

WITTI METAL INDUSTRY
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 ... US\$ 0.5M
- (b) Legal entity has been incorporated under certificate

No. 103594 of 25/10/2013

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

19th November, 2013



EXD

In response to the TIC letter of registration dated 15th Oct 2013
the project has submitted the required documents namely: -

- (a) Company Board Resolution.
- (b) Reference letter/Financing from BALCLAYS Bank LTD
- (c) Lease agreement as guarantee of land

With the above submission EXD is requested to sign Certificate of Incentives No. 042556 herein attached.

20/12/2013



DIF

MINUTE SHEET

Dokezo
No.

REF: BARC/KST/011/5123654

15/12/2013

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

Dear Sir/Madam,

RE: INTRODUCTION OF WIT METAL INDUSTRY CO. LTD


This is to confirm to you that the above mentioned firm is our customer maintaining TZS A/C No. 051 23654 with us to our entire satisfaction.

We consider **WIT METAL INDUSTRY CO. LTD** as a liable customer, trustworthy and good for the normal engagement as far as the transaction with our bank is concerned.

Further assistance to him will be highly appreciated.

This information is given without responsibility of Barclays Bank of Tanzania Ltd on our part or our officials.

Yours sincerely,
Barclays Bank (T) Limited



.....
Samson B. Mkolonji
Customer Relationship Manager-Corporate



TIC Evaluation Report

Name of the Company
Witt Metal Industrial Co. Ltd.

Post Box	Mbez Light Industrial Area, Plot No. 197	COI Number	103373	Contact	Mr. Wang Zhe Ncai
Post Office	13017	COI Date	25/10/2013	Designation	Director
Region	Dar Es Salaam	Application F. No	11498	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0719 98 88 81
		Sub Sector	Building Materials - Iron Sheet, tiles & other related products	Fax	0
		File No	042556	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD										
Plot/Block	Plot No. 197	<table border="1" style="width: 100%; text-align: center;"> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> <tr> <td>0.5</td> <td>0</td> <td>0</td> <td>0</td> </tr> </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	Mbezi											
District	Kinondoni											
Region	Dar es Salaam											

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.015
Liu Shu Chun	Chinese	49	Plant	0.25
Wang Zhencai	Chinese	51	Vehicles	0.08
			Furniture & Fittings	0.01
			Pre-expenses	0.07
			Others	0.02
			Working Capital	0.055
			Total	0.5

Employment	15	Evaluated By	wf officer4
Capacity	50 tons per day	Drawn By	wf registry2
Project Turn Over		Project Type	Foreign

Description

To establish project for manufacturing of building materials

Recommendations

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

Decision *Approved as recommended*
Abdullah
Ag. CEO
15/11/2013

TICC/PP.10/042556/3

19th September 2013

Managing Director,
Witt Metal Industrial Co. Ltd
P.O. Box 13017,
DAR ES SALAAM

**RE: CERTIFICATE OF INCENTIVES FOR MANUFACTURING OF
BUILDING MATERIALS IN DAR ES SALAAM**

We wish to acknowledge receipt of your project proposal to establish manufacturing of building materials in Dar es Salaam as presented in the TIC P.A. 1 Form No. 11498 and Feasibility Study with a projected investment amounting to USD 0.5m.

We are pleased to inform you that your investment proposal is 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, 1997.
- 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.10/042556/3

19th September 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

5-4 The concrete cement ground must over 20cm of the factory building ground, and the factory building wall for reinforcing steel and brick concrete structure.

5-5 The road's width is 6m and the ground thickness must over 20cm concrete cement ground from the workshop to the gate.

5-6 The factory building eaves with an air vent that no less than 1m height.

5-7 Whether the factory building wall is brick concrete structure or steel structure, the aerial crane leg support used for installing must be reserved. And the cost of making the frame support paid by Party B.

5-8 Reserving preformed cable channel all around the factory building wall.

5-9 The factory building, field area, office ,toilets and so on must have main pipeline for supplying and draining water according to the construction sketch provided by Party B.

5-10 The specific factory building's length, width, and other related construction structure are in the sketch provided by Party B.

Second: about the lease purposes and term

1. Lease purposes: Manufacturing and commercial factory building. Party B mustn't change the purposes during the lease term. Party B rent Party A's land for a metal products manufacturing factory, and commercial wholesale and retail warehouses.

2. Lease term: The lease term is 5 years will be from ____ (month) ____ (day) ____ (year) to ____ (month) ____ (day) ____ (year). The date for paying the rent from Party A finished the construction and accepted by Party B, and after the land lease contract signed. Party B will pay part of the rent to Party A appropriately after negotiate to each other.

Third: about rent and payment method

1. Calculation of rent. From ____ (month) ____ (day) ____ (year) to ____ (month) ____ (day) ____ (year).

① The rent of factory building and living building in totally 1,000,000 TSH per each month.

② After the lease contract legally effective three years, the rent price will be adjusted according to the Tanzanian rent market. The adjust quota no more than 10% totally.

2. Rent payment times. Party B will pay half a year's rent after all of the equipment be got to the factory building.

3. Payment method of rent: Party B gives the rent to Party A in cash.

4. When Party A receives the rent for Party B, Party A will specify the receiving account receivable account in writing if they want transfer.

5. If Party A doesn't entrust in writing, Party B mustn't give the rent to others. Or Party A will not recognise.

6. After Party A received Party B's front money, Party A should issue formal legal bills to Party B.

Fourth: Lease front money

Party B will pay the front money of 100,000 RMB to Party A within 10 days after the contract signing as the sincerity of Party B to perform the contract. After the contract become effective, the front money will replace the first lease fee until the amount finished.

Fifth: Tax burden

1. All the taxes of the factory building and the land that Party A lease to Party B under the contact have nothing to do with Party B. They all paid by Party A. The fees for manufacturing and living, and the tax of the production and subletting the land agreed by Party A are all paid by Party B.

2. During the lease term, the payment of the water, electricity, phone, web, TV, and gas facilities will be paid by Party B.

3. The Party A used the land to build temporary or permanent buildings, open factories, warehouses, subletting, or other manage action. And there is a fire, security problems that will be fined by relevant departments or imposing fees, all the responsibilities borne by the Party. A.

Sixth: about the construction and other facilities

1. The Party B has the right to create and retrofit buildings, scaffolding and other fixed

facilities. Party A should cooperate unconditionally, and be responsible for coordinating all relevant departments of the land's host country.

2. The party B should inform party A in advance if they need to install or repair the water, electric, telephone, network and fuel gas equipment which are very important for the production and daily life. Party B submit the related documents to party A and party A must help and cooperate with party B absolutely.

3. Once signing this contract, if the mistake of party A leads to party B can not produce the product or operate the factory normally, party A should compensate for party B all the damage.

4. After terminating this contract, the building and other related equipments still belong to party B and party A can not stop party B to tear down and take away the material.

5. Party B keeps the right to supervise party A, the penalty because of party A do not abide by law does not have any relation with party B. All the cost should be paid by party A.

6. During the contract, if the government takes over the land, happens the earthquake, debris flow and other natural disaster, the compensation for the building and equipment should belongs to party B and the compensation for the land belongs to party A.

7. No matter party A violate the contract unilaterally or both party agree to terminate the contract, party A has to pay party B all the cost for the construction then the building will belong to party A.

8. During the lease term, party A should in charge of the maintenance for the construction and the equipment.

9. The cost for renovating the construction of party A should be in charged by party A. If belongs to party B's duty, then it will be responsible by party B.

Seventh: about transferring or subletting the land

1. During the lease term, party A should inform party B in advance if they want to transfer the land and the construction and party A can not sublet or sell the workshop or any place rented by party B.

2. During the lease term, party B should get the agreement of party A if they want to

sublet the land the third party and this contract is still effective. If bring any loss for party A because of the sublet, party B must compensate for party A.

3. Even with the agreement of party A, the right of third party can not beyond party B in this contract and the sublet time can not beyond this contract made by party A and party B.
4. The third party belongs to part of party B. Party B should be responsible for his duty and can not take the third party as excuse for breaking the contract.

Eighth: about handing over the leasehold

1. After party B paying the deposit to party A and party A giving the receipt to party B. Then party B can use the lease land.
2. After terminating this contract, party B should hand over the lease land to party A within three months. The cost before the hand over should be charged according to this contract.

Ninth: about terminating the contract

1. This contract can be terminated under the agreement of both parties. The right and responsibility after terminating the contract is decided by both parties.
2. Under these conditions that this contract has to terminate, both parties don't call to account with each other: the government takes over the land, earthquake, debris flow and other natural disasters.
3. Party A has the right to terminate this contract under these conditions:
 - A. Party B do not pay the rental beyond 3 months
 - B. Party B do not pay the deposit
 - C. Party B changes the usage of the land or sublet the land by self
4. Right of party B: party B can terminate this contract under these condition:
 - A. The land is taken by third party or attached by court or government because of party A that leads to party B can not continue using the land.
 - B. The construction do not match the requirements of fire fighting, safety and environment protecting department and party A do not correct according to the request after being informed.

C. Party A does not fulfill the obligation in this contract.

Once terminating this contract, if there is any rule that does not put forward in advance but suitable for the contract law and other rules in this contract, both parties deal it according to the related rules in this contract.

Tenth: about the dispute and solve method

If there is any argument in this contract and both parties can not agree with each other, any party can ask the arbitration commission Beijing China or intermediate people's court Beijing for help or institute legal proceedings.

Eleventh: other agreed matters: the effective documents provided by both parties to each other must accord with the third and fourth item in the article one. The fax and copy documents have the same force of law with the original copy. Under the same condition with other parties, party B has the priority right to continue leasing this land after terminating this contract.

Twelfth: This contract is triplicate, each party keeps one copy and one copy keeps in the archives.

Thirteenth: This contract goes in to effect from the date both parties sealed.

Fourteenth: The effective documents party A must provide to party B:

1. Copy of business license
2. Copy of the legal representative's identity card or the owner's identity card
3. Copy of the land certificate
4. Copy of the cadastre
5. Copy of the document which can prove the power transformer belongs to party A
6. Copy of the document which can prove the drinking water meter belongs to party A
7. Copy of the document which can prove party A has the right to use the dormitory

8. The document deliver address confirmed by lessor

Remark: All the documents above must with the lessor's stamp and the signature of the legal representative

Fifteenth: The effective documents party B must provide to party A

1. Copy of lessee's identity card
2. Copy of guarantee company's business license
3. Copy of guarantee company's tax registration certificate
4. Copy of guarantee company's enterprise code certificate
5. The delivery address confirmed by party B: Canal Zone, People's Bank Community, Building 3, Unit 1, Room 201, Cangzhou City Hebei Province China


Party A: SPRING CITY INFRASTRUCTURE MANUFACTURING CO. LTD.

Party A (Signature and seal):

Legal Representative:

Date: 01 DEC, 2013

Telephone: 0753288888

Guarantee: 

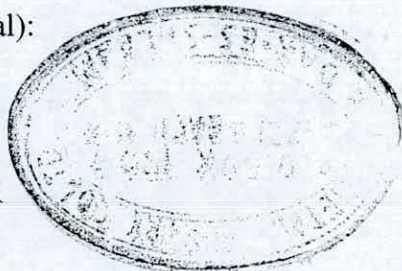


Party B: WIT METAL INDUSTRY CO.LIMITED

Party B (signature and seal):

Legal representative:

Date: 01 DEC, 2013 



Party B:

Certified as a True Copy of the Original


ILDEFONCE LUNLI NDEMELA
Advocate, Notary Public & Commissioner for Oaths

11th December 2013

months. The factory building's construction period under the contract is three and a half months (105 days) from the lessor receive the front money of lessee.

3. Legal ownership status: The Party A has got the land-use right, land-use right type, land use, and the number of the land-use right, land, and the cadastral map of the land's host country. The Rental land belongs to the part of the land in the Land Certificate, and all the above relevant land information must be provided the copy with red cap and signed by the landowner by Party A to B.

The legal liability of the land that Party A rent to Party B in the land's host country has nothing to do with Party B.

4. Affiliated state: Party A to Party B must protect the leased land three passes and one flattening, that means in this venue must have water, electricity, road and the venue must be flat. The user name of the power transformer (380V three-phase power supply for industrial use) and water meter for the water and electricity are: , . And all other facilities must have legal procedures of the landowner Liwen Chi in the land's host country. The 400 kilowatts' power transformer that ensured before have changed to 200 kilowatts which provided by Party A after discussed with Party A. The power capacity should be increased that negotiated by both parties, when all the other people get to the rental land. All the above relevant effective legal information must be provided the copy with red cap and signed by the landowner by Party A to B in order to be archived by Party B.

5. The Party B's basic requirements of the factory building and the land according to the product production process, and the production scale are as follows:

5-1 The height of the factory building is 5m from the indoor horizon to the eaves, and the height of the factory gate is 4.5m.

5-2 The color steel roof installs transparent lighting panels according to lighting transparent building standards.

5-3 The office, factory building and field area install windows according to lighting transparent building standards. The size of the toilets, office and the other factory buildings is in the plane sketch provided by Party B. The construction costs of the toilets and office paid by Party B.

(Signature)

LEDEFONCE LUNILI NDEMELA
Advocate, Notary Public & Commissioner for Oaths

11th December 2013

Lease Contract about the land and workshop in Dar es Salaam, United

Republic of Tanzania

Party A (Lessor): SPRING CITY INFRASTRUCTURE MANUFACTURING CO. LTD.

Registered Address : MBEZI 197 P.O.BOX 31829 DAR ES SALAAM

Party B (Lessee): WIT METAL INDUSTRY CO.LIMITED

P.O.BOX:13017 DAR ES SALAAM

Under the 《Contract Law of the People's Republic of China》 and the provisions of relevant laws and regulations of the land host country , party A and B both sides on the basis of equality and a voluntary , for the land lease in respect of a contract are as follows :

First: about the circumstances of the rental building, the requirements and other relevant conventions. For party B to A.

1. Location, area, range

①Location: The rental venues is in mbezi light industrial area 197th, Building Permit No:16339, Dar es Salaam, United Republic of Tanzania, the concrete location is in the area of Liwen Chi's land, East to the aluminum alloy factory of Spring City Infrastructure Manufacturing Co., Ltd and parking lot, West to Dongxing International manufacturing (Commercial concrete), South to the road in the rental factory building, North to the fence of rental venues.(the cadastral map of the exact site location provided by the lessor.)

②Area: (1) the workshop's length and width are 73m*40m. (2) the living area totals 170 square meters, in the area of Liwen Chi's land(401, 4th floor ,Unit 1, Building 1) with four bedrooms and two waiting rooms, and should have necessary living furniture(Beds, wardrobes, cabinets, sofa, air conditioning, bathroom, TV).

2.Natural conditions: The land is vacant, and has handled the temporary building approval procedures of the land's host country. First, Party A builds the warehouse as the negotiated distribution map which discussed with Part B before. Toilets, office and equipment installation all by Party B according to their need to build, and inspected by party B when it completed. The factory building's construction period is three and a half



00220503

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042556

This is to certify that

WIT METAL INDUSTRY CO. LIMITED

P.O. BOX 13017

of address

DAR ES SALAAM

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

WIT METAL INDUSTRY CO. LIMITED

Which is located at

PLOT NO. 197 MBEZI LIGHT INDUSTRIAL AREA

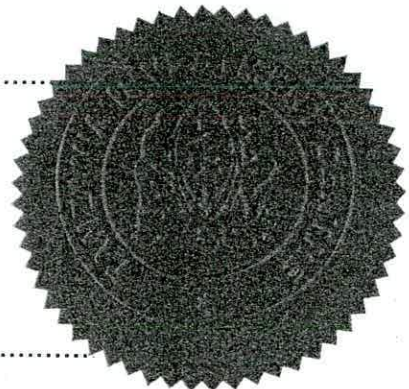
KINONDONI - DAR ES SALAAM

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 17TH 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 (%)
Liu Shu Chen	Chinese	49
Wang Zhencai	Chinese	51

2. Proposed Activities : **To establish project for manufacturing of building**

3. Sector : **Manufacturing** Subsector : **Building Materials**

4. Investment cost

	Foreign	USD 0.5m.	Local	-	Total	USD 0.5m.
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5. Project Financing

	Equity	USD 0.5m.	Loans	-	Total	USD 0.5m.
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6. Source, terms and conditions of loan.....

7. Assets to be invested:

	Foreign	Local	Total
Capital items:	USD 0.5m.	-	USD 0.5m.

8. Technology Agreement **None**
9. Date of TIC Registration: **15th November 2013**
10. Implementation period **November 2013 - October 2016**
11. Operative date..... **November 2016**
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997

And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997

(i) Applicable Import Duty	As per Income Tax act, 2004 (as amended)
(ii) Applicable withholding 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 REC013625

No.007572

Received from : WITT METAL INDUSTRY CO. LTD

Address : P.O. Box 13017, Dar Es Salaam.

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

Being payment in respect of : CERTIFICATE OF INCENTIVES

Amount : TSD 1,000.00

Cash / Cheque No: D/Deposits

Date : 27-Nov-2013



For Executive Director
Tanzania Investment Centre

B. Uisso

Receiving Officer

4

Tic

(5)

WIT METAL INDUSTRY CO. LIMITED

MBEZI LIGHT INDUSTRIAL AREA 197TH

KINONDONI DAR ES SALAAM, TANZANIA.

DATE: 20TH JAN 2014

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

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



Received on
21/1/2014

M
TRA/TIC

Dear Sir,

**RE: DUTY & VAT EXEMPTION ON CAPITAL/DEEMED CAPITAL GOODS FOR CERTIFICATES OF INCENTIVES
NO: 042556**

We are Tic approved project with certificates of incentives No; 042556 which is valid up to November 2016.

The company has been registered with objectives of manufacturing of building materials.

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

Yours sincerely

刘树军

.....
Managing Director

Stamp: Original
Signature: [Signature]
Date: 03/01/2014
For: Executive Director
Tanzania Investment Centre



00220503

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042556

This is to certify that

WIT METAL INDUSTRY CO. LIMITED

P.O. BOX 13017

of address

DAR ES SALAAM

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

WIT METAL INDUSTRY CO. LIMITED

Which is located at

PLOT NO. 197 MBEZI LIGHT INDUSTRIAL AREA

KINONDONI - DAR ES SALAAM

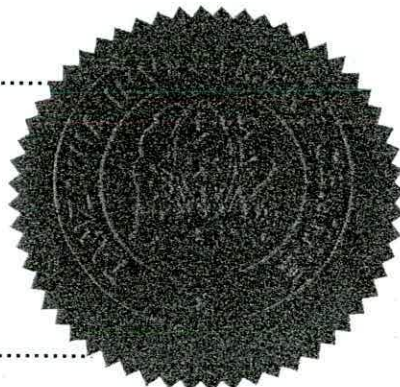
Further particulars required by Section 17 of the Tanzania Investment Act are set out overleaf.

[Signature]

Executive Director

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

Dated 17TH 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
- | Shareholders | Nationality | Shareholding (%) |
|--------------|-------------|------------------|
| Liu Shu Chen | Chinese | 49 |
| Wang Zhencai | Chinese | 51 |
2. Proposed Activities : **To establish project for manufacturing of building**
3. Sector: **Manufacturing** Subsector: **Building Materials**
4. Investment (USD)
- | Foreign | Local | Total |
|-----------|-------|-----------|
| USD 0.5m. | - | USD 0.5m. |
5. Project Financing
- | Equity | Loans | Total |
|-----------|-------|-----------|
| USD 0.5m. | - | USD 0.5m. |
6. Source, terms and conditions of loan.....
7. Assets to be invested:
- | Capital items: | Foreign | Local | Total |
|----------------|-----------|-------|-----------|
| | USD 0.5m. | - | USD 0.5m. |
8. Technology Agreement **None**
9. Date of TIC Registration: **15th November 2013**
10. Implementation period **November 2013 - October 2016**
11. Operative date..... **November 2016**
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And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997
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- (ii) Applicable withholding Tax **As per Income Tax Act, 2004 (as amended)**
- (iii) Eligibility of Capital Allowances **As per Income Tax Act, 2004 (as amended)**
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- (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

CTIN.: 1723892

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

WIT METAL INDUSTRY CO.LIMITED

.....

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

122-349-705

.....

with effect from 30-10-2013

.....



P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

WIT METAL INDUSTRY CO LTD, MBEZI LIGHT INDUSTRIAL AREA 197TH, DAR ES SALAAM TANZANIA

LIST OF MATERIALS FOR DUTY & VAT EXEMPTION

SNO	ITEM	UNIT	QTY	ITEM GROUP	ITEM PRICE [USD]	TIN NUMBER	EXEMPTION REF NO	REMARKS
A	PLANT & MACHINERIES							
1	WIRE DRAWN PRODUCTION LINE		41	MACHINE		122-349-705		
2	MESH PRODUCTION LINE		12	MACHINE		122-349-705		
3	NAIL PRODUCTION LINE		21	MACHINE		122-349-705		
4	POLISH LINE		10	MACHINE		122-349-705		
5	GRINDING MACHINE		2	MACHINE		122-349-705		
6	DRILLING AND MILLING MACHINE		4	MACHINE		122-349-705		
7	WHEEL GRINDER		2	MACHINE		122-349-705		
8	WELDING MACHINE		2	MACHINE		122-349-705		
9	CUTTING OFF MACHINE		1	MACHINE		122-349-705		
10	BENCH SCREW		1	MACHINE		122-349-705		
11	OXY-ACETYLENE CUTTER		2	MACHINE		122-349-705		
B	EQUIPMENT							
12	FORK LIFT		2	EQUIPMENT		122-349-705		
13	ELECTRIC CONTROL CABINET		12	EQUIPMENT		122-349-705		
14	WIRE SHELF		121	EQUIPMENT		122-349-705		
15	SCREW PUMP		1	EQUIPMENT		122-349-705		
16	AIR DRYING MACHINE		1	EQUIPMENT		122-349-705		
17	AIR RECEIVER		1	EQUIPMENT		122-349-705		
18	NAIL COLLECT BOX		41	EQUIPMENT		122-349-705		
19	MEASUREMENT SCALE		11	EQUIPMENT		122-349-705		
20	WIRE CABLE		8100	METER		122-349-705		
21	LIGHTTING FITTING		110	PCS		122-349-705		
22	LUBRICATING POWDER ✓		5	TON		122-349-705		
C	VEHICLE (COMMERCIAL)							
23	LIGHT TRUCKS		1	VEHICLE		122-349-705		
24	FOUR WHEEL DRIVE ✗		1	VEHICLE		122-349-705		
25	SINGLE CABIN PICK UP		1	VEHICLE		122-349-705		

TICC/PP.10/042556/6

22/01/2014

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

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042556**

M/S Wit Metal Industry Co. Limited is a TIC registered company with certificate of incentives **No. 042556** which is valid up to **October 2016**

The company has been registered with objectives of establishing a project for manufacturing of building materials.

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

Yours sincerely

TANZANIA INVESTMENT CENTRE



N.A. Senzia

FOR: EXECUTIVE DIRECTOR



00220503

For Original
Signature: *[Handwritten Signature]*
Date: 26/5/2014

THE UNITED REPUBLIC OF TANZANIA
Tanzania Investment Centre

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042556

This is to certify that

WIT METAL INDUSTRY CO. LIMITED

P.O. BOX 13017

of address

DAR ES SALAAM

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

WIT METAL INDUSTRY CO. LIMITED

Which is located at

PLOT NO. 197 MBEZI LIGHT INDUSTRIAL AREA

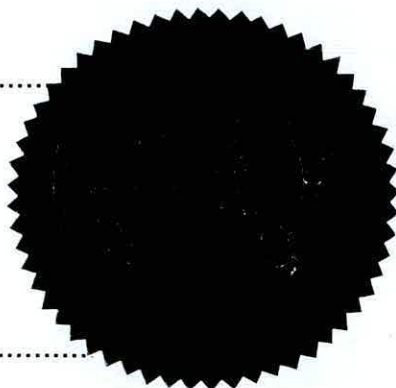
KINONDONI - DAR ES SALAAM

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 17TH 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 (%)
Liu Shu Chen	Chinese	49
Wang Zhencai	Chinese	51

2. Proposed Activities: **To establish project for manufacturing of building materials**

3. Sector: **Manufacturing** Subsector: **Building Materials**

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:

	Foreign	Local	Total
Capital items:	USD 0.5m.	-	USD 0.5m.

8. Technology Agreement **None**

9. Date of TIC Registration: **15th November 2013**

10. Implementation period **November 2013 - October 2016**

11. Operative date..... **November 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

CTIN.: 1723892

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

WIT METAL INDUSTRY CO.LIMITED

.....

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

122-349-705

.....

with effect from 30-10-2013

.....



P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

WIT METAL INDUSTRY CO. LTD

LIST OF MATERIALS FOR DUTY & VAT EXEMPTION

SNO	ITEM	UNIT	QTY	ITEM GROUP	TIN NO.	EXEMPTION REF	REMARKS
1	CABLE	M	8174	EQUIPMENT	122-349-705		
2	DRILL	PCS	369	MACHINE	122-349-705		
3	SAW	PCS	400	MACHINE	122-349-705		
4	TAP SHELF	PCS	3	MACHINE	122-349-705		
5	DIE RACK	PCS	2	EQUIPMENT	122-349-705		
6	COMPASS	PCS	1	EQUIPMENT	122-349-705		
7	STRAIGHTENING WHEEL	PCS	137	EQUIPMENT	122-349-705		
8	MATTOCK	PCS	3	EQUIPMENT	122-349-705		
9	SHOVEL	PCS	3	EQUIPMENT	122-349-705		
10	SHOVEL STEM	PCS	16	EQUIPMENT	122-349-705		
11	SLEDGEHAMMER STEM	PCS	2	EQUIPMENT	122-349-705		
12	STEEL FORK	PCS	10	EQUIPMENT	122-349-705		
14	HAMMER	PCS	10	EQUIPMENT	122-349-705		
15	PULLEY	PCS	69	EQUIPMENT	122-349-705		
16	WIRE ROPE CLIP	PCS	95	EQUIPMENT	122-349-705		
17	STELL BALL	PCS	100	EQUIPMENT	122-349-705		
18	WIRE ROPE	M	650	EQUIPMENT	122-349-705		
19	LEAD SCREW	M	8	EQUIPMENT	122-349-705		
20	OIL PIPE FOR NAIL MACHINE	M	424	EQUIPMENT	122-349-705		
21	POINTS OIL PUMP FOR NIAL MACHI	PCS	89	EQUIPMENT	122-349-705		
22	OIL CONNECTION	PCS	300	EQUIPMENT	122-349-705		
23	SCREW	PCS	2026	EQUIPMENT	122-349-705		
24	INSULATING TAPE	ROLL	250	EQUIPMENT	122-349-705		
25	SPANNER	SET	9	MACHINE	122-349-705		

26	WALLPAPER KNIFE	PCS	6	EQUIPMENT	122-349-705		
27	SACK CLOSER WIRE	CTN	1	EQUIPMENT	122-349-705		
28	PILERS	PCS	67	EQUIPMENT	122-349-705		
29	ELECTRICIAN'S KNIFE	PCS	1	EQUIPMENT	122-349-705		
30	GROUP FILE	SET	3	MACHINE	122-349-705		
31	OIL POT	PCS	24	EQUIPMENT	122-349-705		
32	NAIL MACHINE BASEBOARD	PCS	122	EQUIPMENT	122-349-705		
33	NAIL MACHINE PUNCH	PCS	9	EQUIPMENT	122-349-705		
34	NAIL MACHINE ARM BALL HEAD	SET	8	MACHINE	122-349-705		
35	NAIL MACHINE CONNECTION ROD SH	SET	52	MACHINE	122-349-705		
36	NAILMACHINE AIRCRAFT WHEEL	PCS	3	EQUIPMENT	122-349-705		
37	GEAR	PCS	8	EQUIPMENT	122-349-705		
38	NAIL MACHINE HALF WATT	SET	87	MACHINE	122-349-705		
39	NAIL MACHINE LAYERING	SET	16	MACHINE	122-349-705		
40	WIRE MOLD	PCS	186	EQUIPMENT	122-349-705		
41	CROSS JACK	SET	2	MACHINE	122-349-705		
42	LIFTING JACK	SET	1	MACHINE	122-349-705		
43	HYDRAULIC PULLER	PCS	1	EQUIPMENT	122-349-705		
44	CHAIN	PCS	2	EQUIPMENT	122-349-705		
45	WIRE GRIP	PCS	2	EQUIPMENT	122-349-705		
46	GREASE GUN	PCS	4	EQUIPMENT	122-349-705		
47	BOX SPANNER	PCS	3	EQUIPMENT	122-349-705		
48	ELECTRODE HOLDERS	PCS	5	EQUIPMENT	122-349-705		
49	GAS CUTTER	PCS	3	EQUIPMENT	122-349-705		
50	SCREWDRIVER	PCS	55	EQUIPMENT	122-349-705		
51	HAND PUMP	PCS	21	EQUIPMENT	122-349-705		
52	ALUNINIUM ARMOR TAPE	COIL	2	EQUIPMENT	122-349-705		
53	ELECTROWELDING LENS	PCS	80	EQUIPMENT	122-349-705		
54	HANSAW	PCS	4	EQUIPMENT	122-349-705		
55	STRENGTHENING BITS	PCS	81	EQUIPMENT	122-349-705		

56	CUTTING MACHINE	SET	1	MACHINE	122-349-705		
57	GRINDING MACHINE	SET	1	MACHINE	122-349-705		
58	ELECTRONIC SCALE	SET	7	MACHINE	122-349-705		
60	WEAVING BAG	PCS	20000	EQUIPMENT	122-349-705		
61	WELDING ROD	CTN	40	EQUIPMENT	122-349-705		
62	INDUSTRIAL FLOOR FAN	SET	4	MACHINE	122-349-705		
63	AXIAL FLOW FAN	SET	5	MACHINE	122-349-705		
64	BENCH DRILL	SET	1	MACHINE	122-349-705		
65	RULER	PCS	1	EQUIPMENT	122-349-705		
66	TRIANGULAR RULE	SET	1	MACHINE	122-349-705		
67	DIVIDER CALIPERS	PCS	1	EQUIPMENT	122-349-705		
68	TEST PENCIL	PCS	6	EQUIPMENT	122-349-705		
69	GRINDING WHEEL	PCS	142	EQUIPMENT	122-349-705		
70	ELECTRONIC SCALE CHARGER	PCS	12	EQUIPMENT	122-349-705		
71	BENCH CLAMP	SET	1	MACHINE	122-349-705		
72	ELECTRIC HAND DRILL	PCS	2	EQUIPMENT	122-349-705		
73	PACKER	PCS	2	EQUIPMENT	122-349-705		
74	STRAIGHT GRINDER	PCS	1	EQUIPMENT	122-349-705		
75	VERNIER CALIPE	PCS	1	EQUIPMENT	122-349-705		
76	MICROMETER	PCS	4	EQUIPMENT	122-349-705		
77	WELDING WIRE	M	50	EQUIPMENT	122-349-705		
78	INFUSION BAG	COIL	2	EQUIPMENT	122-349-705		
79	HANDHELD GRINDER	SET	3	MACHINE	122-349-705		
80	WIRE CLAMP	PCS	8	EQUIPMENT	122-349-705		
81	CABLE LUG	PCS	957	EQUIPMENT	122-349-705		
82	AIR SWITCH	PCS	119	EQUIPMENT	122-349-705		
83	LEAKAGE PROTECTOR	PCS	12	EQUIPMENT	122-349-705		
84	AC CONTACTOR	PCS	62	EQUIPMENT	122-349-705		
85	ELECTROMAGNETIC GOVERNOR	PCS	1	EQUIPMENT	122-349-705		
86	SWITCH	PCS	50	EQUIPMENT	122-349-705		

87	CROW BAR	PCS	2	EQUIPMENT	122-349-705		
88	SPRING	PCS	66	EQUIPMENT	122-349-705		
89	LIFTING HOOK	PCS	9	EQUIPMENT	122-349-705		
90	LIQUID PRESSING MACHINE	SET	1	MACHINE	122-349-705		
91	V-BELT	PCS	370	EQUIPMENT	122-349-705		
92	BEARING	PCS	193	EQUIPMENT	122-349-705		
93	OIL SEAL	PCS	30	EQUIPMENT	122-349-705		
94	STEEL PLATE	KG	678	EQUIPMENT	122-349-705		
95	EQUIPMENT TRACK	M	48	EQUIPMENT	122-349-705		
96	PACKER	PCS	2	EQUIPMENT	122-349-705		

Tic

7

WIT METAL INDUSTRY CO. LIMITED

DEALS: MANUFACTURING OF BUILDING MATERIALS

PLOT NO. 197 MBEZI LIGHT INDUSTRIAL AREA.

Commissioner of Customs & Excise

26th May, 2014

Tanzania Revenue Authority,

P. O. Box 9053,

DAR ES SALAAM

UFS

Executive Director,

Tanzania Investment Centre,

P. O. Box 938,

DAR ES SALAAM

Received on
26/5/2014

M
TIC



Dear Sir,

RE: DUTY & VAT EXEMPTION ON CAPITAL ON CAPITAL/ DEEMED CAPITAL GOODS FOR CERTIFICATE OF INCENTIVES NO: 042556

We are Tic approved project with certificate of incentives No; 042556 which valid up to November 2016.

The company has been registered with objectives of manufacturing of gypsum and plastics products.

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

Yours sincerely

.....
Managing Director

TICC/PP.10/042556/8

27/05/2014

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

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042556**


M/S Wit Metal Industry Co. Limited is a TIC registered company with certificate of incentives **No. 042556** which is valid up to **October 2016**

The company has been registered with objectives of establishing a project for manufacturing of building materials.

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

Yours sincerely

TANZANIA INVESTMENT CENTRE



N.A. Senzia

FOR: EXECUTIVE DIRECTOR

①

WITT METAL INDUSTRY CO LTD
P.O. BOX 13017, Tel:+255719988881
DAR ES SALAAM

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.

WITT METAL INDUSTRY CO LTD a locally registered company with Certificate of Incorporation No 103373 issued on 25th October 2013 applying to establish project for manufacturing of building materials

The followings are attached:

- TIC Application form
- Cop of Certificate of incorporation
- Copy of Company Memorandum and Article of Associations
- Directors Board Resolution

Sir we are asking your good office to facilitate this project

Yours Sincerely,

Managing Director

Wang Zhencai

A handwritten signature in black ink, appearing to be "Wang Zhencai", written over the printed name.



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

WITT METAL INDUSTRY CO LTD

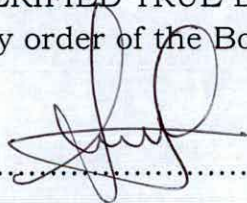
P.O. BOX 7737, Tel:+255719988881

DAR ES SALAAM

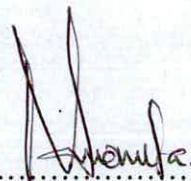
AT A DULY CONVENED AND CONSTITUTED MEETING OF THE BOARD OF WITT METAL INDUSTRY CO LTD AT REGISTERED OFFICES OF THE COMPANY AT PLOT NO 197, MBEZI LIGHT INDUSTRIAL AREA, KINONDONI, DAR ES SALAAM ON 26TH OF OCTOBER 2013, THE FOLLOWING RESOLUTIONS WERE PASSED:

1. THAT US\$ 500,000 BE ALLOCATED TO FINANCE THE ESTABLISHMENT OF MANUFACTURING OF BUILDING MATREIALS 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

WIT METAL INDUSTRY CO LIMITED

BUSINESS PLAN

FOR

MANUFACTURING

OF

BUILDING MATERIALS OF IRON SHEET ,TILES &OTHER RELATED PRODUCTS ,

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1.0. EXECUTIVE SUMMARY.

WITT METAL INDUSTRY CO LTD is a company registered in Tanzania under Certificate of Incorporation **No.103373** Issued on **25th October 2013**.

The project promoters are well established business in China carrying out various businesses but majoring in manufacturing activities. Having been in the business in China for over 20 years the directors are now well prepared to expand to Africa in particular Tanzania by establishing a project for manufacturing of construction/building materials of iron sheet, tiles and other related products.

The business plan has been prepared for **WITT METAL INDUSTRY CO LTD** for manufacturing of building materials. 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
- Purchase of 2 heavy trucks
- Purchasing 2 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 100% of this investment.

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 two shareholders, namely:-

Name	Address	Nationality	Shares %
Wang Zhencai	P.O. Box 13017 DAR ES SALAAM	Chinese	51
Liu Shu Chwn	P.O. Box 13017 DAR ES SALAAM	Chinese	49

1.2 Location.

The project will be located at warehouse on Plot No. 197, Mbezi Light Industrial Area, Kinondoni District, Dar es Salaam, Tanzania.

1.2 OBJECTIVE OF STUDY

- The purpose of this study is to work out the technical and commercial details and financial viability of a factory for manufacturing of building materials such as iron sheet, tile and other related products

1.3 MARKET AND MARKETING ASPECTS

The market survey carried out reveals that the current demand for construction materials in Tanzania is very high 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.

The booming construction sector last year attracted investments whose total value almost exceeded a quarter of the government's 2010/2011 national budget of over 11 trillion/-, with industry analysts describing the outstanding performance of the sector as sign of vibrant and healthy economy.

Data from the Contractors Registration Board (CRB), which registers and regulates contractors, indicate that construction projects with total value of 2.8 trillion/- were registered in 2010, with building works accounting for half of the total value of the projects.

The value of registered building works totaled 1.44 trillion, while that of civil works, specialist electrical and electrical works reached 884bn/-, 231bn/- and 187bn/-. Other projects involved mechanical works, specialist civil, specialist building and specialist mechanical.

“The expansive construction sector is good for the national economy because construction works uncover untapped potentials in other economic sectors and thus stimulating economic growth and improved living standard of the people,”

The construction sector has seen a good number of investments especially in roads, bridges residential and non residential blocks. The government as major employer of contractors spends about 60 per cent of the development budget to improve the infrastructure.

At present a growing demand for office and residential spaces places. This is a reflection of revamped business activities. The completion of roads projects currently underway especially in the rural areas, transportation costs will definitely decrease, thus calling for decreased costs of doing business.

According to the National Bureau of Statistics (NBS) Gross Domestic Product third quarter report, the construction industry grew at a rate of 11.2 per cent in the third quarter of 2010 compared to a negative growth rate of 5.4 per cent in the third quarter of 2009.

The growth rate was attributed to an increase in the construction of residential and nonresidential buildings, roads and bridges; and land improvement activities. According to Contractors Registration Board (CRB) involvement of both public and private sectors in the construction industry, numerous projects have been accomplished and there is hope for the sector to do even much better.



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 construction materials 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 **WITT METAL INDUSTRY CO LTD** 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 building materials produced within Tanzania is the major causes of importation of low quality products in Tanzania. It is in view of this that, **WITT METAL INDUSTRY CO LTD** has resolved to assist by providing a solution to stimulate manufacturing sector by increasing supplies and productivity.

WITT METAL INDUSTRY CO LTD 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 construction materials of high quality

2.2 MANUFACTURING SECTOR IN TANZANIA.

Generally, Tanzania has environmental regulations governing the operation of manufacturing industries; operators are required to take 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.

3.0 PROJECT MANAGEMENT

WITT METAL INDUSTRY CO LTD will be under the Management of Managing Director to be appointed based on qualification and will be assisted by managers.

Under this management, WITT METAL INDUSTRY CO LTD is expected to grow steadily from small to medium company producing high quality products serving domestic to neighboring states.

- 4 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

3.1 PROJECT MANAGEMENT POLICY

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

4.0 MARKET ASPECTS

4.1 PRODUCTS

The main products of the proposed project consist of building materials such as iron sheet, tiles and other related products

4.2 MARKETS

Products are for the local markets. As mentioned above, the promoters are well versed in the business with well established market contacts.

4.3 SUPPLY POSITION

Apparently, there is limited production of construction materials of the quality targeted by the company. State of the art technology to be employed will enable the company produce very high quality products

4.5 COMPETITION

Due to the limited and insufficient supply as aforementioned, no stiff competition is foreseen. However, production of sub-standard products or selling at prohibitive prices will immediately shift customers to substitute products.

4.6 DISTRIBUTION

The company expects to establish its own show rooms to facilitate distribution of its products. This will include setting up of a special unit which will be provided with resources to enable it efficiently undertakes the distribution function of the company. The company will also consider appointing wholesalers in regions and districts level

4.7 PROMOTION

Appropriate promotion means will be employed after consultations with promotion experts to enable the company properly promote its products

5.0 ASPECTS OF PROJECT SUSTAINABILITY

The project sponsors having studied market conditions are convinced that the project will be able to operate undisturbed. The growing demand for quality construction materials locally gives them assurance of a steady market.

5.1 QUALITY CONTROL SYSTEM

The required quality control system will be employed ensuring that products produced maintain the same standard

5.2 ENVIRONMENT PROTECTION

The company intends to make environment friendly, the company will save the country's environment in particular and global environment in general.

6.0 FINANCIAL ANALYSIS

6.1 Considerations and Assumptions:

The corporate tax charged is 30% of the profits. Capital investment allowance is 50%. The capital assets are exempted from custom duty

and Value Added Tax. The straight line method to depreciate the project's capital items has been applied.

It is assumed that the major raw material will be procured from local market and other will be imported. Plastic products will be manufactured at the factory. Revenues have been conservatively estimated based on experience of the promoters and trends in the plastic products industry.

6.2 PROJECT INVESTMENT COST

6.3 PROJECT'S INVESTMENT CAPITAL INVESTMENT

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

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

6.3.1 Land and Building

The headquarters of the project and the printing factory will be located at Plot No 197 Mbezi Light Industrial, Kinondoni, Dar es

Salaam. This will serve for both office accommodation and production premises.

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

6.3.2 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.

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

6.3.3 Motor Vehicles

Two (2) 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

6.3.4 Furniture and Fittings

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

6.4.5 Working Capital

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

6.5.6 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.

6.5.7 Other cost

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

6.6 Project Financing Plan

The shareholders of this company will finance the project using 55% equity and 45% loans as shown below.

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

7.0 FINANCIAL ANALYSIS

7.1 Considerations and Assumptions:

Exchange Rate

The exchange rate for the financial analysis has been taken at Tshs. 1,620 = 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.

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

7.2 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 building materials commence from the first year of operation

7.3 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
4 th Year	375,909
5 th Year	5371,970

Schedule 7.3:

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

7.4 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

Schedule 7.4: 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.
VAT Payments	37,841.94	38,446.74	38,988.00	39,349.08	42,051.6
Subtotal Cash Payment	210,233.00	209,260.48	216,600.00	218,606.00	233,620.
CASH FLOW FROM OPERATIONS:	629,767.00	640,739.52	643,400.00	651,394.00	646,380.
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				
NET CASH FLOW FOR PERIOD	629,767.00	640,739.52	643,400.00	651,394.00	646,380.
CASH FLOW START OF YEAR	-	629,767.00	1,270,506.52	1,913,906.52	2,565,30
CASH FLOW AT THE END OF YEAR	629,767.00	1,270,506.52	1,913,906.52	2,565,300.52	3,211,68

7.5 Projected Balance Sheet

The projected Balance Sheet of the projected is shown in the financial statements under same heading. Net worth of the project increases from US\$ 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

Schedule 7.5: PROJECTED BALANCE SHEET " US \$"

	1	2	3	4	5
<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
<u>Long-term Liabilities</u>					
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
<u>Capital and Reserves</u>					
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

8.0 ECONOMIC ASPECTS

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

- The project will involve transfer of technology .
- The project will add more employments, 15 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.

9.0 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

10.0 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 approve 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 103373

I HEREBY CERTIFY THAT

WIT METAL INDUSTRY 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 25TH day of OCTOBER**TWO THOUSAND AND THIRTEEN**
.....
Asst.Registrar of Companies

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

WIT METAL INDUSTRY CO. LIMITED

Incorporated thisday of.....2013

DRAWN BY:

WANG ZHENCAI

(SUBSCRIBER)

P.O. BOX 13017

DAR ES SALAAM.

THE COMPANIES ACT 2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
WIT METAL INDUSTRY CO. LIMITED

TANZANIA
Stamp Duty Sheet
38859 25/10/2013
Stamp Duty Officer

TANZANIA
Stamp Duty Sheet
38859 25/10/2013
Asst. Registrar of Companies

1. The name of the company is "WIT METAL INDUSTRY CO. LIMITED"
2. The Registered office of the Company will be situated in Tanzania.
3. The objects for which the Company is established are:-
 - (a) To carry on the business of buyers, sellers, storers, distributors, importers, exporters and dealers in all kinds of building materials, hardware, gypsum, bricks, cement, steel, corrugated iron sheets, nails, chipboard, hardboard, softboard, plywood, sanitary-ware, wall papers, roofing tiles, flooring tiles, supplying industrial equipment's agricultural implements and equipment's spares of every description, plumbers, decorators, steel fabrication, machine shop, nickel plating, electric plating, making steel windows, doors, frames, roof tresses, wood and wood product including timber.
 - (b) To engage in and carry on the business of manufacturers of and dealers in cement, lime, plasters, clay, whiting, gravel, stone, chipping, minerals, earth, fuel. Artificial stone bricks, tiles, roofing pipes, pottery, earthen wire, as well crushed stones and quarry extraction.
 - (c) To carry on the business of steel sheets, aluminium and other metals and alloys and all kinds of products thereof; to trade market, buy, sell, distribute, grant sub-agencies or otherwise deal with or do any other thing in respect of such metals, alloys or products; and to purchase or otherwise acquire any lands, houses, offices, workshops, buildings and premises, and any fixed and movable machinery, tools, engines, boilers, plant, implements, patterns, stock-in-trade, patents and patent rights, convenient to be used in or about trade or business.
 - (d) To carry on the trades of iron-masters, steelmakers, iron founders, brass founders, tin-plate makers, colliery proprietors, cock manufacturers, miners, smelters, engineers, and workers and dealers in aluminium, copper, brass, silver, steel, tin-plate, German-silver and all other kinds of metals in all their respective branches.
 - (e) To manufacture steel doors, steel windows, steel gates, steel wooden furniture and carry on business of wholesale and retail dealers of and in ironmongery, household fitting and utensils and dealers in hardware and tool of every description.
 - (f) To carry on the business of supplying all kinds of electronic goods and equipment, sale mobile phones and related accessories; computers and accessories, to provide phone calls, fax, telex services, music system, television sets, radio, and similar facilities and provide Internet and E-mail services.

- (g) To engage in and or otherwise carry on the business of textile manufacturers, importers, exporters, buyers, sellers, distributors, suppliers of all kinds of textile materials, commercial goods of kinds and description whatsoever.
- (h) To carry on the business of crop production and be importers, exporters, suppliers, distributors general merchants, sellers, buyers, worldwide traders, wholesalers, retailers, dealers in goods, stores, consumable articles, general merchandise and commodities, rice, maize, tea, jute, bags, corn, sugar, beans, wheat, millet, cashewnuts, groundnuts, cereals, peanuts, cowpeas, yellow gram, green monks, sesame, pyrethrum, wattle, sorghums, sisal, hides, leather products, leather goods, cotton, beeswax, honey, simsim instant coffee, raw coffee, coconuts and coconut products, green peas, food and cash crops including livestock farming of every kind.
- (i) To carry on the business of professional builders/contractors, plumbers, fumigators, lumber merchants, smiths, mechanists, electrical, mechanical ventilating, constructional and sanitary engineers and generally engineering in all its branches and to buy, sell and deal in all kinds of building materials, machinery, plants, tools, implements, accessories and joinery works
- (j) To carry on the business of general merchants, general store-keepers, universal providers, importers, exporters, suppliers, wholesale and/or retail traders, dealers of piecewood, paints, 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.
- (k) To carry on the business as general traders, merchants, importers, exporters, suppliers, stockists, wholesalers, retailers and dealers in all types of electrical goods, spare parts and maintenance, tyres, tubes, tools and accessories for all types of automotive, motor vehicles, timber, fishing gears, groceries, computers, office equipments, cooking oils, foodstuffs, cosmetics, oils, paints, spirits sheets, hinges, screws, iron mongery, textiles piece goods, all types of leather goods, shoes, bags, dealers in manufacturers of footwear, peak caps, rain coats and other similar goods.
- (l) 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.
- (m) To carry on the business of clearing and forwarding agents, commission agents, transporters, freighters, hauliers, customs bonded warehouse and godown keepers, cargo and travel agents, insurance agents, tourist agents, manufacturers' representatives, road contractors, cargo superintendents, packers, machinery haulage specialists, warehousemen, engineers, electricians, motor cars, cabs, omnibus, lorries, oil tank and coach proprietors and transporters, civil transport contractors and transporters by any other means of conveyance of people and goods in Tanzania and the neighbouring countries and in such other place or places as may from time to time be determined by the company, engage in and or otherwise carry on the business as transporters and transport agents, freight forwarders.

- (n) To engage and or carry on the business of general civil works, engineering, constructions, buildings, renovations, office partitioners, decoratories, maintainers of dilapidated buildings, plumbing, furniture manufacturers, suppliers and exporters, residential and office furnishers and general to be designers and fabricators of all kinds of gadgets whatsoever, to be timber processors, sawmillers and suppliers of all kinds of timber, to be hardware and building materials suppliers, manufactures of electrical equipments and suppliers of same.
- (o) To carry on the business of building contractors, mansory and general construction contractors and among other things to construct, execute, carry out, equip, improve, work and advertise railways, tramways, docks harbours, sharves, canals, water-courses, irrigations, reclamations, sewage, drainage and other sanitary works, water, gas, electric and other supply works, houses, building and erections of every kind.
- (p) To carry on the business of household, domestic appliance and electrical goods, wooden or metal settees, chairs, armchairs, shelve, drawers, wardrobes, audio visual goods, electronic items, 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.
- (q) To carry on the business of establishing and running shops, shopping malls, provision stores, supermarkets, department stores, groceries food and shops of all kinds and description and generally to deal with such activities.
- (r) To carry on the business of buyer, sellers, storers and distributors of environmental pesticides, engage in and or otherwise carry on the business of environmental protection and management, financial management, sanitary services, super cleaners, removal treatment contractors, rural, urban and community centers cleaners, landscapers to be professional sanitary services contractors, promoters of health services in governmental departments, offices, companies, public or private institutions, individual and any other organization all over the world.
- (s) To carry on the business buyers, sellers, distributors of dry and refrigerated food stuffs, deal as general food processors, packers, to be general suppliers of foods stuffs and agricultural crops, grain millers, food mixers, general exporters of fresh fruits, vegetables and flowers, to act as agents of buying and selling all kinds of food stuffs, agricultural equipments of every description, and generally to deal in any other business connected therewith.
- (t) To carry on the business of carpeting, interior designers, contractors, and decorators, curtain and sofa set makers, woodwork and furniture dealers, importers, exporters and makers, woodwork and furniture repairs and dealers in household, hotel, hospitals, public residentially and office, camping and gardening furniture, fixtures and fittings and furniture requisites, utensils and trimmings, vehicles, carriage, boat ship, aircraft and rocket furniture fixtures and to publish and sell all types of journals in relation to furniture and woodwork in the United Republic of Tanzania
- (u) To acquire, take over, promote, establish, engage in and carry the business of profession of farmers, planters, harvesters, sprayers, seed growers, glaziers breeders of and dealers of livestock, market gardeners, arboriculturists, agriculturalists, horticulturists, floriculturists, dairymen, vegetable oil extractors, poultry and bee-keepers and any other businesses in connection with floriculture, arboriculture agriculture and horticulture.

- (v) To provide educational services on business, economic, computer skills, accountancy, financial managements studies, capacity building and all other courses.
- (w) To promote tourism in Tanzania and elsewhere and carry on the business of travel agents, tour operators and promoters, to facilitate travelers and organize hunting trips as professional hunters, tented-camps, fishing and diving expeditions, safari promoters and undertakers, generally to arrange and manage hunting safaris, photo safaris, adventure tours, fishing trips, mountain climbing and handling of game trophies and animal skins, catching, harboring, transporting wildlife and marine products of all kind.
- (x) To provide the business of tour operators, travel agents, car rental/hire, tourist agents and contractors, insurance, forwarding and general agents, aircraft and ship owners, charters, hotels, apartment and lodging house keepers, caterers, advertising agents and generally to facilitate traveling and provide for tourists and travelers or promote and provisions of facilities of every description and in particular by means of booking of travel ticket and hotel and lodging accommodation, providing guides, safe deposits, inquiry bureaux and baggage transport and arranging and operating tours.
- (y) To carry on the business of safari contractors, domestic safari operator, travel agents, promoters of tourism, safari organizers and outfitters, organizers of all types of photographic safari, birds shooting safaris and luxury tented safari to all parts of the world and in East Africa by air, sea, rail, cars, buses or any other method of locomotion and to organize big-game fishing and the business of travel bureau or booking offices for all types of tours and safaris and to act as guides, couriers, interpreters and professional safari photographers and the business of motor vehicle hire enterprises offering tour transport facilities both self driven and chauffeur drive.
- (z) To carry on the business and act as managers of investments and investment company, real estate agents, property managers, developers, valuers, decorators, engineers and to generally be able to carry out activities of any description with regards to land, property and real estate, investment in any type of property, buildings, lands, securities, bonds, shares and any property act as a holding company with subsidiaries and invest in any projects as the company may think fit.
- (aa) To carry on the business as manufacturers, principals or agents, representatives of importing, exporting, buying, selling, distributing of new and used motor vehicles, motorcycle, cars, trucks, lorries or other vehicles, motor vehicles spares and parts of all descriptions, railway, fuel and other oils, petroleum of all kinds, tyres and tubes, batteries, battery solution and other spares, accessories, motor cycles, bicycles, tractors, mining equipments, fishing gears, agricultural and industrial machinery and equipments, new and second hand spare parts and accessories and generally to deal in all types of motor spare parts and industrial and agricultural machinery and parts, electronic goods and accessories thereof.
- (bb) To provide consultancy services on business, economic, legal, tax and all financial matters.
- (cc) To carry on all or any business of publishing, printing, distributing and selling of business, management, industrial, scientific, academic, communications, financial, agricultural, social and environmental information technology periodicals, brochures and books and any other reading materials.

- (dd) To carry on all or any of the stationers, printers, lithographers, stereotypes, electrotypes, engravers, photographers, printers, photolithographic, typesetting machine operators, die sinkers, envelope makers, book binders, account book manufacturers, machine, rulers, numerical printers, paper makers, paper baffles and account book makers, box makers, cardboard manufactures, type of founders, photographers, manufacturers, manufacturers of and dealers in playing, visiting, railways, festivals invitation complimentary and fancy cards and valentine, dealers in parchment stamp, agents for payment of stamps and other duties, advertising agents, designers, screen printing T.shirts, stickers, draftsman, manufacture of sellers, publishers and dealers in materials used in the manufacture of paper, cabinet makers, file rack makers and dealers in or manufacturers of any other articles or things of a character similar of analogous to the foregoing or any of them or connected therewith and to deal in the manufacture of and sell by wholesale or retail of school chalks and secretarial services.
- (ee) To engage in and carry out the business of proprietors and managers of food outlet, 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.
- (ff) To conduct training on entrepreneurship development/promotion, organization/management workshops, meeting, conferences, seminars, and symposium and also to do the same to the general public, organization or any specialized group of audience for the aim of exposing the importance, capabilities, advantages and disadvantages of business, management, industrial, scientific, academic, communications, financial, agricultural, social and environmental information technology systems to the economy and social affairs of the country.
- (gg) 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.
- (hh) 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.
- (ii) 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.
- (jj) 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.
- (kk) 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.
- (ll) To accept for safe custody and keep for customers of the company all kinds of securities valuables and things.
- (mm) 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.

- (nn) 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.
- (oo) 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.
- (pp) 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.
- (qq) To draw, make, accept, endorse, discount execute and issue promissory notes, bills of lading, warrants, debentures and negotiable or transferable instruments.
- (rr) 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.
- (ss) 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.
- (tt) 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.

And it is hereby declared that:-



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

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

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

4. The Liability of the Members is Limited.
5. The capital of the Company is Shillings 500,000,000/= divided into 100 shares of Shillings 5,000,000/= each. The Company shall have powers to increase its capital and to divide the shares in its capital for the time being into several classes of stock or shares and to attach thereto respectively such preferential, deferred or special rights, privileges, or conditions as may be determined by or in accordance with the Articles of Association of the Company.




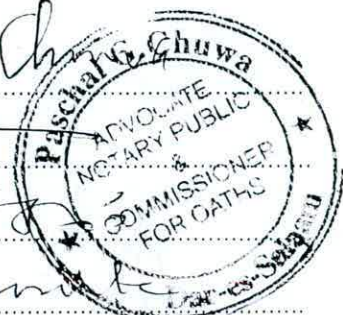
We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN	SIGNATURE
WANG ZHENCAI P. O. BOX 13017 DAR ES SALAAM.	51	
LIU SHU CHEN P. O. BOX 13017 DAR ES SALAAM.	49	

Dated at Dsm this 25 day of Oct 2013

Witness to the above signatures:

Name : _____
 Signature : _____
 Postal Address : _____
 Qualification : _____

P. L. Ch...





THE COMPANIES ACT, 2002
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
WIT METAL INDUSTRY CO. LIMITED
INTERPRETATION

1. In these articles:-

"the Act" means the Companies Act;

"the articles" means the articles of the company;

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"the seal" means the common seal of the company;

"Secretary" shall mean any person appointed to perform the duties of Secretary of the Company; Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photograph, 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 meaning as in the Act or any statutory modification thereof in force at the date at which these articles become binding on 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 while in such employment to be the member of the company) is limited to fifty, provided that where two or more persons hold one or more shares in the company jointly they shall for the purpose of this regulation be 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

MEMBERS

3. The number of members with which the company proposes to be registered is two but the directors may from time to time register an increase of members.

4. The subscribers to the memorandum of association and such other persons as the directors shall admit to membership shall be members of the company.

GENERAL MEETINGS

5. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the company and that of the next.

Provided that so long as the company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place, as the directors shall appoint.

6. All general meetings other than annual general meetings shall be called extraordinary general meetings.
7. The directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by section 133 of the Act. If at any time there are not within the Tanzania sufficient directors capable of acting to form a quorum, any director or any two members of the company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meeting may be convened by the directors.

NOTICE OF GENERAL MEETINGS

8. Every general meeting shall be called by twenty-one clear days' notice in writing at the least. The notice shall specify the place, the day and hour of meeting and, in case of special business, the general nature of that business:

Provided that a meeting of the company shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it so agreed:-

- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representation not less than ninety – five percent of the total voting rights at that meeting of all the members.
9. Subject to the provisions of the articles, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors. The accidental omission to give notice of a meeting to, or the non receipt to notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDING AT GENERAL MEETINGS

10. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the directors and auditors, the election in the place of those retiring and the appointment of, and the fixing of the remuneration of the auditors.

11. 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; two persons, entitled to vote on the business to be transacted, each being a member or a proxy for a member or a duly authorized representative of a corporation, shall be a quorum.
12. If within half an hour from the time appointed for the meeting quorum is not present, or if during the course of a meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the directors may determine.
13. The Chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the general meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the directors present shall elect one of their members to be chairman of the meeting and, if there is only one director and willing to act, he shall be chairman.
14. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be a chairman of the meeting.
15. 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 which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice of the adjourned meeting shall be given specifying the time and place of the meeting and the general nature of the business to be transacted. 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.
16. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands demand):-
- (a) by the chairman; or
 - (b) by at least (three) members present in person or by proxy; or
 - (c) by any member or members present in person or by proxy and representing not less than one – tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to the effect in the book containing the minutes of proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may, before the poll is taken, be withdrawn.

17. Except as provided in article 18, if a poll is duly demand it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demand.

- 18. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.
- 19. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time as the chairman of the meeting directs, and any business other than upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 20. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall have effect as if it had been passed at a general meeting duly convened and held, and consist of several instruments in the like form each executed by or on behalf of one or more member.

VOTE OF MEMBERS

- 21. Each share shall constitute one vote.
- 22. A member in respect of whose estate a manager has been appointed under section 26 of the Mental Diseases Act, may vote, whether on a show of hands or on a poll, by his said manager, and any such manager may, on a poll, vote by proxy.
- 23. No member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the company have been paid.
- 24. On a poll votes may be given either personally or by proxy.
- 25. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or, if the appointer is a corporation, either under sea) or under the hand of an officer or attorney duly authorized. A proxy need not be a member of the company.
- 26. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the company or at such other place within the Territory as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting of adjourned meeting at which the per son named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
- 27. An instrument appointing a proxy shall be in the following form or a form as near hereto as circumstances admit:-

".....Limited

I/We of, being a member/ members of the above – named company, hereby appoint, of or failing him of, as my/our proxy to vote for me/us on my/or behalf at the {annual or extraordinary, as the case maybe} general meeting of the company to be held on the day of201....., and at any adjournment thereof.

Signed this day of,201....."

28. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"..... Limited
I/We of, being a member/members of the above named company, hereby appoint of of or failing him of, as my/our proxy to vote for me/us on my/our behalf at the {annual or extraordinary, as the case may be} general meeting of the company to be held on the day of 201....., and at any adjournment thereof.

Signed this day of, 201"

This form is to be used* in favour of/against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit.

*Strike out which ever is not desire"

29. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

30. A vote given in accordance with the terms of an instrument of proxy, or poll demanded by proxy, or by the duly authorized representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at its registered office (or at such other place at which the instrument of proxy was duly deposited) before the commencement of the meeting or adjourned meeting at which the proxy is used.

CORPORATIONS ACTING BY REPRESENTATION AT MEETINGS

31. Any corporation which is a member of the company may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the company, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the company.

DIRECTORS

32. The Number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum of association or a majority of them and until such determination the signatories to the Memorandum of Association shall be the first directors. Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall be not less than two.

33. The following persons shall be first Directors to the Company:-

1. LUO ZHENG
2. LIU XIAO JING

34. The remuneration of the directors shall from time to time be determined by the Company in general meeting. Such remuneration shall be deemed to accrue from day to day. The directors shall also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the company or in connection with the business of the company.

BORROWING POWERS

35. The director may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking and property, or any 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 any third party.

POWERS AND DUTIES OF DIRECTORS

36. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the directors, who may exercise all the powers of the company, shall manage the business of the company. No alteration of the memorandum or articles and no such directions shall invalidate any prior act of the directors, which would otherwise have been valid. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
37. The directors may by power of attorney appoint any person to be the attorney or agent of the company for such purposes and on such conditions as they determine, including authority for the attorney or agent to delegate all or any of his powers.
38. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the directors shall from time to time by resolution determine.
39. The directors shall cause minutes to be made in books provided for the purpose:-
- (a) of all appointments of officers made by the directors;
 - (b) of the names of the directors present at each meeting of the directors and of any committees of the directors;
 - (c) of all resolutions and proceedings at all meetings of the company, and of the directors, and of committees of directors.

DISQUALIFICATION OF DIRECTORS

40. The office of director shall be vacated if the directors:-
- (a) Without the consent of the company in general meeting holds any other office of profit under the company; or
 - (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) Ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director; or
 - (d) Becomes of unsound mind; or
 - (e) Resigns his office by notice in writing to the company; or
 - (f) Is directly or indirectly interested in any contract with the company and fails to declare the nature of his interest in manner required by the Act.

A director shall not vote in respect of any contract in which he is interested or any matter arising thereat, and if he does so vote shall not be counted.

41. The company may by ordinary resolution appoint a person who is willing to act as director to fill a vacancy or be an additional director.
42. The directors may appoint a person who is to act to be a director, either to fill a vacancy or as an additional director, but so that the total number of directors shall not at anytime exceed the number fixed by or in accordance with these articles. Any director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election.
43. The company may by ordinary resolution, of which special notice had been given in accordance with section 144 of the Act, remove any director before the expiration of his period of office notwithstanding anything in the article or any agreement between the company and such director. Such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him and the company.
44. The company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding article. Without prejudice to the powers of the directors under article 40 the company in general meeting may appoint any person to be a director either to fill a vacancy or as an additional director.
45. Subject to the provisions of the articles, the directors may regulate their meetings as they think fit. Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting of directors to any directors who are absent from Tanzania.
46. The quorum necessary for the transaction of the business of the directions may be fixed by the directors, and unless so fixed shall be two.
47. The continuing directors may act notwithstanding any vacancy but, if and so long as their number is reduced below the number fixed by or pursuant to the articles of the act for the purpose of increasing the number of directors to that number, or summoning a general meeting of the company, but for no other purpose.
48. The directors may appoint one of their members to be the chairman of the board of directors and determine the period of which he is to hold office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if no such chairman is appointed, or if he is unwilling to preside, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their member to be chairman of the meeting.
49. The directors may delegate any of their powers to any committee consisting of one or more directors; any committees so formed shall in the exercise of the powers so to any such regulations, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

50. All act done by a meeting of the directors or of a committee of directors or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director, or that any of them were disqualified from holding office, or hand vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and was entitled to vote.

51. A resolution in writing signed by all the directors entitled to receive notice of a meeting of the directors, or of a committee of directors, shall be as valid and effectual as if it had been passed at a meeting of the directors or {as the case may be} a committee of directors duly convened and held, and may consist of several documents in the like form each signed by one or more directors.

SECRETARY

52. The Secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

53. A provisions of the Act or these articles 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

54. The seal shall only be used by the authority of the directors or of a committee of the directors authorized by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

55. The directors shall cause proper books of account to be kept with respect to:-
(a) all sums of money received and expended by the company and the matters in respect to which the receipt and expenditure takes place;
(b) all sales and purchase of goods by the company; and
(c) the assets and liabilities of the company.

Property books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and air view of the state of the company's affairs and to explain its transactions.

56. The books of account shall be kept at the registered officer of the company, or subject to section 151 (4) of the Act, at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.



57. No member shall (as such) have right of inspecting any accounting records or other book or document of the company except as conferred by statue or authorized by the directories or by ordinary resolution of the company.

58. The directors shall from time to time in accordance with sections 153,155 and 150 of the Act, cause to be prepared and to be laid before the company in general meeting, such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

59. In accordance with section 164 of the Act, the copy of the company's annual accounts to be laid before the company in general meeting together with a copy of the directors' report and the auditors shall not less than twenty – one days before the date of the meeting be sent to every member of, and every holder of debentures of, the company. Provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the company is not aware or to more than one of the joint holders of any debentures.

AUDIT

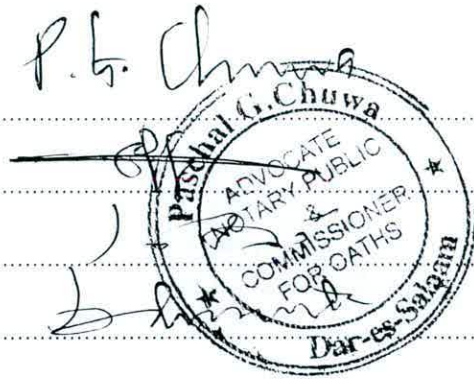
60. Auditors shall be appointed and their duties regulated in accordance with sections 170 to 179 of the Act.
61. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of directors need not be in writing. The company may give any notice to a member either personally or by sending it by post in a prepared envelope addressed to the member at his registered address, or by leaving it at that address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected at the expiration of seventy – two hours after the letter containing the same was posted. A member whose registered address is not within the Tanzania and who gives to the company an address within the Tanzania at which notices may be given him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN	SIGNATURE
WANG ZHENCAI P. O. BOX 13017 DAR ES SALAAM.	51	
LIU SHU CHEN P. O. BOX 13017 DAR ES SALAAM.	49	

Dated at Dsm this 25 day of Oct. 2013

Witness to the above signatures

Name : _____
 Signature : _____
 Postal Address : _____
 Qualification : _____





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

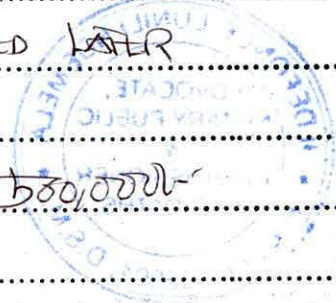
(No. 26 of 1997)

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 WANG ZHENCAI
(director/directors/agent of WIT METAL INDUSTRY CO. LTD
(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 MBEZI LIGHT INDUSTRIAL AREA, KINONDONO, 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 MBEZI LIGHT INDUSTRIAL AREA DSM
4. The Principal Officers of the Company are 1) WANG ZHENCAI
2) HU SHU CHUN
5. Auditors of the Company are TO BE APPOINTED LATER
6. The authorized share capital of the Company is Tshs./US\$ 500,000/-



7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 180,000
8. The month and day of the financial year end is 31st DECEMBER

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

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

I, WANG ZHENXI of Post Office Number P.O. Box 1307

DSM do solemnly and sincerely declare that I am a director/duly authorized agent of WIS METAL INDUSTRIAL LTD

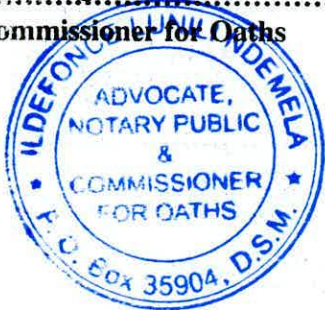
AND that all the requirements of the Tanzania Investment Act, 1997 in respect of matters precedent to the registration of the business enterprise under the Act and incidental thereto have been complied with, **AND I** make this solemn declaration conscientiously believing the same to be true.

Declared at Dar es Salaam }
 The 28th day of October 2013 }

Applicant


Before me:


 Commissioner for Oaths



APPLICATION SUMMARY

Company Name: WIT METAL INDUSTRIAL CO. LTD

Certificate of Incorporation Number: 103373 Status: NEW

Certificate of Incorporation Date: 25 OCT. 2013

Post Box: 13017

Town: DAR ES SALAM

Sector: MANUFACTURING Sub-Sector: BUILDING MATERIAL OF IRON SHEET

Investment Financing Plan in Million US\$/Tshs.

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

Project Objectives: TO ESTABLISH MANUFACTURING OF BUILDING MATERIALS OF IRON SHEET, TILES AND OTHER RELATED PRODUCT PROJECT.

Capacity: 50 TONS PER DAY

Employment: Foreign: 3 Local: 12 Total: 15

Implementation Period: 3 YEARS

Project Location

Site/Plot/Block No.: Plot No Plot 197

Street: MUBEZI District: KINSHUKU Region: DAR ES SALAM

(Attach sketch map showing project location)

Shareholders	Nationality	%
<u>WANG ZHENGLI</u>	<u>CHINESE</u>	<u>51%</u>
<u>LIU SHU CHAN</u>	<u>CHINESE</u>	<u>49%</u>
.....
.....
.....

Investment Breakdown US\$/Tshs.M

Land/Building	15,000/-
Plant	250,000/-
Vehicles	80,000/-
Furniture & Fittings	60,000/-
Pre-expenses	70,000/-
Others	20,000/-
Working Capital	55,000/-
TOTAL	500,000/-

Contact Details:

Name: WANG ZHE NEA Title: DIRECTOR
Telephone: +255719 98 8231 Fax:
Email:

Payments to be made payable to:

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

SKETCH MAP SHOWING PROJECT LOCATION

