

EASTERN

GIANTS

CO. 150

MINUTE SHEET

Dokezo
No.

1.0
EXD

Approved

07.01.2013

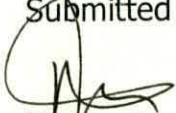
The approved project has fulfilled the investment requirements, which are: -

- (a) Minimum finance investment threshold has been exceeded, the project expects to invest ...US\$ 0.5 m.....
- (b) Legal entity has been incorporated under certificate

No. 97723 of 03/12/2013

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

25th June, 2013

2.0
EXD

Approved

08.07.13

In response to the TIC letter of registration dated 25th June 2013

the project has submitted the required documents namely: -

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

With the above submission EXD is requested to sign Certificate of Incentives No. 042472 herein attached.



DIF

MINUTE SHEET

Dokezo
No.

1

EASTERN GIANTS COMPANY LIMITED

P.O. BOX 7438, Tel:+255716022220,0652777776, Plot No.114,Mabibo Industria Area, Port

Access Road, Ilala

DAR ES SALAAM

16th June 2013

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



RE: Application TIC Certificate Registration

The reference is made to the above subject.

EASTERN GIANTS COMPANY LIMITED Registered in Tanzania under Certificate of Incorporation **No.97723** applying for establishing of an integrated factory for production of metal and plastic switches box & packing cartoons.

The followings are attached:

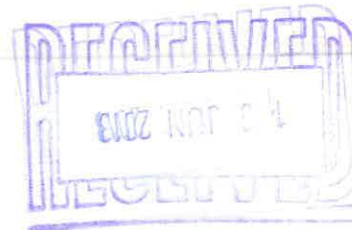
- TIC Application form
- Cop of Certificate of incorporation
- Copy of Company Memorandum and Article of Associations
- Copy of certified title deed and transfer documents
- Directors Board Resolution
- Bank introduction letter

Sir we are asking your good office to facilitate this project

Yours Sincerely

DONGCHUN WU

A handwritten signature in blue ink, appearing to read "Dongchun Wu".



EXTRACT FROM MEETING OF THE BOARD OF DIRECTORS AND
SHAREHOLDERS OF

EASTERN GIANTS COMPANY LIMITED

P.O. BOX 7438, Tel:+ 255716022220,0652777776, Plot No.114,Mabibo Industria Area,

Port Access Road, Ilala

DAR ES SALAAM


AT A DULY CONVENED AND CONSTITUTED MEETING OF THE BOARD OF
EASTERN GIANTS COMPANY LIMITED AT REGISTERED OFFICES OF THE
COMPANY AT Plot No.114, Mabibo Industria Area, Port Access Road, Ilala

DAR ES SALAAM 16TH of JUNE 2013, THE FOLLOWING RESOLUTIONS WERE
PASSED:

1. THAT US\$ 500,000. BE ALLOCATED TO FINANCE ESTABLISHMENT OF
PROJECT.
2. THAT THE COMPANY BE REGISTERED WITH TANZANIA INVESTMENT
CENTRE SO AS TO ENJOY FULLY INVESTMENT INCENTIVES,
BENEFITS AND PROTECTION AS STATUTORY PROVIDED FOR UNDER
TANZANIA INVESTMENT ACT, 1997.

CERIFIED TRUE EXTRACT

(By order of the Board)


.....

CHAIRMAN


.....

SECRETARY

EASTERN GIANTS COMPANY LIMITED

FEASIBILITY STUDY

FOR

ESTABLISHMENT OF AN ITERGRATED FACTORY

FOR

PRODUCTION OF METAL AND PLASTIC SWITCHES BOX

&

PACKING CARTOONS

1.0. **EXECUTIVE SUMMARY.**

EASTERN GIANTS COMPANY LIMITED registered in Tanzania under with Certificate of Incorporation No.97723 Issued on 12th March 2013.

The project promoters are well established business in China, USA and Nigeria carrying out various businesses but majoring in furniture manufacturing, electrical products, packaging materials. Having been in the business for over 10 years the directors are now well prepared for expanding business to Tanzania by establishing manufacturing projects.

The business plan has been prepared for EASTERN GIANTS COMPANY LIMITED for Plastic, metal and paper products manufacturing project. The implementation of this project will include following activities:

- Registration of project to TIC
- Obtaining various permit and license
- Repairing industrial building
- Ordering machines
- Recruiting
- The purchase of 1 Single Cabins Pick Up
- Purchasing 1 light trucks
- Purchasing of machines and equipments
- Equipping the company with relevant facilities

The proposed project is estimated to cost about US\$ 500,000.

The project sponsors will prove 60% of this investment and the remaining 40% will be sourced from financial institution.

1.1 THE PROJECT PROMOTERS

The shareholders of this project are all entrepreneurs with a diverse professional and business backgrounds. The company is owned by 2 shareholders, namely:-

S/N	NAME	NATIONALITY	NO. OF SHARE
1	DONGCHUN WU	Chinese	70
2	CHUNPING QU	Chinese	30

1.2 LOCATION.

The project head office will be located at Plot No. 114, Mabibo Industrial Area, Port Access Road, Ilala, DAR ESSALAAM.

1.3 OBJECTIVE OF STUDY

The purpose of this study is to work out the technical and commercial details and financial viability of a factory for manufacture of metal and plastic switches boxes, and cartoons for parking.

1.4 MARKET AND MARKETING ASPECTS

The market survey carried out reveals that the current demand for switches boxes and parking cartoons are higher

than local production. There is wide gap between supply and demand and therefore, business opportunities exist for setting up additional manufacturing facilities to satisfy the market requirement. With local production, country will save huge amount of foreign earnings which otherwise could be used for importing other essential needs at present.

2.0. PROJECT DETAILS

2.1. INTRODUCTION

Tanzania is geographically strategically located in relation to her neighbors. Because of the above mentioned factor, the country's manufacturing sector has a great potential in contributing in economic growth of Tanzania Economy.

Sector plays a critical role in the social and economic development of a country. There is a wide market for switches boxes products in Tanzania and in other neighboring countries, Hence the project is not expecting to face operational problem.

Tanzania market is supplied by imported products from Asia based on the quality of products which will be supplied by EASTERN GIANTS COMPANY LIMITED the company's products is expected to have a good market in Tanzania and other countries

It is quite gratifying to note that the Government of Tanzania realizes the role of manufacturing sector for its economic and social development, and as a result has developed fiscal and non fiscal incentives which are very instrumental in improving the business and investment environmental in the manufacturing sector.

It is alleged that limited availability of switches boxes products produced within Tanzania is the major causes of importation of low quality products in Tanzania. It is in view of this that, EASTERN GIANTS COMPANY LIMITED has resolved to assist by providing a solution to stimulate manufacturing sector by increasing supplies and productivity. EASTERN GIANTS COMPANY LIMITED has major objectives as following:-

- To promote manufacturing in Tanzania
- To bring new technology and technical know how in the country in the course of its business transactions.
- To provide extra employment to more people in the sector.
- To manufacture products of high quality
- To protect environment by recycling plastic waste

3.0 THE PROJECT

EASTERN GIANTS COMPANY LIMITED is a company legally registered in Tanzania and it bears the Certificate of Incorporation No.97723 issued on 12th March 2013.

3.1 PROJECT SPONSORS

EASTERN GIANTS COMPANY LIMITED is owned by two shareholders, all of them are Chinese. The shareholders have an adequate experience in running the business of manufacturing,

3.2 PROJECT MANAGEMENT

EASTERN GIANTS COMPANY LIMITED will be under the skilled and professional Management who have experience in managing international businesses.

Under this management EASTERN GIANTS COMPANY LIMITED is expected to grow steadily from small to medium company producing high quality products serving domestic to neighboring states.

The company will have a team of qualified and experienced functional managers in the areas of operations/Marketing, workshop Finance and Administration. Other senior and middle level staff will be available for the start up and subsequent

operations of the company, the total number of employees are expected to be 15

3.3 PROJECT MANAGEMENT POLICY

The day to day operations will be managed by the Managing Director, to be assisted by Directors of Production and Technical Director who will be the overall in charge of production, a sales & marketing Director whose major responsibility will be marketing and sales, financing and administration Director who will take care all matters related to finance resources and human resources of the company

3.4 RAW MATERIAL BASE

The manufacturing project will strictly adhere to the law of the land, particularly environmental issues, and all plastics and metal raw materials will be imported from China and South Africa.

3.5 MANUFACTURING SECTOR IN TANZANIA.

Generally, Tanzania has environmental regulations governing the operation of manufacturing industries; operators are required to takes environmental impacts assessment to ensure environmental impacts is minimal.

The Government of Tanzania has simplified procedures for manufacturing to encourage value addition, that is why Tanzania through TIC has in place fiscal and non fiscal incentives to enable investors to have soft landing, procedure and rules are fair and transparent.

4.0 PROJECT'S INVESTMENT CAPITAL

The estimated capital investment cost of the project is US\$ 500,000 out of which US\$ 355,000 will be fixed investment costs. Pre-production expenditures have been budgeted at US\$ 70,000 while working capital is put at US\$ 550,000, other cost US\$20,000

EASTERN GIANTS COMPANY LIMITED COST STRUCTURE

PARTICULAR	US\$
Land and Buildings	15,000.00
Machinery & Equipment	250,000.00
Motor Vehicles	80,000.00
Furniture & Fixtures	10,000.00
Pre exp	70,000.00
Others	20,000.00
Working Capital	55,000.00
TOTAL	500,000.00

4.1 Land and Building

The factory will be located at Plot No 114, Mabibo Industrial Area, Port Access, Ilala, Dar es Salaam. This will serve for production premises.

The company has budgeted for US\$ 15,000 for land and building leasing and renovation.

4.2 Plant, Machinery and Equipment

The project intends to acquire a variety of machinery, equipment and accessories and install them at the site. The facilities that the company intends to install have advantage of incorporating state of the art technology in printing.

The company already purchased machines and currently are on way to Tanzania the Company has budgeted US\$250,000

4.3 Motor Vehicles

Two (1) unit Light Truck will be required for the haulage of raw materials and finished products. One (1) unit of 4WD Pick Up has been budgeted for supervision.

Total estimated cost for above mentioned items is put at US\$ 80,000

4.4 Furniture and Fittings

The company has budgeted US\$10,000 for this

4.5 Working Capital

The company has set a budget of US\$55,000 as working capital

4.6 Pre-operation Expenses

This item includes items like investment studies, preparatory investigations, company formation and legal fees, initial recruitment and training of technical staff and miscellaneous pre-operation payments and leasing fee. The amount of US\$ 70,000 is considered sufficient for this category.

4.6 Other cost

It is estimated that other cost will be US\$20,000

5.0 Project Financing Plan

The shareholders of this company will finance the project using 100% equity as shown below.

Source/Type of financing	Foreign US\$	Local US\$
Equity (100%)	500,000	NIL
Loans NIL	NIL	NIL

6.0 MARKETING ASPECTS

6.1 The Products

The main products of the proposed project mainly involve different categories of products such as:

- Plastic switches
- Metal switches

- Cartoons

6.2 Supply Position

Apparently, there is limited electrical switches factory of the high quality which meets local demand targeted by the company. The company intends to employ State of the art technology which will enable the company produce very high quality of products and in large quantities.

6.3 Competition

Due to the limited availability of high quality products, no stiff competition is foreseen. However, it must be cautioned that the targeted market is very conscious regarding quality. Hence, production of sub-standard products or selling at prohibitive prices will immediately shift customers to competitors

6.4 Distribution

EASTERN GIANTS COMPANY LIMITED depend on the following as distribution strategies to reach company's clients

- Its Customer Care Service Centre and delivery centre
- Whole sellers
- Individuals
- Agents etc

6.5 Promotion

Appropriate promotion means will be employed after consultations with promotion experts to enable the company

properly promote its products to the target market. Generally the company will put more efforts in promotion by participating in different trade fairs like Sabasaba, Nane nane and any other,

6.6 Costing and pricing

From the survey made in different printing houses, there are differences in pricing depending on whether printing is done using new technology or old technology, the company will be market based price, the emphases will be on quality and customized services

6.7 Advertising

The company will be using Fm radio and other radio, Television, billboard, Posters, T-shirt, News papers, internet etc to promote company's products

6.8 Sales representatives

The company will be having sales representatives that will be paid on commission basis and been budgeted at the rate of 5% for all sales that will be made as the result of representatives

7.0 Manpower Requirements.

The management team will be supported by a team of 15 local and 4 foreigners' experts' permanent staff in various capacities. Casual laborers will also be employed on a daily or weekly payment basis.

8.0 ASPECTS OF PROJECT SUSTAINABILITY

The project sponsors having studied market environment and the infrastructure in Tanzania are convinced that the project will be able to operate undisturbed taking into consideration that, the company has been in this business for 10 years and the management has got vast knowledge and experiences in this sector. The growing demand for quality printing materials gives them assurance of a steady market. The peace and tranquility that exist in Tanzania is another aspect of assured business sustainability.

8.1 Monitoring and evaluation

The monitoring and evaluation tools that have been successful in previous projects, will be applied in the project expanded as well, the project sponsors are determined to cooperate fully with the government and other stakeholders for smooth business running.

9.0 FINANCIAL ANALYSIS

9.1 Considerations and Assumptions:

Exchange Rate

The exchange rate for the financial analysis has been taken at Tshs. 1,500 = US\$ 1.00 for all the period.

Taxation and Depreciation

The corporate tax charged is 30% of the profits. The capital assets are exempted from custom duty and Value Added Tax. The straight line method to depreciate the project's capital items has been applied.

9.2 Production and Revenue Assumptions

It is assumed that the major raw material will be imported from abroad and sometimes from local dealers. Revenues have been conservatively estimated based on experience of the promoters and trends in printing industry in general

9.3 Financial Statements:

Project Profit and Loss Account

For projection purposes, it is assumed that the economic life of the project is five (5) years and that production of the different types of printed products commence from the first year of operation

9.4 Projected net income

This is shown in the income statements. The project net income after tax increases from year 1 up to year 5 end of year cash flow from year 1 of operation to the 5th year.

1 st Year	363,472
2 nd Year	366,135
3 rd Year	370,462

4th Year

375,909

5th Year

5371,970

Table 9.4 EASTERN GIANTS COMPANY LIMITED PROJECTED INCOME &
EXPENDITURE STATEMENT (US\$)

	1	2	3	4	5
Sales Revenue	840,000.00	850,000.00	860,000.00	870,000.00	880,000.00
Cost of Sales	210,233.00	213,593.00	216,600.00	218,606.00	233,620.00
Gross Profit	629,767.00	636,407.00	643,400.00	651,394.00	646,380.00
Operating Expenses:					
Administrative Expenses	1,400.00	4,205.00	5,000.00	5,200.00	5,800.00
Motor vehicle running expenses	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
Salaries and Wages	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00
Donation	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Depreciation	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00
Marketing Costs	9,320.00	9,345.00	9,358.00	9,365.00	9,375.00
Maintenance & Repair	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
Utility costs	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Insurance	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
Communication	5,400.00	5,406.00	5,410.00	5,415.00	5,418.00
Pension Contribution	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00
Loan Interest (12%)	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00
Total Expenses	110,520.00	113,356.00	114,168.00	114,380.00	114,993.00
Profit before tax	519,247.00	523,051.00	529,232.00	537,014.00	531,387.00
Tax (30%)	155,774.10	156,915.30	158,769.60	161,104.20	159,416.10
Profit After Tax	363,472.90	366,135.70	370,462.40	375,909.80	371,970.90

9.5 Projected Cash Flows

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

1 st Year	629,767
2 nd Year	1,270,506
3 rd Year	1,913,906
4 th Year	2,565,300
5 th Year	3,211,680

Table 9.5: PROJECTED CASH FLOW " US\$"

	1	2	3	4	5
CASH FLOW FROM OPERATIONS:					
Cash Sales	688,800.00	697,000.00	705,200.00	713,400.00	721,600.00
VAT Receipt	151,200.00	153,000.00	154,800.00	156,600.00	158,400.00
Subtotal cash Received	840,000.00	850,000.00	860,000.00	870,000.00	880,000.00
Expenditures from Operations:					
Cash spent	172,391.06	170,813.74	177,612.00	179,256.92	191,568.40
VAT Payments	37,841.94	38,446.74	38,988.00	39,349.08	42,051.60
Subtotal Cash Payment	210,233.00	209,260.48	216,600.00	218,606.00	233,620.00
CASH FLOW FROM OPERATIONS:	629,767.00	640,739.52	643,400.00	651,394.00	646,380.00
CASH FLOW FROM INVESTMENTS:					
Purchase of Assets	(355,000.00)				
Working Capital , pre-expenses and Others	(145,000.00)				
CASH FLOW FROM INVESTMENTS:	(500,000.00)				
CASH FLOW FROM FINANCING:					
Loan	-				
Owners Equity Contribution	500,000.00				
CASH FLOW FROM FINANCING:	500,000.00				

FINANCING:

NET CASH FLOW FOR PERIOD	629,767.00	640,739.52	643,400.00	651,394.00	646,380.00
CASH FLOW START OF YEAR	-	629,767.00	1,270,506.52	1,913,906.52	2,565,300.52
CASH FLOW AT THE END OF YEAR	629,767.00	1,270,506.52	1,913,906.52	2,565,300.52	3,211,680.52

9.6 Projected Balance Sheet

The projected Balance Sheet of the project is shown in the financial statements under same heading. Net worth of the project increases from US\$ 863,472 in the first year of operation to US\$ 871,970 in the 5th year.

1 st Year	863,472
2 nd Year	866,135
3 rd Year	870,462
4 th Year	875,909
5 th Year	871,970

Table 9.6: EASTERN GIANTS COMPANY LIMITED PROJECTED BALANCE SHEET " US \$"

	2011	2012	2013	2014	2015
<u>Fixed Assets</u>					
Long-term Assets	355,000	319,500	288,000	248,500	213,000
Depreciation	35,500	35,500	35,500	35,500	35,500
Total Long-term Assets	319,500	284,000	252,500	213,000	177,500
<u>Current Assets</u>					
Cash	688,800	697,000	705,200	7,134,000	721,600
Accounts Receivable	27,174	33,440	39,336	37,523	74,350
Total Current Assets	715,974	730,440	744,536	7,171,523	795,950
Total Assets	1,035,474	1,014,440	997,036	7,384,523	973,450
<u>Current Liabilities</u>					
Accounts Payable	9,999	10,000	10,000	10,000	10,000
Other Current Liabilities	0	0	0	0	0
Subtotal Current Liabilities	9,999	10,000	10,000	10,000	10,000

Long-term Liabilities					
Long-term Liabilities	0	0	0	0	0
Total Liabilities	9,999	10,000	10,000	10,000	10,000
Net Assets	1,025,475	1,004,440	987,036	7,374,523	963,450
Capital and Reserves					
Owners Contribution	500,000	500,000	500,000	500,000	500,000
Retained Earnings	363,472	366,135	370,462	375,909	371,970
Total Capital	863,472	866,135	870,462	875,909	871,970

10.0 ECONOMIC ASPECTS

Implementation of this project will have the following social and economic values:

- The project will involve transfer of technology in manufacturing industry.
- The project will add more employments, 19 people will be employed on permanent contract basis as well as on temporary basis.
- It will generate substantial revenue to the government in the form of corporate tax, value added tax and levies.

11.0 IMPLEMENTATION

Project implementation is expected to be relatively very short once project has been approved, it is estimated that once certificate of incentives obtained, the company will clear the goods and install the machines immediately. . It is expected that by early July 2014 production will start

11.0 CONCLUSION AND RECOMMENDATIONS

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

It is recommended that the project be approved by Tanzania Investment Centre and granted the TIC Certificate of Incentives with its associated privileges and benefits as provided for under the Tanzania Investment Act, 1997 and other laws of the land.

TANZANIA



Certificate of Incorporation

Section 15

No 97723

I HEREBY CERTIFY THAT

EASTERN GIANTS COMPANY 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 **12TH** day of **MARCH**

TWO THOUSAND AND THIRTEEN

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

Asst. Registrar of Companies



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 DONG CHUN WU
(director/directors/agent of EASTERN GRANTS COMPANY LIMITED
(name of business enterprise) apply for registration of TIC CERTIFICATE
under Section 17 of the Act and Part IV of the Investment Regulations, 2002.
2. The registered office of the company will be situated at MABUBO INDUSTRIAL AREA
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 MABUBO INDUSTRIAL AREA DSM
4. The Principal Officers of the Company are 1) DONG CHUN WU
2) CHUN PING QU
5. Auditors of the Company are TO BE APPOINTED LATER
6. The authorized share capital of the Company is Tshs./US\$ 1,000,000/-



7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 580,000/-
8. The month and day of the financial year end is 31st DECEMBER

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

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

I, DONGGUN WU of Post Office Number P.O. Box 7438

JAMES SALAM do solemnly and sincerely declare that I am a director/duly

authorized agent of EASTERN GUANO COMPANY 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.

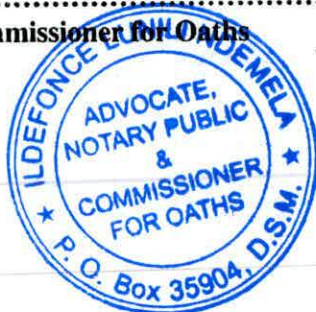
Declared at Dar es Salaam }

The 18th day of June 2013. }

Applicant

Before me:

[Signature]
Commissioner for Oaths



APPLICATION SUMMARY

Company Name: EASTERN GLASS COMPANY LIMITED

Certificate of Incorporation Number: 97723 Status: NEW

Certificate of Incorporation Date: 12th MARCH 2013

Post Box: 7438

Town: DARES SALHAM

Sector: MANUFACTURING

Sub-Sector: METAL AND PLASTIC BOXES

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity Local Equity Foreign Loan Local Loan
USD 500,000

Project Objectives: ESTABLISH AN INTEGRATED FACTORY FOR PRODUCTION OF METAL AND PLASTIC SWITCHES BOX AND PACKING CONTAINERS

Capacity: Switch Boxes 500 per day

Employment: Foreign: 4 Local: 15 Total: 19

Implementation Period: 3 YEARS

Project Location

Site/Plot/Block No.: Plot no 114

Street: KIBIBO District: KINONDON Region: DARES SALHAM
(Attach sketch map showing project location)

Table with 3 columns: Shareholders, Nationality, %
DONGCHUAN WU CHINESE 70%
CHUNPING QU CHINESE 30%

Investment Breakdown US\$/Tshs.M

Land/Building	15,000k
Plant	250,000k
Vehicles	80,000k
Furniture & Fittings	10,000k
Pre-expenses	90,000k
Others	20,000k
Working Capital	55,000k
TOTAL	500,000k

Contact Details:

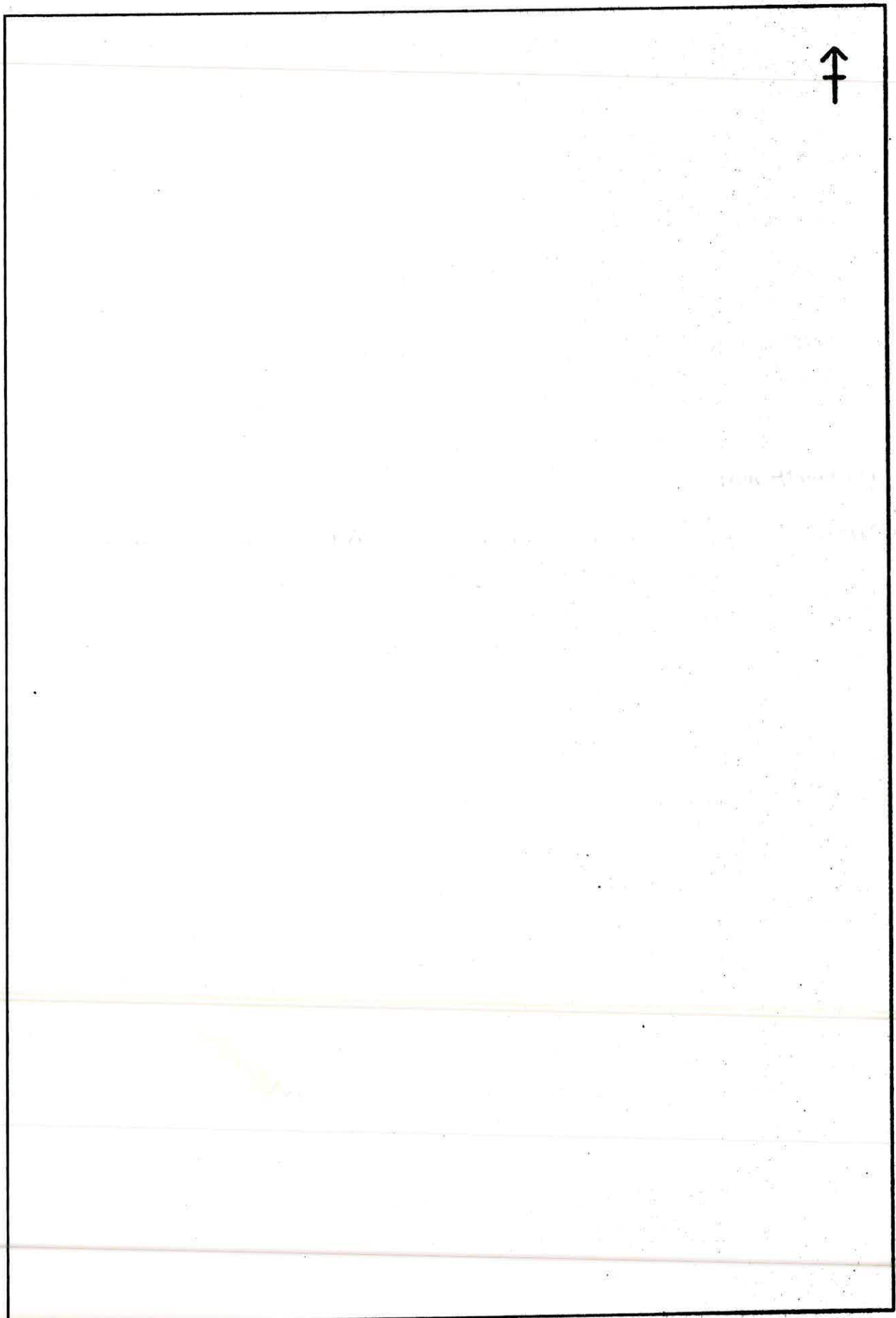
Name: DONG CHUN WU
Telephone: 0916022220
Email:

Title: DIRECTOR
Fax:

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





The bank that listens

CRDB BANK PLC

Azikiwe Branch,

P.O. Box 71960, Dar es salaam

Tel: +255 022 2110690 / 2112769,

Fax: +255 022 2110691,

E-mail: crdb@crdbbank.com

Website: <http://www.crdb@crdbbank.com>

13th June, 2013

TO WHOM IT MAY CONCERN,

Dear Sir/Madam,

RE: CONFIRMATION OF BANK STATEMENT INO EASTERN GIANTS COMPANY LIMITED AC NO. 0150360234700.

Reference is made to the above captioned subject matter.

This is to kindly notify you that the above mentioned account is one of our esteemed customers. He has good reputation with the bank and so far we have not experienced any problem in respect to the account.

I have attached bank statement with adequate balance as to date is US dollars 310,441.46cr .

For any clarification, please do not hesitate to contact 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 officer.

Yours Sincerely

CRDB BANK PLC

P . Fungo

Asst: BRANCH DIRECTOR

TELLER 07





Name Of Customer
EASTERN GIANTS COMPANY LIMITED

Account No
0150360234700

Type of Account
CURRENT ACCOUNT.....

Date
13 JUN 13
Type of statement

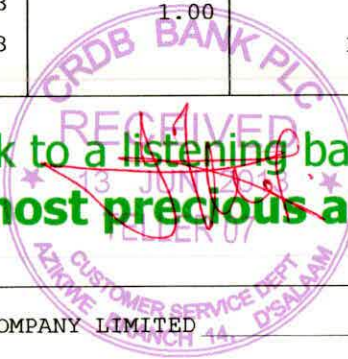
0.00

INTERIM
Pg Currency

1 USD

POST DATE	DETAILS	VALUE DATE	DR AMOUNT	CR AMOUNT	BALANCE
01 MAR 13	BROUGHT FORWARD BALANCE	01 MAR 13			68,658.46
06 MAR 13	CASH WITHDRAWAL	06 MAR 13	1,000.00		67,658.46
08 MAR 13	CASH WITHDRAWAL	08 MAR 13	1,016.00		66,642.46
08 MAR 13	SERVICE FEES	08 MAR 13	1.00		66,641.46
18 MAR 13	CASH DEPOSIT	18 MAR 13		101,100.00	167,741.46
10 MAR 13	CASH DEPOSIT	10 MAR 13		400.00	168,041.46
10 MAR 13	CASH WITHDRAWAL	10 MAR 13	10,000.00		158,041.46
20 MAR 13	CASH WITHDRAWAL	20 MAR 13	1,000.00		157,041.46
21 MAR 13	SERVICE FEES	21 MAR 13	1.00		157,040.46
31 MAR 13	CASH DEPOSIT	31 MAR 13	1,000.00		156,040.46
14 APR 13	CASH WITHDRAWAL	14 APR 13		202.00	156,242.46
14 APR 13	SERVICE FEES	14 APR 13		100.00	156,342.46
17 APR 13	CASH WITHDRAWAL	17 APR 13		300.00	156,642.46
31 APR 13	CASH DEPOSIT	31 APR 13		200.00	156,842.46
02 MAY 13	CASH DEPOSIT	02 MAY 13		100.00	157,942.46
20 MAY 13	CASH DEPOSIT	20 MAY 13		101,100.00	258,142.46
20 MAY 13	CASH DEPOSIT	20 MAY 13		200.00	258,342.46
28 MAY 13	CASH DEPOSIT	28 MAY 13		70,000.00	328,342.46
31 MAY 13	CASH WITHDRAWAL	31 MAY 13	10,000.00		318,342.46
31 MAY 13	SERVICE FEES	31 MAY 13	1.00		317,341.46
03 JUN 13	CASH WITHDRAWAL	03 JUN 13	7,000.00		310,342.46
05 JUN 13	SERVICE FEES	05 JUN 13	1.00		310,341.46
11 JUN 13	CASH DEPOSIT	11 JUN 13		100.00	310,441.46

Come and talk to a listening bank...
You are our most precious asset.

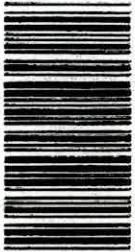


EASTERN GIANTS COMPANY LIMITED
BOX 105727.

AZIKIWE BR.

END OF STATEMENT

000000000



Name Of Customer
EASTERN GIANTS COMPANY LIMITED



Account No
0150360234700
Type of Account
CURRENT ACCOUNT.....

Date
13 JUN 13
Type of statement

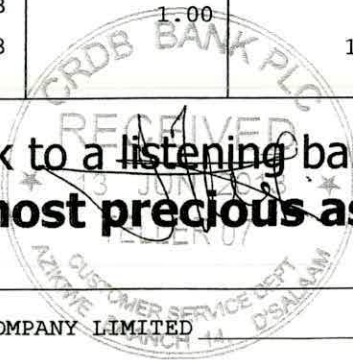
0.00

INTERIM
Pg Currency

1 USD

POST DATE	DETAILS	VALUE DATE	DR AMOUNT	CR AMOUNT	BALANCE
01 MAR 13	BROUGHT FORWARD BALANCE	01 MAR 13			68,658.46
06 MAR 13	CASH WITHDRAWAL	06 MAR 13	1,000.00		67,658.46
08 MAR 13	CASH WITHDRAWAL	08 MAR 13	1,016.00		66,642.46
08 MAR 13	SERVICE FEES	08 MAR 13	1.00		66,641.46
18 MAR 13	CASH DEPOSIT	18 MAR 13		101,100.00	167,741.46
10 MAR 13	CASH DEPOSIT	10 MAR 13		400.00	168,041.46
10 MAR 13	CASH WITHDRAWAL	10 MAR 13	10,000.00		158,041.46
20 MAR 13	CASH WITHDRAWAL	20 MAR 13	1,000.00		157,041.46
21 MAR 13	SERVICE FEES	21 MAR 13	1.00		157,040.46
31 MAR 13	CASH DEPOSIT	31 MAR 13	1,000.00		156,040.46
14 APR 13	CASH WITHDRAWAL	14 APR 13		202.00	156,242.46
14 APR 13	SERVICE FEES	14 APR 13		100.00	156,342.46
17 APR 13	CASH WITHDRAWAL	17 APR 13		300.00	156,642.46
31 APR 13	CASH DEPOSIT	31 APR 13		200.00	156,842.46
02 MAY 13	CASH DEPOSIT	02 MAY 13		100.00	157,942.46
20 MAY 13	CASH DEPOSIT	20 MAY 13		101,100.00	258,142.46
20 MAY 13	CASH DEPOSIT	20 MAY 13		200.00	258,342.46
28 MAY 13	CASH DEPOSIT	28 MAY 13		70,000.00	328,342.46
31 MAY 13	CASH WITHDRAWAL	31 MAY 13	10,000.00		318,342.46
31 MAY 13	SERVICE FEES	31 MAY 13	1.00		317,341.46
03 JUN 13	CASH WITHDRAWAL	03 JUN 13	7,000.00		310,342.46
05 JUN 13	SERVICE FEES	05 JUN 13	1.00		310,341.46
11 JUN 13	CASH DEPOSIT	11 JUN 13		100.00	310,441.46

Come and talk to a listening bank...
You are our most precious asset.



EASTERN GIANTS COMPANY LIMITED
BOX 105727.

AZIKIWE BR.

END OF STATEMENT

000000000



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

EASTERN GIANTS COMPANY LIMITED

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

120-239-317

.....
26-03-2013

with effect from


P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

Handwritten scribble consisting of several overlapping loops and lines, possibly representing a signature or abstract drawing.

45522
15-5-96
At 100
Land Form 32B
S. Registrar of Titles

LUNILILE STAMP DUTY
Stamp Duty Rate 100/-
Stamp Receipt No. 793559
12-7-88
Stamp Duty
L.O. NO. 154780
DCC/LD. NO. 31028

THE UNITED REPUBLIC OF TANZANIA
CERTIFICATE OF OCCUPANCY
(Section 9 of the Land Ordinance)

LUNILILE STAMP DUTY
Stamp Duty Rate 340/-
Stamp Receipt No. 793559
12-7-88
One thousand nine hundred and thirty four
Stamp Duty

The 14th day of May, 1988
hundred and ninety five.
TITLE NO. 45522

THIS IS TO CERTIFY that JOACHIM MWENGIRA OF P.O. BOX 5656 DAR ES SALAAM (hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the Land described in the Schedule hereto (hereinafter called "the Land") for a term of ninety nine years from the first day of July One thousand nine hundred and eighty seven according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions.

1. The Occupier having paid rent up to the thirtieth day of June, 1988, shall thereafter pay rent of shillings six thousand five hundred and ninety (Shs.6,590/=) a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 1997, 2007, 2017, 2027, 2037, 2047, 2057, 2067 and 2077 or within three years thereafter in each case.
2. The Occupier shall:-
 - (i) Erect on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Dar es Salaam City Council (hereinafter called "the Authority),
 - (ii) By the thirty first day of December 1987, submit to the Authority such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
 - (iii) Within six months from the date of notifications by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;
 - (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirtieth day of June, 1990;

Certified as a True Copy of the Original
ILDEFONCE LUNILI NDEMELA
Advocate, Notary Public & Commissioner for Oaths
18/6/2013

- (v) At all times during the term after the thirtieth day of June 1990; have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands Development Services (hereinafter called "the Commissioner");
- (vi) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority as hereinbefore provided;
- (vii) Be responsible for the protection of all beacons of the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director for Surveys and Mapping.

Approval of plans of any building by the Authority shall not imply that the construction of such a building will satisfy the Occupier's obligations under the conditions of the Right and shall not imply waiver or modification of any condition in the Right.

3. (i) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of it or land with the whole or any part of it or any building on it without the previous written consent of the Commissioner.

(ii) Occupation or use of the whole or any part of the land or buildings on it by any person other than the Occupier or his employees or contractors or members of the household shall be deemed a dealing with the land or building.

4. The Director shall have an absolute discretion to give or withhold consent under condition 3. Any dealing or agreement (other than a mortgage or charge) entered into before compliance with conditions 2(iv) will not receive consent except in special circumstances of which the Director shall be the sole judge.

5. The Occupier shall further:-

- (i) make and maintain on the Land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority;
- (ii) make and keep all the buildings on the Land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose;
- (iii) provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health;
- (iv) fence the land with a good quality fencing, car parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided within the boundaries of the land.

1/2/21

3

6. The Occupier shall pay to the Minister on demand made by the Director on his behalf:-

- (1) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right.
- (ii) an amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right;
- (iii) such sum as the Director shall assess as a proper share payable for the land of the cost of making the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before during or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.


7. **USERS:-** The land and existing buildings erected thereon shall be used for Industrial Purposes; Use Group 'G' use class (a) as defined in the Town and Country Planning (use classes) Regulations, 1960.

8. The President may revoke the Right for good cause and in public interest.

SCHEDULE

ALL that land known as Plot No. 114 Port Access Road Industrial Area Mabibe Dar es Salaam City containing five thousand three hundred and seventy eight (5378) square metres shown for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 28601 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam. JDZ/SLC

GIVEN under my hand and seal and by order of the Minister the day and year first above written.


COMMISSIONER FOR LANDS

The withinnamed JOACHIM MWINGIRA hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said
JOACHIM MWINGIRA
who is known to me personally/
identified to me by

[Handwritten signature]

the latter being known to me
personally in my presence

this *10* day of *November* 1995

(Witness's)
Signature:.....

Postal Address:.....
.....

Qualifications:.....
.....

RESIDENTIAL
MUTUAL BENEFIT SOCIETY

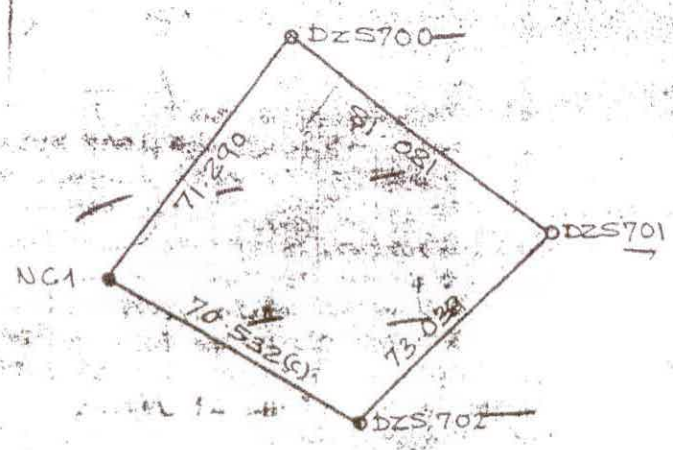
DISCHARGED
102,552
5.3.98 time 11:00A
RDB C1996 Limited
Balance unspecified Amount
104,750
ASTOR OF TITLES

RRT

DAR - ES - SALAAM CITY



PORT ACCESS ROAD
 INDUSTRIAL AREA - MABIBO
 PLOT NO. 114
 L.O. NO. 154700
 AREA 5378



The issue of this plan implies no guarantee by the Government.

This plan prepared in accordance with Ordinance No. 33691
 and approved for purposes of the Land Registration Ordinance
 Director of Survey and Mapping
 Date 2/1/66
 Ministry of Lands, Housing and Urban-Development, Dar es Salaam

104



The bank that listens

CRDB BANK PLC

Azikiwe Branch,

P.O. Box 71960, Dar es salaam

Tel: +255 022 2110690 / 2112769,

Fax: +255 022 2110691,

E-mail: crdb@crdbbank.com

Website: <http://www.crdb@crdbbank.com>

13th June, 2013

TO WHOM IT MAY CONCERN,

Dear Sir/Madam,

RE: CONFIRMATION OF BANK STATEMENT INO EASTERN GIANTS COMPANY LIMITED AC NO. 0150360234700.

Reference is made to the above captioned subject matter.

This is to kindly notify you that the above mentioned account is one of our esteemed customers. He has good reputation with the bank and so far we have not experienced any problem in respect to the account.

I have attached bank statement with adequate balance as to date is US dollars 310,441.46cr .

For any clarification, please do not hesitate to contact 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 officer.

Yours Sincerely

CRDB BANK PLC

P . Fungo

Asst: BRANCH DIRECTOR

TELLER 07

CUSTOMER SERVICE DEPT
AZIKIWE BRANCH 14 DAR ES SALAAM

Eastern Giants



THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF

EASTERN GIANTS COMPANY LIMITED

INCORPORATED THIS..... DAY OF2013

DONGCHUN WU
(Subscriber)
P.O. Box 105727,
Dar es Salaam.

TANZANIA
Stamp Duty Shs. 5000/-
PAID ON ORIGINAL
Receipt No. 32553 of 11/03/2013
Stamp Duty Officer

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

TANZANIA
Stamp Duty Shs. 2500/- Paid
Receipt No. 32553 of 11/03/2013
Asst. Registrar of Companies

EASTERN GIANTS COMPANY LIMITED

1. The name of the Company is **EASTERN GIANTS COMPANY LIMITED.**
2. The registered office of the Company will be situated in the United Republic of Tanzania.
3. The objects for which the Company is established are: -
 - (a) To carry on the business of manufacturing, importing, selling of each and every kind of building materials including but not limited to bricks, cement, construction chemicals, gypsum and cement fibre boards, water pipes, roofing tiles, plasters and decorations, water gutter, water proofing materials, repairing materials, filers and sealant, aluminum profiles, sliding door and window, curtain wall, partitions, wardrobes, showcases, etc
 - (b) To import and export building materials, hard wares, power tools, metal products, lighting products and to wholesale and retail such commodities.
 - (c) To carry on the business of household, domestic appliance and electrical goods including household appliances, generators, audio visual goods, cooling and air conditioning equipments, electronic items, building material, hardwares, foodstuff, agricultural products and merchandise of every nature, kind and description whatsoever as a dealer, wholesaler, retailer, distributor, importer, exporter and after sales service and repairing.
 - (d) To carry on the business of general brokers and commission agents, clearing and agents, land and estate agents, air road and shipping agents, financial agents and or agents of all classes of Insurance.
 - (e) To invest in and float other companies whether as holding corporations or subsidiaries and to act as promoters of all kinds of undertakings whatever their name and description.
 - (f) To carry on the business of import and export of all types of goods and services and in particular to import and export, industrial goods, agricultural produce, and foodstuffs of all types and description.

- (g) To carry out the mining of all kinds of minerals, whether precious or semiprecious, including gemstones and metallic minerals, and to carry out exploration for oil and gases.
- (h) To carry on the business of packaging all sorts of goods and commodities and to manufacture buy and sell all types of packages.
- (i) To carry out the business of constructing of all types of buildings, roads and bridges.
- (j) To carry out business of farming of various crops in plantations as well as small farms and gardens.
- (k) To lend money and/or guarantee the performance of the contracts or obligations of any company, firm or person, and the payment and repayment of the capital and principal or, and dividends, interest or premium on, any stock, shares and security of any company whether having objects similar to those of any company or not, and give all kinds of indemnities and to make and receive subvention payments.
- (l) To carry out the business of farming and to establish farms for Cattle, Pigs, Goats, and Poultry and to keep all types of animals and birds.
- (m) To acquire and take over the whole or any part of a business, which may appear profitable, and to acquire forestry businesses, and to adapt, buy, lease and develop forests.
- (n) To carry on the business of saw mills and to prepare timber for the local and other markets and manufacture and deal in all articles made of or principally made of wood.
- (o) To carry the business of hunting, catching of live birds reptiles animals and insects for local sell and export.
- (p) To carry general merchants of all types of goods and description and particular to deal in all building materials including electric, timber paints and general hardware.
- (q) To carry on the business of clearing and forwarding agents, customs agents, transporters and chatters of all types of services including traveling agency tour operator.
- (r) To enter into any partnership or joint venture arrangement in the nature of a partnership, co-operation or union of interests, with any Company or person engaged or interested in the carrying on or conducting of any business which the Company is authorized to carry on or conduct or from which the Company would or might derive any benefit, whether directly or indirectly, and to finance,


subsidize, make donations to, or assist any Company or person as may be deemed expedient, or to amalgamate with any other Company.

- (s) To do all such other things as are incidental to, or as the Company may deem conducive to the attainment of the foregoing objects or any of them.
- (t) To sell, lease, grant license or easement and other rights over, or in any other manner to deal with or dispose of the undertaking, property and assets, of the Company or any part thereof for such consideration as the Company may see fit, and in particular for share whether fully or partly paid-up, debentures, debenture stock, securities or obligations, of any other Company whether or not promoted by the Company for the purpose. To distribute any of the Company's property or assets amongst the members in specie.
- (u) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security of the performance of any contracts or obligation of the Company or of its customers or of any other Company or person having dealing with the Company, or in whose business or undertaking the Company is interested.
- (v) To procure the registration or incorporation of the Company or its subsidiaries in or under the laws of any country or place outside the United Republic of Tanzania.
- (w) To solicit, raise, borrow, raise and receive money for the purpose of carrying out the objects of the company.
- (x) To bring into the company and into Tanzania foreign investments.
- (y) To do any business that is beneficial to the Company and is legal according to Tanzania law.

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 domiciled in the United Republic of Tanzania or elsewhere; **AND FURTHER DECLARED** that each of the objects specified in each paragraph and sub-paragraph of this clause shall, except where expressed otherwise in such paragraph, be an independent main object and in no way limited or restricted by reference to or inference from the terms, or any other paragraph, or the name of the Company.

4. The liability of the Members is limited.
5. The Share Capital of the Company is Tanzania Shillings One Million (Tshs. 1,000,000/=) only, divided into 1,000 (One Thousand) ordinary shares each of Tanzania Shillings One Thousand (Tshs1,000/=) only.

NOW, THEREFORE WE, the several persons whose names and addresses are hereafter described, are desirous of being formed into a Company in pursuance of this Memorandum of Association and have respectively agreed to take the number of shares in the capital of the Company as set out opposite to our respective names: -

NAMES, POSTAL ADDRESS AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF EACH SUBSCRIBER
DONGCHUN WU ROOM601,GATE 2,BLOCK 6, JINGSHAN HUAYUAN, LUCHENG DISTRICT, WENZHOU CITY, ZHEJIANG PROVICE, P.R.CHINA	700	
CHUNPING QU ROOM601,GATE 2,BLOCK 6, JINGSHAN HUAYUAN, LUCHENG DISTRICT, WENZHOU CITY, ZHEJIANG PROVICE, P.R.CHINA	300	

DATED THIS... 11 ...th ... DAY OF ... MAR ... 2013 DAR ES SALAAM

SIGNED BEFORE ME:

SIGNATURE:

NAME:

QUALIFICATION:

POSTAL ADDRESS:

A. A. Tawete
Andrew Tawete

Advocate
P.O. Box 62297
Dar es Salaam



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

EASTERN GIANTS COMPANY LIMITED

TANZANIA
 Stamp Duty Shs. 5000/= PAID ON ORIGINAL
 Receipt No. 32553 of 11/03/2013
 Stamp Duty Office

TANZANIA
 Stamp Duty Shs. 2500/= Paid
 Receipt No. 32553 of 11/03/2013
 Asst. Registrar of Companies

PRELIMINARY

1. In these Articles:

"The Act"	Means the Company's Act, 2002
"The SEAL"	means the Common Seal of the Company
"The Secretary"	means any person appointed to perform the duties of the Secretary of the Company.
"The Register"	means the Register of the Members of the Company.
"The Dividend"	means the Dividend declared by the Company and includes bonus.

Expression referring to writing shall unless the contrary intention appears, constructed as including references to printing, lithography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meanings in the Act or any statutory modification thereof in force at the date at which these Articles become binding upon the Company.

- The Regulations contained in Table 'A' of the First Schedule to the Act shall unless otherwise provided herein, apply to the Company.
- The Company is a **PRIVATE COMPANY** and accordingly:-
 - No invitation shall be issued to the public to subscribe for any shares or debentures of the Company.
 - The right to transfer the shares of the Company shall be restricted in the manner hereafter appearing.
 - The number of the Members of the Company (not including persons who are in the employment of the Company and /or persons who, having been formerly in the employment of the Company were while in that employment and have continued after the determination of that employment to be Members of the Company) shall be limited to fifty, provided that, for the purposes of this

provisions, where two or more persons hold one or more shares in the Company jointly they shall be treated as a single member.

- (i) The Share Capital of the Company is Tanzania Shillings One Million (Tshs. 1,000,000/=) only, divided into 1,000 (One Thousand) ordinary shares each of Tanzania Shillings One Thousand (Tshs1,000/=) only.
4. The Company may pay to any person a commission consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally or procuring or agreeing to produce subscriptions, whether absolute or conditionally, for any share in the Company; **PROVIDED THAT** such commission shall not exceed five percent of the price at which such shares are issued, or an amount equivalent to such percentage; and the requirement of Section 44 of the Companies Act shall be observed.

LIEN

- 5. (i) The Company shall have a first and paramount lien on every share for all Monies (whether presently payable or not) called or payable at a fixed time in respect of that share, and the company shall also have a first and paramount lien on all shares standing registered in the name of any person for all monies presently payable by him or his estate to the company; but the Directors may at any time declare any time share to be wholly or in part exempt form the provisions of this Article.
- (ii) The lien hereby conferred shall attach to all shares registered in the name of any person indebted or under liability to the company, whether he be the Sole registered holder or be one of several joint holders.
- (ii) The company's lien, if any, on a share shall extend to all dividends payable thereon.

CALLS ON SHARES

- 6. The Directors may from time to time calls upon the members in respect of any moneys unpaid on their shares provided that no call shall exceed on-forth of the nominal amount of the share, or be payable at less than one month notice from the last call; and each member shall (subject of receiving at least fourteen day's notice specifying the times and place of Account) pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.
- 7. All calls shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed, and may be required paid by installments.
- 8. Joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

- 9. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum from the day appointed for payment as the Directors may determine, but the Directors, shall be at liberty to waive payment of that interest wholly or in part.
- 10. Any sum which by the terms of issue of share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purpose of those regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment, all the relevant provisions of these regulations as if such sum had become payable by virtue of a call dully made and notified.
- 11. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same would, but for advance, become presently payable) pay interest at such rate not exceeding 10 percent per annum (Unless the Company in General Meeting shall otherwise direct) as may be agreed upon between the member paying such sum in advance land the Directors.

TRANSFER OF SHARES

- 12. (i) Subject to the provisions hereinafter contained shares in the Company Shall be transferable by written instrument in the common form hereunder provided and which shall be signed by both the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.
- (ii) Shares shall be transferred in the following form or in any usual or common form which the Directors all approve.
 "I.A.B. of in consideration of the sum of Shs. Paid to me by C.E. of (Hereinafter called "the said transferee") DO HEREBY transfer to said transferee the share (or shares) numbered in the undertaking calledto hold unto the said transferee, subject to the several conditions on which I hold the same, and I the said transferee, DO HERE BY agree to take the said share (or shares) subject to the conditions aforesaid.

As witness our hand this..... day of..... 2012

ALTERATION OF CAPITAL

13. The Company from time to time by special resolution increases the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
14. The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, and forfeiture and otherwise as the shares in the original share capital.
15. The Company may by ordinary resolution:-
 - (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) Sub-divide its existing shares, or any of them into shares of small amount than is fixed by the Memorandum of Association, subject, nevertheless, to the provisions of Section 51 (1) (d) of the Act; Cancel any shares, which, at the date of the passing of the resolution have not been taken or agreed to be taken by any person.
16. The Company may, by special resolution reduce its share capital in any manner and with such subject to, any incident authorized, and consent required, by law.

GENERAL MEETINGS

17. A General Meeting shall be held once in every calendar year (not being more than fifteen months after the holding of the preceding General Meeting) at such time and place as may be determined by the Directors. . in default of a General Meeting so held, a General Meeting may be convened by any one member in the same manner as nearly as possible as which meetings are to be convened by the Directors.
18. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.
19. The Directors may, whenever they deem fit, convene an Extraordinary General Meeting and Extraordinary General Meeting shall also be convened on such requisition, or in default may be convened by such requisitions as provided by Section 114 of the Act.

NOTICE OF GENERAL MEETINGS

20. Subject to the provisions of Section 117 (2) of the Act relating to special resolutions, twenty-one days notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business, shall be given in manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Company in

General Meeting, to such persons as are under the regulations of the Company, entitled to receive such notice from the Company; but with the consent of all the members entitled to receive notice of some.

21. The accidental omission to give notice of a meeting to or the non-receipt of notice of meeting by any member shall not invalidate the proceedings at any meeting.
22. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of a Company duly convened and held.

PROCEEDINGS AT GENERAL MEETINGS

23. All business shall be deemed special that is transacted at an Extraordinary Meeting, and all that is transacted at the Annual General Meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets and the ordinary report of the Directors and Auditors, the election of Directors and other officers in place of those retiring by rotation, and the appointment and fixing of the remuneration of the Auditors.
24. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two members present in person or by proxy shall be a quorum.
25. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of member, shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week, at the same time and place; and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
26. The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company.
27. If there is no such Chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting the remaining Directors (or alternate Directors as the case may be) shall choose one of their number to be Chairman of the meeting.
28. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business unfinished at the meeting from which the adjourned at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

BOARD OF DIRECTORS

29. (a) Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than two.
- (c) The first Directors of the Company shall be:
1. **DONGCHUN WU**
 2. **CHUNPING QU**
30. (a) The remuneration of Directors shall from time to time be determined by the Company in General Meeting.
- (b) In addition to their usual remuneration, the Directors shall also be paid such travelling, hotel and other expenses incurred in connection with their attendance at meetings of Directors.
31. (a) Each Director may nominate in writing to the Secretary of the Company a person approved by his co-directors to act as Alternate Director in his place during his absence or if he is unable to act as such Director himself.
- (b) On such appointment being made, the Alternate Director shall, except as regards remuneration, be subject to all respects to the terms and conditions existing with reference to the other Directors, and each Alternate Director whilst acting in the place of an absent Director, shall enjoy all the rights of and exercise and discharge all the duties of the Director he represents.

BORROWING POWERS

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

POWERS AND DUTIES OF DIRECTORS

33. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in a setting up and registering the Company, and may exercise all such powers of the Company as are not, by the Act, or by these Articles, required to be exercised by the Company in General Meeting, subject, nevertheless, to any regulations of these Articles, to provisions of the Act, and to such regulations, being consistent with the aforesaid regulation or provisions, as may be prescribed by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

34. The Board of Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (except the power to make calls, forfeit shares or issues debentures) as they may see fit, but the exercise of all powers by the Managing Director or Manager shall be subject to such regulations and restriction as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked or varied.
35. The Board of Directors shall cause minutes to be made in books provided for the purpose to record:-
- (a) The names of the Directors present at each meeting of the Directors and of any committee of the Director, and every such Director present at any meeting of Directors, and every such Director present at any meeting of Directors or Committee of Directors shall sign against his name in a book to be kept for that purpose.
 - (b) All resolutions and proceeding at all meetings of the Company and of the Directors and of Committees of Director.
 - (c) All appointments of Offices made by the Directors.

SECRETARY

36. The Directors shall appoint the Secretary for such terms, at such remuneration and upon such conditions as they may see fit, and they may remove any Secretary so appointed.
37. No person shall be appointed or hold office as a Secretary who is:-
- (a) The sole Director of the Company;
 - (b) A Corporation, the sole Director of which is the sole Director of the Company;
or
 - (c) The sole Director of a Corporation that is the sole Director of the Company.
38. A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.

THE SEAL

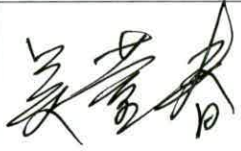

39. The Directors shall provide for the safe Custody of the Seal of the Company, and the Seal shall only be used by the authority of the Directors or of a committee of the Directors authorized by the Directors in that behalf, and every instruments to which the Seal shall be affixed shall be signed by a Director and countersigned by the Secretary or a Second Director or by some other person appointed by the Directors for the purpose.

WINDING-UP

40. If the Company shall be wound up, the liquidator may, with sanction of an extraordinary resolution of the Company, divide amongst the members in specie or kind the whole or any part of the assets of the Company and may, for such purpose set such value as he may deem fair upon any property to be divided as aforesaid and may determine how much division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributors as the liquidator with the like sanction shall see fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

41. Subject to the provisions of the companies act, every director, managing director, agent, auditor, secretary and other officer for the time being of the company shall be indemnified in any proceedings, whether criminal, in which judgment is given in his favor or in which he is acquitted.

NAMES, POSTAL ADDRESS AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF EACH SUBSCRIBER
DONGCHUN WU ROOM601,GATE 2,BLOCK 6, JINGSHAN HUAYUAN, LUCHENG DISTRICT, WENZHOU CITY, ZHEJIANG PROVINCE, P.R.CHINA	700	
CHUNPING QU ROOM601,GATE 2,BLOCK 6, JINGSHAN HUAYUAN, LUCHENG DISTRICT, WENZHOU CITY, ZHEJIANG PROVINCE, P.R.CHINA	300	

DATED THIS 11th..... DAY OF March MAR..... 2013 DAR ES SALAAM

SIGNED BEFORE ME:

SIGNATURE:

NAME:

QUALIFICATION:

POSTAL ADDRESS:

A. A. Tawete

Andrew Tawete

Advocate

P.O. Box 62297,

D'Salaam



LEASE AGREEMENT

This lease is made this 1st Day of December 2012, between **Mr. Joachim Mwingira** of P.o Box 5656, DAR ES SALAAM , Tanzania (herein after referred as the "Lessor" of the one part and **EASTERN GIANTS LIMITED** of DAR ES SALAAM (herein after called "the Lessee") of the other part.

Where as the Lessor is the owner of the premises situated at **Plot No. 114 MABIBO, MANDELA ROAD, ILALA- DAR ES SALAAM**

And WHERE AS the Lease is desirous to occupy the said premises for a period of **5yrs** as from 1st day of June 2013 at the monthly rental of US\$ 3,300 per month to be reviewed after 3 three years.

The rentals are payable in advance for 5 month at a time. The Landlord acknowledges receipt of the stipulated rents by signing this Lease Agreement and issuing relevant receipts.

A. THE LESSEE COVENTS WITH THE LESSOR as follows:

1. To pay the rent agreed the manner as herein before provided.
2. To use the said premises for only for **industrial and office** purposes and also requintenance workout

3. Not to make any structural or other alterations to the said premises or Erect or install any fixtures or fittings save movable fittings without the consent of the lessor previously obtained in writing which consent shall not be unreasonably withheld.
4. Not to do or permit anything to be done in or upon the demised premises or any part there of which may be or become a nuisance annoyance or disturbance to the occupants in the neighborhood.
5. Not to sublet or part with the possession of the whole or any part of the said Premises except with the consent in writing of the Lessor first had and obtained.
6. To repaint the premises at the expiration of the Lease.

B. THE LESSOR HEREBY COVENANTS WITH THE LESSEES as follows:-

- i) To pay all Land rates and all other charges/imposed on the demised premises whether by the Government or the local Authorities
- ii) Permit the Lessees paying the rent hereby reserved and performing and observing the Covenants and conditions herein contained or implied and on its part to be performed and observed peaceably and quietly to possess and enjoy the demised premises

during term hereby created without any interruption from or by the Lessor or any person rightfully claiming from or under him.

IT IS: Hereby mutually agreed by and **BETWEEN** the parties here to as follows:-

- a) The lease shall determine at the expiration of ten years to be counted from the 1st day June 2013
- b) Both parties to pay Advocate charges at in respect of this Lease.

IN WITNESS WHERE OF the parties hereto have set their respective hands and common seal the day and year herein after following:-

- 1. SIGNED and DELIVERED by Munyila
DATE: 1st June 2013
POSTAL ADDRESS: 5656 - Dsm
QUALIFICATION: Land Lord

- 2. SIGNED and DELIVERED by Emmanuel Kingu
DATE: 1st June 2013
POSTAL ADDRESS: Dsm
QUALIFICATION: Lessee

BEFORE ME:





TIC Evaluation Report

Name of the Company
Eastern Giants Co. Ltd.

Post Box	Mabibo, Plot No. 114, Kinondoni District	COI Number	97723	Contact	Mr. Dong Chun Wu
Post Office	17438	COI Date	03/12/2013	Designation	Director
Region	Dar Es Salaam	Application F. No	11176	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0716 022 220
		Sub Sector	Metal And Plastic	Fax	0
		File No	042472	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD											
Plot/Block	Plot No. 114	<table border="1"> <thead> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> </thead> <tbody> <tr> <td>0.5</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	0.5	0	0	0			
Foreign Equity	Local Equity		Foreign Loan	Local Loan									
0.5	0		0	0									
Street	Mabibo												
District	Kinondoni												
Region	Dar es Salaam												

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.015
ChunPing Qu	Chinese	30	Plant	0.25
Dongchun Wu	Chinese	70	Vehicles	0.08
			Furniture & Fittings	0.01
			Pre-expenses	0.07
			Others	0.02
			Working Capital	0.055
			Total	0.5

Employment	19	Evaluated By	,wf officer4
Capacity	switch boxes 500 per day	Drawn By	wf registry1
Project Turn Over		Project Type	Foreign

Description

To establish intergrated factory for production of metal and platci switches& packing cartoons

Recomendations

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

Decision

Approved
 24.06.13 EKD

(3)

TICC/PP.10/042472/3

25th June, 2013

Managing Director,
Eastern Giants Co. Ltd.,
P.O. Box 17438
DAR ES SALAAM,

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE
ESTABLISHMENT OF INTEGRATED FACTORY FOR PRODUCTION OF
METAL AND PLASTIC SWITCHES & PACKING CARTONS**

We wish to acknowledge receipt of your project proposal to establish integrated factory for production of metal and plastic switches & packing cartons as presented in the TIC P.A. 1 Form No. 11176 and Feasibility Study with a projected investment of USD 0.5m.

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

- Certified document showing evidence of Land ownership for the location of the project. (Lease agreement should be certified as true copy of original)

You will also be required to submit to the Centre a Progress Report on the implementation of the project after every six months for our information and review. Guidelines for the preparation of the report are contained in annexure 2 also attached to this letter. Please do not hesitate to contact the Centre for any clarification if the need arises. Please also note that a facilitation fee equivalent to US\$ 1000.00 is payable at the ruling exchange rate before your Certificate of Incentives is prepared. Please make deposit direct to the bank as per bank details below:-

.../2

TICC/PP.10/042472/3

25th June, 2013

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

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

Yours sincerely,

TANZANIA INVESTMENT CENTRE



Juliet R. Kairuki

EXECUTIVE DIRECTOR

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

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

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



00220067

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042472

This is to certify that

EASTERN GIANTS CO. LTD

of address P.O. BOX

DAR ES SALAAM

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

EASTERN GIANTS CO. LTD

Which is located at PLOT NO. 114 MANDELA ROAD, MABIBO

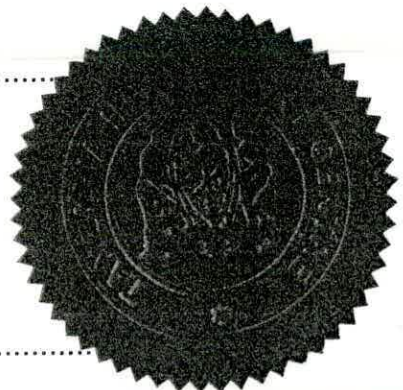
KINONDONI - DAR ES SALAAM

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

Executive Director

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

Dated 28TH JUNE 2013



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

1. Shareholders

Shareholders	Nationality	Shareholding (%)
<u>ChunPing Qu</u>	<u>Chinese</u>	<u>30</u>
<u>Dongchun Wu</u>	<u>Chinese</u>	<u>70</u>
2. Proposed Activities : To establish intergrated factory for production of metal and plastic switches & packing materials
3. Sector: Manufacturing Subsector Metal and PLastic Switches
4. Investment cost: Foreign USD 0.5m. Local - Total USD 0.5m.
5. Project Financing: Equity USD 0.5m. Loans - Total USD 0.5m.
6. Source, terms and conditions of loan.....
7. Assets to be invested:

Capital items:	Foreign	Local	Total
	<u>USD 0.5m.</u>	<u>-</u>	<u>USD 0.5m.</u>
8. Technology Agreement None
9. Date of TIC Registration: 25th June 2013
10. Implementation period June 2013 - May 2016
11. Operative date..... June 2016
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
(i) Applicable Import Duty And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997
(ii) Applicable with-holding Tax As per Income Tax Act, 2004 (as amended)
(iii) Eligibility of Capital Allowances As per Income Tax Act, 2004 (as amended)
13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.
14. Conditions attached to this Certificate of Incentives
(i) Date of Commencement of investment has to be notified to the Centre.
(ii) Certificate not to be transferred, assigned or amended
(iii) Failure to commence implementation within two years invalidates Certificate
(iv) Failure to operate investment must be notified to the Centre
(v) Changes in shareholding, project activities and level of invested capital must be notified to the centre
15. Additional conditions attached to Certificate
Finished goods are not allowed under this Certificate

Signed
Executive Director

Unclaimed refund beyond three years will be forfeited



TANZANIA INVESTMENT CENTRE

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

RECEIPT REC011738

No. 005930

4

Received from : EASTERN GIANTS CO LTD

Address P. O. Box 7438, 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: Deposit 63/06

Date :

24-Juni-2013

RECEIVED
JUN 2013

TANZANIA INVESTMENT CENTRE
02 JUL 2013

[Signature]

Receiving Officer