.87	23.03	23.19	31.16	23.49
OVERHEAD COSTS:										
ADVERTISING	800	800	950	1,100	1,400	1,500	1,500	1,500	1,600	1,600
BANK CHARGES	420	900	1,000	1,000	1,100	1,200	1,200	1,300	1,300	1,300
LOAN INTEREST	10417	10417	10417	10417	10417	10417	10417	10417	10417	10417
INSURANCE	70,000	75,000	80,000	80,000	90,000	90,000	95,000	95,000	100,000	100,000
INTER – NET	400	400	400	450	450	450	500	500	500	500
LEGAL & PROFESSIONAL FEES	5,000	5,000	6,000	6,000	6,500	6,500	7,000	7,000	7,000	7,000
PAYROLL	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
PAYROLL TAXES & BENEFITS	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
REPAIR & MAINTENANCE	12,000	12,400	12,400	12,400	13,000	13,000	14,000	14,000	14,000	14,000
UTILITIES	10,000	12,000	14,000	16,000	18,000	20,000	22,000	24,000	24,000	24,000
POSTAGE & DELIVERIES	800	800	800	1,000	1,000	1,000	1,200	1,200	1,200	1,200
OFFICE EXPENSES	10,000	15,000	15,000	18,000	18,000	20,000	20,000	25,000	25,000	25,000
MISCELLANEOUS	4,000	5,000	6,000	7,000	8,000	9,000	10,000	11,000	12,000	13,000
TOTAL OVERHEAD EXPENSES	333,837	347,717	356,967	373,267	377,867	383,067	392,817	400,917	407,017	408,017
IN % OF SALES REVENUE	8.3	8.7	7.93	7.46	6.75	6.30	5.95	5.57	5.09	4.74
NET PROFIT/LOSS BEFORE TAX	(963,942)	522,178	637,928	746,628	892,028	1,011,828	1,127,083	1,268,978	1,462,878	1,611,878
TAXATION(30% OF NET PROFIT)	-	156,653	191,378	223,988	267,608	303,548	338,125	380,693	438,863	483,563
DIVIDENTS	-	-	-	-	-	200,000	200,000	200,000	300,000	300,000
RETAINED PROFITS	-	365,525	446,550	522,640	624,420	508,280	588,958	688,285	724,015	828,315

SUNSHINE INTERNATIONAL SUPPLY CHAIN CO. LTD.

PROJECTED CASHFLOW STATEMENT FOR TEN YEARS

YEAR	PRESET-UP EXPENSES	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
DESCRIPTION	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD
CASH BALANCE B/F	0.00	1,835,200	959,696	1,570,312	2,296,678	3,141,644	4,122,110	5,222,376	6,437,892	7,795,308	9,346,624
CASH FLOW											
CASH RECEIPTS		4,000,000	4,000,000	4,500,000	5,000,000	5,600,000	6,100,000	6,600,000	7,200,000	8,000,000	8,600,000
OWNERS CASH	312,500										
LOAN RECEIPTS	5,000,000										
TOTAL CASH IN	5,312,500	5,835,200	4,959,696	6,070,312	7,296,678	8,741,644	10,222,110	11,822,376	13,637,892	15,795,308	17,946,624
AVAILABLE CASH BALANCE	5,312,500	5,835,200	4,959,696	6,070,312	7,296,678	8,741,644	10,222,110	11,822,376	13,637,892	15,795,308	17,946,624
CASH OUTFLOW											
FIXED ASSETS (PURCHASES)	1,511,050	-	-	-	-	-	-	-	-	-	-
MATERIALS PURCHASES	1,656,250	4,500,000	3,000,000	3,375,000	3,750,000	4,200,000	4,575,000	4,950,000	5,400,000	6,000,000	6,450,000
INSURANCE	70,000	70,000	75,000	80,000	80,000	90,000	90,000	95,000	95,000	100,000	100,000
ADVERTISING	30,000	800	800	950	1,000	1,400	1,500	1,500	1,500	1,600	1,600
BANK CHARGES	2,000	420	900	1,000	1,000	1,100	1,200	1,200	1,300	1,300	1,300
LOAN INTEREST	-	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417
LEGAL & PROFESSIONAL	3,000	5,000	5,000	6,000	6,000	6,500	6,500	7,000	7,000	7,000	7,000
INTER - NET	-	400	400	400	450	450	450	500	500	500	500
SALARIES & WAGES	120,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
PAYROLL TAXES		60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
REPAIRS & MAINTENENSES	-	12,000	12,400	12,400	12,400	13,000	13,000	14,000	14,000	14,000	14,000
POSTAGE & DELIVERY	-	800	800	800	1,000	1,000	1,000	1,200	1,200	1,200	1,200
OFFICE EXPENSES	10,000	10,000	15,000	15,000	18,000	18,000	20,000	20,000	25,000	25,000	25,000
UTILITIES	50,000	10,000	12,000	14,000	16,000	18,000	20,000	22,000	24,000	24,000	24,000
MISCELLANEOUS	25,000	4,000	5,000	6,000	7,000	8,000	9,000	10,000	11,000	12,000	13,000
SUB - TOTAL	3,477,300	4,833,837	3,347,717	3,731,967	4,113,367	4,577,867	4,958,067	5,342,817	5,800,917	6,407,017	6,858,017
LOAN PAYMENT	-	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667
DIVIDENTS	-	-	-	-	-	-	-	-	-	-	-
TAXATION	-	-	-	-	-	-	-	-	-	-	-
TOTAL CASH OUTFLOW	3,477,300	4,875,504	3,389,384	3,773,634	4,155,034	4,619,534	4,999,734	5,384,484	5,842,584	6,448,684	6,899,684
BALANCE C/F	1,835,200	959,696	1,570,312	2,296,678	3,141,644	4,122,110	5,222,376	6,437,892	7,795,308	9,346,624	11,046,940

SUNSHINE INTERNATIONAL SUPPLY CHAIN CO. LTD.

LOAN REPAYMENT SCHEDULE IN

LOAN TYPE	USD/AMOUNT	JAN	FEB	MARCH	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
COMMERCIAL LOAN													
PRINCIPAL AMOUNT	5,000,000												
INTEREST RATE	25%												
LOAN TERM IN MONTHS	120												
MONTHLY PAYMENTS	41,667												
YEAR 1													
INTEREST		10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417
PRINCIPAL		41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667
LOAN BALANCE		4,958,333	4,916,666	4,874,999	4,833,332	4,791,665	4,749,998	4,708,331	4,666,664	4,624,997	4,583,330	4,541,663	4,499,996
YEAR 2													
INTEREST		10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417
PRINCIPAL		41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667
LOAN BALANCE		4,458,329	4,416,662	4,374,995	4,333,328	4,291,661	4,249,994	4,208,327	4,166,660	4,124,993	4,083,326	4,041,659	3,999,992
YEAR 3													
INTEREST		10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417
PRINCIPAL		41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667
LOAN BALANCE		3,958,325	3,916,658	3,874,991	3,833,324	3,791,657	3,749,990	3,708,323	3,666,656	3,624,989	3,583,322	3,541,655	3,499,988
YEAR 4													
INTEREST		10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417
PRINCIPAL		41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667
LOAN BALANCE		3,358,321	3,416,654	3,374,987	3,333,320	3,291,653	3,249,986	3,208,319	3,166,652	3,124,985	3,083,318	3,041,651	2,999,984

YEAR 5													
INTEREST		10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417
PRINCIPAL		41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667
LOAN BALANCE		2,958,317	2,916,650	2,874,983	2,833,816	2,791,649	2,749,982	2,708,315	2,666,648	2,624,981	2,583,414	2,541,647	2,499,980
YEAR 6													
INTEREST		10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417
PRINCIPAL		41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667
LOAN BALANCE		2,458,313	2,416,646	2,374,979	2,333,312	2,291,645	2,249,978	2,208,311	2,166,644	2,124,977	2,083,310	2,041,643	1,999,976
YEAR 7													
INTEREST		10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417
PRINCIPAL		41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667
LOAN BALANCE		1,958,309	1,916,642	1,874,975	1,833,308	1,791,641	1,749,974	1,708,307	1,666,640	1,624,973	1,583,306	1,541,639	1,499,972
YEAR 8													
INTEREST		10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417
PRINCIPAL		41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667
LOAN BALANCE		1,458,305	1,416,638	1,374,971	1,333,304	1,291,637	1,249,970	1,208,303	1,166,636	1,124,969	1,083,302	1,041,635	999,968
YEAR 9													
INTEREST		10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417
PRINCIPAL		41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667
LOAN BALANCE		958,301	916,634	874,967	833,300	791,633	749,966	708,299	666,632	624,965	583,298	541,631	499,964
YEAR 10													
INTEREST		10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417
PRINCIPAL		41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667
LOAN BALANCE		458,297	416,630	374,963	333,296	291,629	249,962	208,295	166,628	124,961	83,294	41,627	-

THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

MEMORANDUM
AND

ARTICLES OF ASSOCIATION

OF

SUNSHINE INTERNATIONAL SUPPLY
CHAIN CO. LIMITED

Incorporated this

day of

, 2013

DRAWN BY
HAN XUE HUI
(SUBSCRIBER)
P.O. BOX 31299
DAR ES SALAAM

THE UNITED REPUBLIC OF TANZANIA



CERTIFICATE OF INCORPORATION

NO.

I HEREBY CERTIFY THAT

**SUNSHINE INTERNATIONAL SUPPLY CHAIN 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, day of
Two Thousand and Thirteen

Registrar of Companies

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

SUNSHINE INTERNATIONAL SUPPLY CHAIN CO. LIMITED

5000/-
35698
11/11

2500/-
35698037

1. The name of the company "SUNSHINE INTERNATIONAL SUPPLY CHAIN 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 engage in mobilizing and advising livestock keepers and agricultural farmers for more production. To acquire land by purchasing , lease or otherwise for livestock and agricultural use of or any other investments purposes and carry on the business chicken, sunflower oil, teak, pine trees, of cultivating, planting, growing and developing forests plantations including hard and soft woods and engage in the business of logging, lumbering, wood processing, production of furniture and produce, sell, buy, import and export forest products of all kinds and description.
 - (b) To engage in and or otherwise carry on the business of professional dealers in sea foods, import and export of fish products, specialized sea food merchants, fishing and marketing of all sea and lake products in international and local markets, fish merchants, fishing crafts owners trawlers and any other commercial and industrial fishing operations in the sea and fresh water and to process, buy and export all types of fish, shrimps lobsters, dried, smoked and salted fish, canned fish, fresh fish, sea shells an sea products and general all types of marine products and all businesses and trades incidental, analogous, similar thereto, required to be , or capable of being carried on in conjunction therewith.
 - (c) To carry on the business as general merchants, traders, consumers, suppliers, importers, exporters, stockists, wholesalers, retailers and dealers in all types of sunflower oil, electrical goods, hardware, building materials, electrical goods, sanitary - ware, wall papers, roofing tiles, flooring tiles, 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, decorators, steel fabrication, machine hop, nickel plating, electric plating, making steel windows, doors, frames, and roof tresses, fishing gears, groceries, computers, office equipments, cooking oils, salts, foodstuffs, cosmetics, oils, paints, spirits sheets, hinges, screws, iron mongery, textiles piece goods, all types of leather goods, shoes, bags and other similar goods.

- (d) To carry and promote and trade or business of farm and agricultural inputs, implements, tools, packaging materials and deal in livestock and or the veterinary health care products to farmers and stockists, to buy, sell, supply, distribute whether in retail or wholesale beef, fertilizer, insecticides, fungicides, growth stimulants, agro seeds, farm implements and tools, animals feeds, veterinary drugs and any related goods and import and export agriculture and food technology, industries and equipment, manufacture and semi processed products in Tanzania and other parts of the world.
- (e) To acquire, take over, promote, establish, engage in and carry on the business of professional farmers, planters, harvesters, sprayers, seed coffee growers, sellers, buyers, general merchandise and commodities, beans, groundnuts, green peas, wheat, foods and cash crops, maize, tea, rice, tobacco, coffee, instant coffee, raw coffee, cocoa leather products leather goods, glaziers, breeders of and dealers in livestock, market gardeners, aboriculturists, agriculturists, aquaculture, horticulturists and dairymen, vegetable oils extracts, poultry and beekeepers, and any other trade or businesses in connection with floriculture, arboriculture, agriculture or horticulture.
- (f) To open and maintain shops, stores, and act as agents, domestic, site and industrial fumigation and deal in the sale, acquisition and dispose of pesticides, for medical purposes, surgical, medical and veterinary apparatus and instruments chemical and sanitary preparations, herbicides, fungicides and insecticide preparations, to carry business of buying, selling, importing and export of goods, Raw cashew nut and commodities of all kinds manufactured and produced locally and abroad, produced by the company or others act as general merchants and traders, both wholesale and retail and for such purposes.
- (g) To carry on business of processing of timber and its allied products including timber-cutting production, forestry and cultivation of man-made forest and to process forest products including the process of cutting, lumbering and all other forest products. To carry on all or any of the business of promoting and further the craft of apiary (beekeeping) rearing of honeybees for production of honey and other bee products like wax, propolis, fish etc. To prepare, market and distribute all kinds of bee products inside and outside Tanzania.
- (h) To carry on all or any of the businesses of sellers, importers, exporters and dealers in all kinds of bee products. To carry on extractions of honey

(processing) traditional methods, and modern methods of processing, bee wax extraction and other apiary related activities.

- (i) To carry on business as distributors, manufactures representatives, buyers, and sellers agents and dealers in all kinds of books, stores, school equipments, papers, exercise books, boards, pencils, pens, inks, chalks, footballs, pins, clips, toys waste goods and general and articles of goods of any kind whether manufactured or not for institutions, universities, secondary schools, primary schools, adults education centers, public office and transporters.
- (j) To carry business of property developers and real estate developers and to act as promoters, designers, planners, developers, builders, constructors, renovators, decorators, landscapers, owner, buyers, sellers, lessors and lessees of residential house, public houses, office blocks, apartments, housing estates, shopping malls, arcades, entertainment houses, leisure center parks, factories, industrial buildings, warehouses, depots, godowns, diary farms, planning and construction of drainage systems.
- (k) To carry on the business of computer networks, sales of computers, consultancy, computer training, graphic, design, internet café computer programming, web sites, database, telecommunication equipment telephones, cellular phones, TV-transmission equipment etc transport automobiles, marine vessels, aircraft, drilling and mining technologies and equipment, and agricultural and diary equipment and all types of computer networks and related networks activities.
- (l) To carry on the industry and business of milling, producing, refining, repackaging, importing, exporting, marketing of all kinds food, edible oils, cooking fats, margarine and bye-products thereof, to carry on the business of Flour mills, milling, packing all kinds of spices, salt, chemicals including industrial chemicals and all products. To extract, process, refine, distil, conserve, manufacture and generally deal in, and all kinds of soaps, detergents, soap chips, all kinds of oil, fatty acids, oleaginous and fatty substances, all kinds of unguents and ingredients and all products of the same or any of the said substances.
- (m) To carry on the business of running supermarkets, shopping malls, retail shops, wholesale outlets, act as importers, exporters, clearing agents, stockist, processors, warehousemen, agents, dealers, and to generally deal in all hypes of consumer goods, hardware goods, and building and property maintains, groceries.
- (n) o carry on the business of running supermarkets, shopping malls, retail shops, wholesale outlets, act as importers, exporters, clearing agents, stockist, processors, warehousemen, agents, dealers, and to generally deal in all hypes of consumer goods, hardware goods, and building and property maintains, groceries.

- (o) To acquire and take over as a going concern, the business carried on under the name and style of with all its assets and liabilities and to engage in and otherwise carry on the business of exporters of Wet, Blue, raw Hides and Skins, finished leathers and leather products.
- (p) To engage in and otherwise carry on the business of production of livestock and agricultural inputs, planting, growing, buying, marketing and selling of agricultural crops, fruits, horticultural products and livestock products of all kinds and descriptions, and carry on business as importers and exporters of every kind of livestock and agricultural products and other produce of the soil, and to prepare, preserve, process, cure, blend, refine, treat and render marketable any such produce either in prepared, manufactured, raw or other state.
- (q) To carry out the business of proprietors and managers of night club, restaurant, lodges marquees, hotels, cafes, road houses, motels, hotel management, 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, also to provide variety of services and products to guest, tourist and hoteliers related to activities of marine parks and reserves along the coast and any other place.
- (r) Training livestock keepers and agricultural farmers in the modern ways of livestock and agricultural production.
- (s) To acquire land by purchasing, lease or otherwise for livestock and agricultural use and other investments purposes, and develop the land into livestock farming or animal fattening farms, paddy rice farms, wheat farms, cotton farm, sesame seed farms, aloe Vera plantations, oil palm plantations, coconut plantations, cashew nuts plantations, and into any other crop farms and plantations and engage in livestock processing to produce export quality meat and other various livestock products, and engage in agro-processing to produce export quality rice, cotton lint, edible oils, all kinds of flours, cashew nuts, beekeeping, bio-fuels, and any other product from the farms, the plantations and from any other crop.
- (t) To carry on the business of agricultural, training, consultants in matters pertaining to agricultural, engineering, machines, installation and operation, promotion of agricultural development and dairy farming preparation of feasibility studies, project planning and carry on business of agricultural pesticides, chemical and packing materials for sea, road and air freight and labeling for export, distributors and services of heavy engineering and for machinery.

- (u) To be consultancy, professional schools operators, runners, educational skills providers, pre-secondary school, secondary school, super curriculum designers and or creators, operators of secondary and high schools, international schools and exchange program centers, academy, technical schools, colleges and or Universities, supper consultants in school management and training college skills, social science and all businesses and trades incidental, analogous similar thereto, required to be or capable of being carried on in conjunction therewith.
- (v) To buy, sell, export, import, produce, retail, wholesale, manufacture industrial and deal in food and food products, wheat flour, maize flour, rice, oil consumer, sugar, meat, fish, fruits, confectionery, other beverages, whether alcoholic or not, tobacco, To carry on the business of agricultural by using tractors of crops such as all types of cereals such as maize, rice, rice, paddy, chemists and druggists suppliers, linen, furniture, furnishings and other articles required by visitors to the company's premises and others.
- (w) To carry on business of mining of all kinds precious stones, foodstuffs, beverages of all description, precisions items, gemstones, jewellery, rate items, dress materials and clothing and all any types of goods, merchandises tock or item of any number, size, magnitude, description and type whatsoever and operate, plague, mortgage, lease, character, sub-character sell and build refuge, lighter, barges and all other vessels and craft of any kind whatsoever including aircraft and any purchase assignment exchange, general trading, transfer or any part of undertaking and all general merchandise.
- (x) To carry on the business of mining all kinds of minerals, gemstones, and gold, diamonds dealers in mines and prospectus make research, prospecting, sale and exporters of all dealership, including marketing and promotion of gold mines and other mines, mineral contractor and/or exchanges, take on lease or otherwise acquire any mines, mining licences or rights protected areas, cooper, ores, lead, emeralds, diamonds, rubies, and other precious and semi-precious stones, mineral products and substance from which the company may consider advantages for its objects and to search, prospect for examine, explore, excavator, quarry, dredge, sell, export gold, diamonds, ores, emeralds, rubies and substances from the earth and extract, reduce, wash, crush, refine, treat, smelt, amalgamate, manipulated and or otherwise treat gold, ores, metals, emeralds, rubies and other precious an semi-precious stones or other valuable substances there from or prepare, render and make them fit for markets locally or internationally level.
- (y) 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 kaolin, 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.

- (z) To install operate, maintain and exploit public teleshop, system and to carry on business as sellers, buyers, importers, exporters, distributors and dealers in all kinds of mobile telephone, telecommunication equipment, material, apparatus and accessories relating to telecommunication, and to install, repair, maintain, service and generally deal in such equipment; and dealers generally in products or equipment relating to cellular telephone systems, telecommunication visual communication, paging, voice feed back automatic lettering, including all apparatus, accessories, appliance and things used in connection therewith belong to the company or procured by the company or belonging to the customers of the company.
- (aa) To do all kinds of business relating to telecommunication, information technology, and to act as consultants and training carry on business as managers or advisors in information management, applications development, data telecommunication and networks technology and those purpose to promote, arrange, organize, conduct and facilitate information and communication technology in Tanzania elsewhere and to promote, arrange facilitate and operate information technology activities in all its diverse areas and all such facilities advantages and conveniences as may be considered necessary or incidental thereto, to do activities as development of consumer-made and instructional software, educational managerial and control software products for small, medium and large clients
- (bb) To carry on the business of civil engineering works, electrical engineering consultancy and mechanical engineering works, construction for silos, feed lots, fish ponds, cattle dips, spray races, cattle troughs water tanks of all types, water dams, road makers, public contractors, cattle weighbridges, water pumping units, wind mills, sink boreholes, (deep and shallow) laying water pipes, surveying and setting stock routes shelters of all kinds and building of all types and to carry on the business of land use developers, town planners and designers.
- (cc) To conduct market research, to manufacture, buy, sell; import, export, alter, maintain, services, repair and otherwise deal in instruments, substances, used materials, television, music system, decoder, saterite, dishes, fridge, materials, machinery, apparatus, appliances and things of all kinds used or capable of being used in connection with any of the activities of the Company or likely to be required by the customers of the Company or which, may be conveniently dealt with in by the Company with any of its objects.

- (dd) To carry on business of transport, cargo and travel agents, commission agents, customs agents, insurance agents, tourists agents, manufacturers representatives, clearing and forwarding agents, shipping agents, road contractors, cargo superintendents, packers machinery, haulage specialists, engineers, electricians, motor cars, cabs, omnibus, lorries, oil tank and coach proprietors and transport by any other means of conveyance of people and goods neighboring countries and such other places as may from the time determined by the company, export of agricultural products and importers and exporters traders, commission and general agents, or other wise del in electrical goods, produce articles and general merchandise.
- (ee) To provide consultancy on environmental impact studies on construction, architecture, structural designs and engineering, construction labour management, estate plans and soil testing.
- (ff) To establish workshops for training overhand and repair of agricultural, plant and heavy duty construction machinery and equipment handling and safety measures, high of construction equipment, construction labour and general advisory services.
- (gg) 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.
- (hh) To promote tourism in Tanzania and elsewhere in Africa, to carry on business of travel and tourist agents and tour operators, to promote facilitate traveling to organize hunting, tented-camps, fishing and diving expeditions, safari promoters and undertakers generally and in particular to arrange and manager hunting safaris, photo safaris adventure tours, fishing trips, handling of game trophies and animal skins, catching, harbouring, transporting, wildlife and marine products of all kind.
- (ii) To carry on the business of importers, exporters, general merchants, general store-keepers, universal providers, wholesale and/or retail traders, dealers of piece wood, paints, hardware, glassware, crockery, cutlery, ironmongery, turners and other household fittings and requirements, other articles and commodities of personal, household use and consumption provisions, textiles, groceries, medicines, drugs, wines, spirits, liquors, chemical, surgical, option, photographic and other instruments, apparatus and materials, motor vehicles, automobiles and generally in all manufactured goods of all types and merchandise of all kinds.

- (jj) To carry on the business as exporters, traders, suppliers, general merchants, stockists, wholesalers, retailers and dealers in business of scrapers, agricultural machinery, implements, equipment and all kinds of industrial projects machinery.
- (kk) To carry on the business of big game hunter, trapping and collection of Wild, live birds for sale and export within outside Tanzania, to sell, improved export, and imports, prepare, deal and trade in carvings, painting, curios, export, and provide game sanctuary facilities and to organize of safaris and expeditions. Discover, hunt, shoot, photograph, capture animals, birds, game and fish of all kinds including reptiles, marine products, pottery crafts, crustacean, salt, mangrove sea shells, groceries, vegetables, cereals goods, fruits and all allied products of every description.
- (ll) To carry on the business of conducting market research and general food processors packers and suppliers, to be general suppliers of hard foods stuffs and agricultural crops, to be grain millers and food mixers to be general exporters of fresh fruits vegetables and flowers, to act as agents of buying and selling all kinds of motor vehicles, General supplies, buying and selling building hardware of every description, electrical appliances, lease. Advisory work to clients on solution of products.
- (mm) 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.
- (nn) 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.
- (oo) To carry on all any of the wholesale and/or retail as gemstones merchants, jewelers and/or dealers in and/or buy, sell market import export and/or general deal in all or any kinds of gemstones precious and semi-precious stones, gold silver and precious metals of whatsoever kind or description.

- (pp) 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.
- (qq) 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.
- (rr) 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.
- (ss) 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.
- (tt) To act as agents for the sale and purchase of any stocks shares or securities or for any other monetary or mercantile transactions.
- (uu) To act as executors and trustees of wills and settlements made by customers and others and undertake and execute trusts of all kinds.
- (vv) 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.
- (ww) 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.
- (xx) To accept for safe custody and keep for customers of the company all kinds of securities valuables and things.
- (yy) 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.
- (zz) 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.

- (aaa) 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.
- (bbb) 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.
- (ccc) To draw, make, accept, endorse, discount execute and issue promissory notes, bills of lading, warrants, debentures and negotiable or transferable instruments.
- (ddd) 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.
- (eee) To obtain any provisional order, 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.
- (fff) 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.
- (ggg) 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.
- (hhh) To do all other things as may be deemed incidental or conducive to the attainment 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 objects 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

AND it is hereby declare that the word "Company" in this clause , except where used in reference of this Company , shall be deemed to include any partnership or other body of persons, whether incorporated, and whether domiciled in Tanzania or elsewhere, and that the intention is that each of the objects set forth in any sub-clause or by the same of the company. None of such sub-clause or the objects herein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the firs sub-clause.


4. The Liability of the Members is Limited
5. The capital of the Company is Shillings 500,000,000/= divided into 100 shares of Shillings 500,000/= 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
HAN XUE HUI P. O. Box 31299 DAR ES SALAAM	60	
MI GAO XIANG P. O. Box 31299 DAR ES SALAAM	40	

Dated at D. Salaam this 2nd day of July 2013

Witness to the above signatures

Name : Andrew Tawete
 Signature : 
 Postal Address : 62297, D. Salaam
 Qualification : Advocate

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

OF

SUNSHINE INTERNATIONAL SUPPLY CHAIN CO. LIMITED

PRELIMINARY

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

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

PRIVATE COMPANY

2. The Company is a Private Company and accordingly:-
 - (a) The right to transfer shares is restricted in manner hereinafter prescribed.
 - (b) The number of members of the company (exclusive of persons who are in the employment of the Company and of persons who have been formerly in the employment of the company were while in such employment to be the member of the company) is limited fifty, provided that where two or more persons hold one or more shares in the company jointly they shall for the purpose of this regulation be tested as a single member.

- (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
- (d) The Company shall not have power to issue share warrants to bearer.

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 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 the following variations:-

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

6. **DIRECTORS**

- (a) Until otherwise determined by the company in General Meeting the Directors shall not be less than two and not more than seven in
- (b) The following persons shall be the first Directors of the company:-
 - 1. HAN XUE HUI
 - 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. 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; or
 - (d) abstains himself from meetings of the directors for a period of six months without special leave of absence from the other Directors.

SEAL

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

ALTERNATE DIRECTORS

16. Any director shall have power to nominate any person to act or attend as alternate Director during his absence or during his inability so to act. Such Director shall be subject in all respects to the terms and conditions

existing with reference to the other Directors and such Alternate Director shall exercise and discharge all the duties of Director whom he represents.

17. Unless otherwise decided by the Directors the quorum necessary to transact business of the Directors shall be two Directors personally present.

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 judgment is given in his favour or in which he is acquitted or is in connection with any application (under Section 481 of the Act) 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 Act 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 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
HAN XUE HUI P. O. Box 31299 DAR ES SALAAM	60	
MI GAO XIANG P. O. Box 31299 DAR ES SALAAM	40	

Dated at Dar es Salaam this 2nd day of July 2013

Witness to the above signatures

Name : Andrew Tawete

Signature : 

Postal Address : 62297, Dar es Salaam

Qualification : Advocate