

THE COMPANIES ACT 2002
COMPANY LIMITED BY SHARES
MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
VICTORIA PERCH LIMITED

Incorporation at this Day of 2010.



Drawn by:
Sridhara Annappa,
P.O. Box 1614,
Mwanza.

Stamp Duty Officer
25000
36/9/2020

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

Memorandum of Association

of

VICTORIA PERCH LIMITED

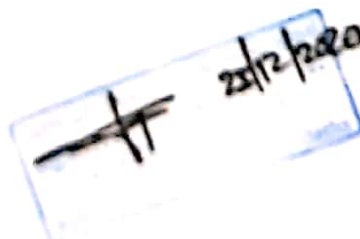
Stamp Duty Officer
25000
36/9/2020

1. The name of the Company is "VICTORIA PERCH LIMITED
2. The Registered Office of the Company will be situated in the United Republic of Tanzania.
3. The objects for which the Company is established are:-
 - a) To carry on the business of general traders and import, export and deal in fish whether dried or fresh or frozen, prawns, sea foods, fruits, poultry, whether treated or alive. meat livestock and generally to do general export and import business.
 - b) To carry on the business of fishing and marine products of all sea and lake products, and to own, hire or deal in any fishing crafts, trawlers, and cold storage for storing fish and marine products, and to process, sell locally, and export to foreign countries all type of shi, shrimps, lobsters, and dried, smoked, salted canned or frozen fish, beche-de-mer, fish maws.
 - c) To undertake and engage in the establishment of fishing industry, fishfarming and undertake marine activities, processing, packing, buying, selling, distribution, supplying and marketing of fish, sea food, sea-weed and all marine and lake products of all kinds.
 - d) Undertake Fresh Nile Perch and Frozen Nile Perch processing and export (fillet, h & g portions, loins, steaks, kibbling).
 - e) To Process Value Added products, export and sell of the products. To undertake Fresh and Frozen tilapia processing and export it. To buy maws-processing sell and export ii.

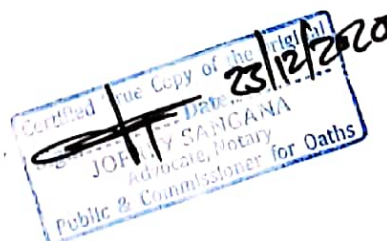
Certified True Copy of the Original
Date: 23/12/2020
JOHNEY SANGANA
Advocate, Notary
Public & Commissioner for Oaths

- f) To carry on the business of trading and marketing including export of all fresh foods, frozen foods, dried foods, sea foods, fish, prawns and all kinds of marine products, and to buy, sell, get work, shape, hew, carve, polish, crush, and prepare for market or use stones of all kinds, and to deal in all kinds of flowers, coffee, cotton, coca, sisal, tea, coconut and copra, coconut fibre, and raffia fibre, cincoha, flax grain, fruits and foodstuffs, milk and dairy products, rice, paddy, wheat, millet, all kinds of agricultural produce and other merchandise.
- g) To carry on the business of and dealers in ice, ice blocks, pyrogen free water, distillers, aerated and mineral waters and other soft drinks, fresh juice and to deal in commodities of all kinds.
- h) To purchase, hire, or otherwise acquire and hold ships and vessels, and to carry on all or any of the business of shipowners, freight contractors, general carriers by land and water and any other business let on hire, repair, alter and deal in machinery component parts, accessories and fitting.
- i) To purchase or otherwise acquire, workshops, buildings and premises and nay fixed and movable machinery, tools, engines, boilers, plant, implements, patterns, stock in trade, patents and patent right, convenient to be used in or about the trade or business of engineers, founders, smith or merchants.
- j) To import, purchase or otherwise acquire all necessary machinery and equipment and raw materials and accessories for the business of the Company.
- k) To carry on the business of importers, dealers and distributors of oil, kerosene, petrol, motor sprit mineral oil, crude oil, petroleum, lubricating oil, grease and all other kinds of mineral and petroleum products.
- l) To sell or dispose of the undertaking any property of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other Company having objects altogether or in part similar to those of this Company.
- m) To carry on the business of wholesale or retail of automotive spares and parts of all description, tyres and tubes, batteries, battery solution and all other spares, accessories and goods as may be conveniently sold therewith all things capable of being used therewith or in the maintenance, repair and manufacture thereof
- n) To carry on the business of saw mills and the preparation of timber for market and the manufacture of and dealing in all articles made of or principally made of wood.

- o) To construct, erect, maintain and alter any building, machinery plant work necessary or convenient for the purpose of the Company.
- p) To undertake and execute any contracts for work involving the supply or use of any machinery and to carry out any ancillary or other work comprised in such contracts, carrying passengers and goods in Tanzania.
- q) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or conveniently for the purpose of its business and in particular land, buildings, easements, machinery, plant and stock-in-trade.
- r) To invest and deal with moneys of the Company not immediately required upon such securities and in such manner as the Company may from time to time determine.
- s) To remunerate any person or Company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of the shares in the Company's capital or any debentures or other securities of the Company or the conduct of its business.
- t) To distribute any part of the property of the Company in specie among the members.
- u) To lend and advance money and give credit to such persons or Companies as may seem expedient and in particular to members of the Company and customers and others having dealing by such persons.
- v) To draw, make, accept, endorse, discount, execute and issue cheques, promissory note, bills of lading, warrants, debentures and other negotiable or transferable instruments, and also bill of exchange.
- w) To issue, or guarantee the issue of, or the payment of interest on the shares, debentures, debenture stock, or other securities or obligations of any company or association and to pay and provide for brokerage, commission and underwriting, in respect of any such issue.
- x) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees or otherwise alone or in conjunction with others.
- y) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

 23/12/2020

- z) To establish depots and agencies in different parts of the word for the purpose of carrying any or of all the business of the Company.
- aa) To carry on the business of general merchants, general storekeepers, universal providers importers, exporters and wholesale and / or retail traders of or otherwise dealers of and in cotton, silk and woolen goods and textile fabrics of all kinds.
- bb) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company, or which the Company shall consider to be in the nature of preliminary expenses including there in the cost of advertising, commissions for underwriting, brokerage, printing and stationery and expenses attendant upon the formation of agencies and local boards.
- cc) To enter into any arrangements and contracts with Government of Authorities (Supreme, municipal, Local or otherwise) or any corporations, companies or persons, having objects that may seem conducive to the Company's object or any of them and to obtain from any such Government Authority, Corporation, Company or person any characters, contracts, decrees, rights, privileges and concessions.
- dd) To purchase, take on lease, option or licence, exchange or otherwise acquire in any part of the world, prospecting rights and contracts, leases, options, mineral properties, grants, concessions, charters, privileges, licences or authorities of and over mines, land and mineral or other properties either absolutely or conditionally.
- ee) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debenture stock certificates or other securities perpetual or otherwise charged upon all or any other Company's rights and property (Present and Future) concluding any uncalled capital or without any such security and to purchase, redeem or pay off any such security or loan.
- ff) To amalgamate with, or enter into partnership or into any arrangement for sharing profits, union of interest, co-operation joint venture reciprocal concession or otherwise with any person or company carrying on or engaged in, or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in any business or transaction capable of being conducted so directly or indirectly to benefit this Company. And to take or otherwise acquire shares and securities of any such Company, and sell, hold, re-issue with or without guarantees, or otherwise deal with the same.



- gg) To promote another Company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- hh) To pay the expenses of any preliminary and incidental to the promotion, establishment and registration of the Company or of any other Company promoted, formed, established or registered by the Company and all brokerage, discount and other expenses lawfully payable which may at any time and from time to time be deemed expedient for taking, placing or undertaking all or any of the shares or debentures or other obligations of the Company as promoted, formed, established or registered by the Company.
- ii) To obtain all powers and authorities necessary to carry out or extend any of the above subjects.


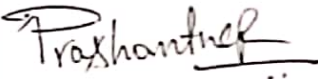
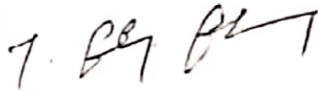

The objects set forth in any sub-clause shall not, except when the context expressly so required, be in anywise limited or restricted by reference to or inference from the terms of any sub-clause or by the name of the Company. Non of such sub-clause or other objects therein specified of the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the Company shall have full power to exercise all or any of the power conferred by any part of this clause in any part of the world and notwithstanding that the business undertaking, property or performed do not fail within the objects of the first sub-clause of this clause.

AND it is hereby declared that the word "COMPANY" in this clause shall be deemed to include any partnership or other body of persons, whether incorporated and whether domiciled in East Africa or elsewhere and the intention is that the object specified in each paragraph of this clause shall except where otherwise expressed in such paragraph be independent main object and shall in no wise be limited or restricted a reference to or inference from the terms of any other paragraph for the name of the a reference to or inference from the terms of any other paragraph for the name of the Company.

- jj) The liability of the members in limited
- kk) The initial capital is Shs. 1,000,000,000/= divided into 1,000 shares of Shs. 1,000,000/= each and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restriction or conditions.

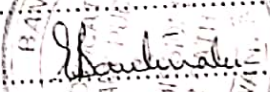


WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of share in the capital of the Company set opposite our respective names.

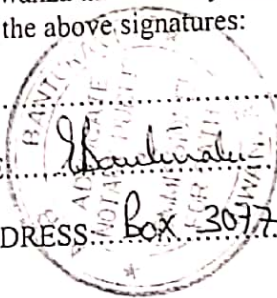
NAMES, ANDDRESSES AND DESCRIPTION OF SUBCRIBERS	NUMBER OF SHARES TAKEN	SIGNATURE
SRIDHARA ANNAPPA, P.O. Box 1614 MWANZA.	20	
PRASHANTH GONIWADA RUDRAPPA, P.O. Box 1614, MWANZA.	45	
SUNDEEP SHENOY MYSORE, P.O. Box 1614, MWANZA.	25	
JAGDISH CHANDRA BANDI REDDY, P.O. Box 1614, MWANZA.	10	
	100	

DATED at Mwanza this 19th day of July 2010.
WITNESS to the above signatures:

NAME:.....

SIGNATURE:.....


POSTAL ADDRESS:..... Box 3077 Mwanza



Stamp Duty Paid
 500/-
 30/09/2010

Stamp Duty Paid
 500/-
 30/09/2010

THE COMPANIES ACT, 2002
 PRIVATE COMPANY LIMITED BY SHARES

Articles of Association
 Of

VICTORIA PERCH LIMITED

- The regulations in Table "A" in the First Schedule to the Companies Act, 2002 (Cap. 212) shall not apply to the Company.
- In these presents, if not inconsistent with the subject or context, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof.

Table "A" Not to Apply

WORDS	MEANINGS
The Act	The Companies Act, 2002 (Cap 212), and every other enactment for the time being in force concerning companies and affecting the Company.
These presents	These Articles of Association, as now framed, or as from time to time altered by Special Resolution.
Office	The Registered Office of the Company.
Seal	The Common Seal of the Company.
Month	Calendar month.
Year	Calendar year.
Writing	Unless the contrary intention appears, "writing" shall be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

True Copy of the Original
 Date: 21/2/2020
 JOHNEY SANGANA
 Advocate, Notary
 Public & Commissioner for Oaths

Dividend

Dividend and/or bonus.

The expressions "Debenture" and "Debenture holder" shall include "Debenture Stock" and "Debenture Stockholder", and the expression "Secretary" shall include a temporary or assistant Secretary and any person appointed by the Directors to perform any of the duties of the Secretary.

Save as aforesaid any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

The marginal notes are inserted for convenience only and shall not affect the construction of these presents.

Words importing the singular number only shall include the plural and the converse shall also apply.

Words importing males shall include females.

3. The Company is a private Company and accordingly:-

Private Company

- (a) the right to transfer shares is restricted in manner hereinafter prescribed.
- (b) the members of the company (exclusive of persons who are in the employment 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 Article, be treated as a single member;
- (c) any invitation to the public to subscribe for any shares or debentures of the company is prohibited;
- (d) the Company shall not have power to issue share warrants to bearer.

Share Capital

SHARE CAPITAL

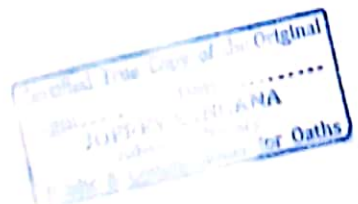
4. The Share Capital of the Company at the date of registration of these Articles is Tanzania Shillings One Billion (Tshs. 1,000,000.00) divided into One Thousand (1,000) shares of Tanzania Shillings One Thousand (T.Shs. 1,000,000) each

Company's own shares
not to be purchased



CALLS ON SHARES

16. The Directors may from time to time make calls upon the Members in respect of any moneys (whether on account of the amount of the shares or by way of premium) unpaid on their shares, provided that (except as otherwise fixed by the conditions of application or allotment) no call on any shares shall exceed one-fourth of the nominal amount of the share or be payable at less than fourteen days from the last call, and each Member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.
17. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed. A call may be made payable by installments. Time when made
18. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. Liability of joint holders
19. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding Ten per cent (10%) per annum, as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part. Interest on calls
20. Any sum which by the terms of issue of a share becomes payable upon allotment or at any fixed date, whether on account of the amount of the shares or by way of premium, shall for all the purposes of these presents be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these presents as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. Sums due on allotment to be treated as calls
21. The Directors may from time to time make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the times of payment. Power to differentiate
22. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys unpaid upon the shares held by him beyond the sums actually called up thereon as a payment in advance of calls and such payment in Payment of calls in advance



advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is advanced, and upon the moneys so received, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which it has been received the Company may pay interest at such rate as the Member paying such sum and the Directors agree upon.

TRANSFER OF SHARES

23. (a) Subject to the restrictions of these presents, all transfers of shares may be effected by transfer in writing in the usual common form or in any other form in writing under hand approved by the Directors. Form of transfer
- (b) The instrument of transfer of a share shall be in writing and shall be signed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof, provided that the Directors may dispense with the execution of the instrument of transfer by the transferee in any case in which they think fit in their discretion so to do. Execution
24. The Director may, subject to compliance with the requirements of the Act as to advertisement, suspend the registration of transfers at such time and for such periods as they may from time to time determine, but so that such registration shall not be suspended for more than Thirty days in any year. Director's refusal to register, and closing register
25. All instruments of transfer, which shall be registered, shall be retained by the Company but any instrument of transfer, which the Directors may decline to register, shall on demand be returned to the person depositing it with the Company. Custody of instruments of transfer
- The Directors may decline to recognise any instrument of transfer unless:-
- (a) Such fee, as the Directors may from time to time require, is paid to the Company in respect thereof; and
- (b) The instrument of transfer is deposited at the Office or such other place as the Director may appoint, accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.



71. An instrument of proxy may be in the usual common form or in such other form as the Directors shall prescribe. The proxy shall be deemed to include the right to demand, or join in demanding, a poll, and shall (except and to the extent to which the proxy is specially directed to vote for or against any proposal) include power generally to act at the meeting for the Member giving the proxy. A proxy, whether in the usual or common form or not shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates, and need not be witnessed.
72. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or revocation of the proxy, or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Power of Directors to hold offices of profit and to contract with Company

DIRECTORS

73. Unless and until otherwise determined by the Company in a General Meeting the Directors shall not be less than two nor more than Three in number. The first directors of the Company shall be:-
1. SRIDHARA ANNAPPA
 2. PRASHANTH GONIWADA RUDRAPPA
 3. SUNDEEP SHENOY MYSORE
74. The Directors shall be paid out of the funds of the Company by way of remuneration for their services, such sum as the Company in General Meeting may from time to time determine. The Directors shall also be paid all reasonable travelling, hotel and other expenses incurred by them in connection with attending and returning from Board Meetings or otherwise in connection with the business of the Company.
75. Any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which, in the opinion of the Board, are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine, which shall be charged as part of the Company's ordinary working expenses.
76. The office of a Director shall be vacated in any of the following events, namely:-



WINDING-UP

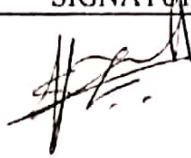
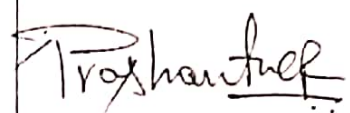
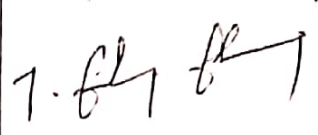

124. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the Court), the liquidator may with the authority of a Special Resolution, divide among the Members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.

Indemnity of
Directors and
officers or servants

INDEMNITY

125. Subject to the provisions of the Act every Director, Managing Agent, Auditor, Manager, Secretary or officer or Servant of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.
126. No Directors, Managing Agent, Auditor or other officers of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer, or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency or any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by any error of judgement, omission, default or oversight on his part, or for any other loss, damages or misfortune whatsoever which shall happen in relation to the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

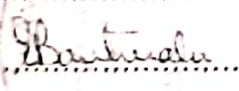


NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN	SIGNATURE
SRIDHARA ANNAPPA, P. O. Box 1614, MWANZA..	20	
PRASHANTH GONIWADA RUDRAPPA, P.O. Box 1614 MWANZA.	45	
SUNDEEP SHENOY MYSORE, P.O. Box 1614, MWANZA.	25	
JAGDISH CHANDRA BANDI REDDY, P.O. Box 1614, MWANZA.	10	
	100	

DATED at Mwanza this 19th day of July 2010

WITNESS to the above signatures:

NAME:.....

SIGNATURE: 

POSTAL ADDRESS: Box 3077 Mwanza

