

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (hereinafter referred to as: "MoU") constitutes the agreement between:

THE EAST AFRICAN CHAMBER OF COMMERCE INDUSTRY AND AGRICULTURE (hereinafter referred to as: "EACCIA") represented by the Mr. James N. Mureu, the CHAIRMAN of EACCIA, City House, 4th Floor, Wabera Street, P.O.Box 35104-00200 Nairobi, Kenya

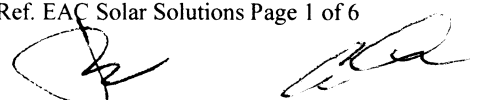
AND

ERGON SOLAIR LLP, (hereinafter referred to as: "ES"), a partnership established in compliance with the Laws and Regulations of the UNITED KINGDOM, Registration number at House of Companies #OC347400. Registered office 114-115 Tottenham Court Road, Midford Place, London, UK, W1T 5AH; Executive office in 10F 176 Sung Deh Road Xin Yi District Taipei Taiwan R.O.C.; represented by the company Chief Executive and Chairman Mr. Lorenzo L. Colacicchi

(Separately referred to as "Party" and jointly referred to as "Parties").

Whereas:

- ES is as American – Taiwanese partnership, established under the laws of the United Kingdom;
- ES, in cooperation with International EPC's, global leaders in PV technology and investors, identifies, promotes and develops investment opportunities, particularly in the area of utility scale and microgrid solar power solutions;
- ES plans to develop and implement photovoltaic power plants in East Africa for a total of 2000 MWs within 2020 using tier one grade components;
- The East African Chamber of Commerce, Industry and Agriculture (EACCIA) is an organization which was established and owned by the three national chambers, namely, the Kenya National Chamber of Commerce and Industry (KNCCI), the



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Uganda National Chamber of Commerce and Industry (UNCCI) and Tanzania Chamber of Commerce, Industry and Agriculture (TCCIA).

- The Mission of EACCIA is to strengthen the private sector in East Africa through influencing policy at national and community level, supporting national chambers and strengthening cooperation and partnership between the public and private sectors across the East African Community.
- EACCIA intends to Cooperate in assisting the Government of Kenya in achieving the goals it has set forth in the Vision 2030 plan for the provision of affordable electricity.
- Ergon Solair and EACCIA, in cooperation, aim to stimulate and assist the members of the EACCIA to participate proactively in creating and implementing solar energy solutions for their energy needs. The Cooperation will jointly support the Governments of the nations that are members of EACCIA by offering advise and transferring information relative to solar solutions that can contribute to increasing the energy availability for the urban and rural economic activities.
- The Government of Kenya intends to implement 5000 MWS of electric production capacity in the next 5 years.
- The availability of solar electricity can contribute extensively to lowering the overall cost of industrial and agricultural productions and thereby attract investment in these sectors.
- Solar technology can be adopted to produce energy in the locations where it is needed.
- EACCIA believes that it is in the best interest of its Members to work hand in hand with Ergon Solair to facilitate the development and implementation of investment opportunities in photovoltaic energy in the East African Community.

The Parties have agreed as follows:

Article 1

Definitions:

“The Project” means the cooperation between the Parties in assisting the members of EACCIA to implement solar energy solutions.

“MoU” means this Memorandum of Understanding.

Article 2

The purpose of this MoU is to establish a cooperation between the parties.

Article 3

EACCIA, within its competence and in accordance with the applicable laws and regulations, is ready to support this Project in the following manner;

- Promote the solar initiatives proposed by Ergon Solair to its members;
- Promote the solar initiatives proposed by Ergon Solair to East African institutional and private investment entities;
- Promote the solar initiatives proposed by Ergon Solair to the rural development organizations of East Africa;
- Ergon Solair, within its competence is ready to support the Project in the following manner:
 - Provide proposals of solutions based on solar technology for the production and delivery of electricity to rural off-grid areas;
 - Provide proposals of utility scale solutions based on solar technology that increase the general East African electricity production;
 - Provide proposals for the support of irrigation for food production.

Article 4

1. This MoU shall enter into force upon signature.

2. The MoU shall be considered terminated if:

- A Party may by notice in writing unilaterally terminate this MoU if a breach has occurred and the Party in breach has not provided an acceptable plan to remedy the breach within 30 days of receiving such written notice by certified mail from the claiming Party.

Contact information for all correspondence under this MoU shall be as follows unless notice is given of any change of address.

EACCIA:

East African Chamber of Commerce Industry and Agriculture
City House, 4th Floor,
Wabera Street, P.O.Box 35104-00200
Nairobi, Kenya

Ergon Solair LLP:

10F 176 Sung Deh Road Xin Yi District Taipei Taiwan R.O.C.

A breach caused by a force majeure incident (as defined by the international chamber of commerce) shall not be cause for termination of this MoU.

Article 5

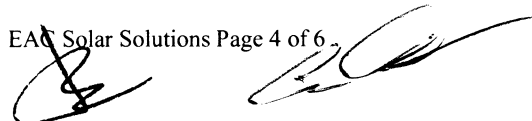
Each Party shall bear its own costs and expenses incurred in relation with entering into this MoU.

Article 6

ES may assign all the rights, benefits, obligations and liabilities resulting from this MoU to any East African Special Purpose company (with majority owned by ES and/or by one of its directors, and with the participation of local East African partners).

Article 7

ES and EACCIA may, jointly or individually, without need of authorization from the other Party, publicly announce the existence of this agreement and of its contents.



Article 8

The law that shall apply to this MoU shall be the law of the Republic of Kenya. All provisions of this MoU shall conform to the applicable laws and regulations of Kenya.

Article 9

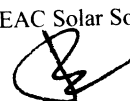
If any dispute shall arise out of or in connection with the MoU either Party shall attempt to reach an amicable settlement. Failing an amicable settlement, such dispute shall be determined by the courts of England.

Article 10

The present MoU has been made in 2 (two) equally authentic copies, in the English language, and each Party shall retain a copy thereof.

This MoU is composed of 6 pages and is signed in Nairobi, on theday of October,..... 2013.

(EXECUTION PAGE FOLLOWS)



**THE EAST AFRICAN CHAMBER
OF COMMERCE INDUSTRY &
AGRICULTURE**



**Mr. James N. Mureu
Chairman EACCIA Board**

ERGON SOLAIR LLP



**Lorenzo L. Colacicchi
Chairman & CEO**