

THE COMPANIES ACT (No 12 OF 2002)

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

MKALI COMPANY LIMITED

Incorporated this _____ day of _____ 2019



DRAWN BY:
MINGYUE XIAO
(SUBSCRIBER)
DAR ES SALAAM

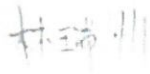
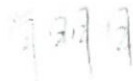
In furtherance of the foregoing objects, the Company shall have the following powers:

- (h) To carry on and undertake trading business of all sorts and to act as indentors, importers, exporters, traders, suppliers and commission agents of products, commodities and materials, in any form or shape manufactured or supplied by any company, firm, association of persons, body, whether incorporated or not, individuals, Government, Semi- Government or any local authority.
- (i) To carry on the business of general and common carriers by land, car and water, railway, aircraft, shipping and forwarding agents, haulage contactors and warehousemen, proprietors and hirers of vehicles of all kinds howsoever propelled for use on land or water or in air including minibuses, motor cars, motor vans, taxis motor lorries, motor cycles of every description.
- (j) To advertise all or any of the services of the Company in any way thought advisable, including the posting of bills in relation thereto, and the issue of books, pamphlets and price lists and conducting of competitions and giving of prices thereof.
- (k) To acquire by purchase, lease, exchange or otherwise, whether in possession or in reversion, and whether vested or contingent, lands, houses, buildings, offices, workshops, premises and any fixed and moveable machinery, tools, engines boilers, plant, implements, patterns, stock-in-trade, patents and patent rights, and here ditaments, tenements and here ditaments of any tenure, whether subject or not to any charges, encumbrances, and to hold or to sell, let, alienate, mortgage, charge or otherwise deal with all or any of such lands, tenements or here ditaments for the betterment of the objects of the company.
- (l) To enter into any guarantee contract of indemnity of surety ship and in particular (without prejudice to the generality of the foregoing) to guarantee the payment of any principal moneys, premia, interest and other moneys secured or payable under any obligation or securities and the payment of dividends and premia on, and the repayment of the capital of stocks and shares of all kinds and descriptions.
- (m) To act and carry on the business as commissioned and del credere agents, manufactures and commercial, representatives (whether local or otherwise) distribution agents, brokers, factors, advertising contractors and agents and to undertake market research and sales promotion for products of every kind whether manufactured in Tanzania or elsewhere and to carry on any other business which may be usefully carried on in connection with such business and to carry on any other business which may be usefully carried on in connection with such business, property and liabilities of any person or company carrying on such business and any business that may be usefully carried on in connection therewith.
- (n) To develop, improve and utilize any land acquired by the Company, or in which the Company is interested and layout and prepare the same for building, roads, and conveniences and to plant, pave, drain, maintain, let on building, agreement on any such land, advance money to, and enter into contracts and arrangement of all kinds with builders or tenants of and other interested in any such land.
- (o) To carry on any business which may seem to the company capable of being conveniently carried on in connection with any of the business of the company or calculated directly or indirectly to enhance the value of or render profitable any of the company's rights.

purposes within the objects of the Company and to conduct any part of the purposes within and carry on or liquidate and wind up, any such business;

- (v) To manufacture, buy, sell and generally deal in any plant, machinery, tools, goods, or things of any description which in the opinion of the Company may be conveniently dealt with by the Company in connection with any of its objects.
- (w) To improve, manage, develop, exchange, mortgage, let on rent or in consideration of a share of profits, either in money or kind or otherwise grant licenses, easements and rights of and over and in any manner dispose of the property and rights of the Company;
- (x) To establish, promote or otherwise assist any Company or Companies for the purpose of acquiring all or any part of the property or furthering any of the objects of this Company;
- (y) To sell, exchange, let, develop, dispose or transfer or otherwise deal with the undertaking of the Company or any part thereof upon such terms and for such consideration as the Company may think fit;
- (z) To issue or guarantee the issue of or the payment of interest on the shares, debentures, stock or other securities or obligation of this Company;
- (aa) To borrow or raise or secure the payment of money and or any interest thereon in such manner and on such terms as deemed expedient, and in particular by the issue at par or at a premium or discount of debentures or debenture stock either perpetual or terminable, or by bonds, mortgages or any other form of security over or upon all or any of the undertaking, property or rights of the Company both present and future including its uncalled capital, or without any such security;
- (bb) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, an all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debenture or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances.
- (cc) To draw, accept and make and to endorse, discount and negotiate bills of exchange, promissory notes and other negotiable instruments;
- (dd) To manufacture, buy, sell and generally deal, in any plant, machinery, tools, goods or things of any description, which in the opinion of the Company may be conveniently dealt with by the company in connection with any of its objects;
- (ee) To receive money, deposits, with or without allowance of interest thereon.
- (ff) To acquire by subscription, purchase or otherwise, and to accept and take, hold and sell, shares or stock in any Company, society or undertaking, the objects or which shall either in whole or in part, be similar to those of this Company, or such as may be likely to promote or advance, the interest of this company.
- (gg) To establish agencies and local boards in the United Republic of Tanzania and elsewhere and to regulate and discontinue the same;
- (hh) To provide for the welfare of persons in the employment of the Company or formerly in the employment of the company or its predecessors in business and the wives, widows,

WE, the several persons whose names and address 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

| Name and address of subscribers | Number of shares taken by each subscriber | Signature/Seal of Subscribers |
|---|---|--|
| MR. RUIZHOU LIN ZHANGZHOU CITY, CHINA. | 9800 |  |
| MS. MINGYUE XIAO LAOHEKOU CITY, YOUYI, CHINA. | 200 |  |

Dated at Dar-es-salaam this 19th Day of December 2019.

Witness to the above signatures

Signature Stephen
 Name ERICK STEPHEN
 Postal address P.O BOX
 Qualification ADVOCATE



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.

2. The Regulations contained in Table 'A' of the first schedule to the Act shall not apply to the Company.
3. The Company is a PRIVATE COMPANY and accordingly:-
 - (a) The right to transfer shares is restricted in the 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 having been formerly in the employment of the Company were while in such employment and have continued to be Members 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 debenture of the Company is prohibited;
 - (d) The Company shall not have power to issue share warrants to bearer;

Subject to the provision, if any, in that behalf of the Memorandum of Association, and without prejudice to any special rights previously conferred on the holders of the existing shares, any shares may be issued with such preferred, deferred or other rights or such restrictions whether in regard to the dividend, voting, return of shares, capital or otherwise as the company may from time to time by special resolution determine any preference share may, with the sanction of a special resolution, be issued on terms that it is or at the option of the Company is liable to be redeemed.

SHARE CAPITAL AND SHARES

4. The Share Capital of the Company is **Tanzania Shillings Ten Million (Tshs. 10,000,000)** divided into **10,000** ordinary shares of Tshs. **1,000** each.

LOANS BY THE COMPANY

5. No part of the funds of the Company shall be employed in the purchase of or in loans upon the security of the Company's shares. The Company shall not, except as authorized by the Act, give any financial assistance for the purpose of or in connection with any purchase of share in the Company.

SHARES

6. Subject to Article 24, unissued shares of the Company shall be at the disposal and control of the Board of Directors and they may allot, grant options over or otherwise dispose of them to such persons, at such times, and on such terms as they think proper, but so that no shares shall be issued at a discount, except in accordance with the Act.

13. If a share certificate is defaced, worn out, lost or destroyed it may be renewed on payment of such fee, if any, and on such terms if any, as evidence, indemnity and the payment of out-of-pocket expenses of the Company for investigating evidence as the Directors think fit.

LIEN

The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at fixed time in respect of that share, and Company shall also have a first and paramount lien on all shares, including fully paid up shares, standing registered in the name of any Member, whether solely or jointly with others, for all debts and liabilities presently payable by such Member or his estate to the Company and that whether the same shall have been incurred before or after notice to the Company of any equitable or other interest in any person other than such Member, and whether the period for the payment or discharge or the same shall have actually arrived or not and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person, whether a Member of the Company or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.

14. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless such sum in respect of which the lien exists is presently payable, nor until the expiration of twenty-eight days after a notice in writing, stating and demanding payment of the sum as is presently payable, has been given to the Holder for the time being of the shares or the person entitled by reason of his death, insanity or bankruptcy to the shares
15. For giving effect to any such sale, the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
16. The net proceeds of the sale shall, after payment of the costs of such sale, be applied in or towards payment or satisfaction of the debt or liability in respect of which the lien exists so far as the same is presently payable and the residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the date of the sale.

CALL ON SHARES

17. 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 its shares provided that (except as otherwise fixed by the conditions of application or allotment) no call on any share shall exceed one-fourth of the nominal amount of the share, or be payable at less than one thirty (30) days from the last call and the 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. If at any time there shall be joint holders of a share, such joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed. A call may be made payable by instalments.
18. 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 payable shall pay the sum plus interest at the rate of eight percent per annum from the day appointed for the payment thereof to the date of the

26. No transfer shall be registered if by any reason thereof, the number of members would exceed the statutory limit hereinabove prescribed.
27. The Directors may also decline to recognize any instrument of transfer unless:-
 - a. a fee as the Directors from time to time require is paid to the Company in respect thereof;
 - b. the instrument of transfer is 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; and
28. Should the Directors refuse to register a transfer of any shares, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

RIGHT OF PRE-EMPTION

29. Shares in the Company shall be transferred to a person who is not a Member of the Company in the following manner:-
 - a. Every Member who wishes to transfer any of its shares ("the Seller") shall give to the Company at the registered office of the Company notice in writing ("the Transfer Notice"). The Transfer Notice shall contain the terms herein set out for the sale of the share or shares specified therein ("the Transfer Shares") to the Members other than the Seller ("the Remaining Shareholders") at a fair value (the "Seller's Price") and shall be forwarded forthwith to the Remaining Shareholders by the Company. The Remaining Shareholders will have Twenty-one (21) days from the date of dispatch by the Company of the Transfer Notice to declare their interest in writing to purchase the Transfer Shares.
 - b. The Board shall forthwith upon receipt of the Transfer Notice, direct the Auditors to certify the fair value of the shares comprised in such notice in accordance with article 32 (c) hereof.
 - c. The fair value of shares for the purposes of this article shall be such a price as shall be certified in writing by the Auditors of the company for the time being as being, in their opinion, the fair value of the said shares and in so certifying the auditors shall pay no regard as to whether the shares comprise in such sale notice from part of a majority or minority holding in the company. In carrying out the obligations created by this Article the auditors shall be considered to be acting as experts and not as arbitrators, and in so determining the fair value of the shares their decision shall be final and binding.
 - d. If the Directors within twenty-eight (28) days after the receipts by the Company of the certificate of the Auditors of the fair value of the shares specified in the Transfer Notice find a Member willing to purchase any share comprised therein (hereinafter described as a "purchasing Member") and shall give notice thereof to the Seller, the Seller shall be bound upon payment of the fair value to transfer the share to such purchasing Member. The Directors shall, with a view to finding a purchasing Member, offer any shares comprised in the Company as nearly as may be in the proportion to their holdings of shares in the Company PROVIDED THAT no member shall be obliged to take more than the maximum number of shares so notified by him as aforesaid, and shall limit a time not later than thirty (30) days within which such offer if not accepted will be deemed to have been declined; and the Directors shall make such arrangements as regards the finding of a purchasing Member for any shares not accepted by a Member to whom they shall have been so offered as aforesaid within the time so limited as they shall think just and reasonable.

meetings of the Company or, save as aforesaid, to any of the rights or privileges of a Member until he shall have become a Member in respect of the share, and should he fail either to transfer the share or to elect to be registered as a Member in respect thereof within sixty days of being required so to do by the Directors, he shall in the case of shares which are fully paid up be deemed to have elected to be registered as a Member in respect thereof, and may be registered accordingly.

FORFEITURE OF SHARES

34. If a member fails to pay the whole or any part of any call or instalment of a call on the appointed day for payment thereof, the Directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued and all expenses which may have been incurred by the Company by reason of such non-payment.
35. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by notice is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made will be liable to be forfeited.
36. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment of all calls and interest and expenses required by the notice has been made, be forfeited by a resolution of the Directors to that effect, and such forfeiture shall extend to any dividend in respect of any shares so forfeited not actually paid at the date of the said notice.
37. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as Directors think fit.
38. When any share has been forfeited in accordance with these presents, notice of the forfeiture shall forthwith be given to the holder of the share, or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given and of the forfeiture with the date thereof shall forthwith be made in the Register of Members opposite to the entry of the shares; but no forfeiture shall be in any manner invalidated by any accidental omission or neglect to give such notice or to make such entry as aforesaid.
39. A forfeited share shall become the property of the Company and may be sold, re-allotted or otherwise disposed of, either to the person who was, before forfeiture, the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and at any time before a sale, re-allotment or disposition, the forfeiture may be cancelled on such terms as the Directors think fit. The Directors may if necessary, authorize some person to transfer a forfeited share to any such other person as aforesaid.
40. The member whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall, notwithstanding remain liable to pay to the company all moneys which, at the date of the forfeiture were presently payable by him to the Company in respect of the shares, with interest thereon as shall be determined by the Directors from the date of forfeiture until payment, but the Directors may waive payment of such interest either wholly or in part and the Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture.
41. A statutory declaration in writing that the declarant is a Director of the Company, and that a share in the company has been forfeited expropriated on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled

GENERAL MEETINGS

48. A General Meeting shall be held as the Annual General Meeting once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. The General Meetings referred to in this Article shall be called "Annual General Meetings". All General Meetings other than Annual General Meetings shall be called "Extraordinary Meetings".
49. The Directors may call an Extraordinary Meeting whenever they think fit and shall, on requisition in accordance with the Act, proceed to convene an Extraordinary Meeting as required by the Act. In the case of Extraordinary General Meeting called in pursuance of a requisition, unless such meeting shall have been called by the Directors, no business other than that stated in the requisition as the objects of the meeting shall be transacted

NOTICE OF GENERAL MEETINGS

50. All meetings of Members shall be called by twenty-one days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and exclusive of the day for which it is given, and shall specify the place, the day, and the hour of meeting, and in case of special business, the general nature of such business (and in the case of a meeting convened for passing a Special Resolution, the intention to propose such resolution as a Special Resolution), and shall be given in manner hereinafter mentioned to such persons as are, under the provisions herein contained, entitled to receive notices from the Company. With the consent in writing of all Members entitled to receive notices from the Company, a meeting may be convened by a shorter notice and in such manner as such Members may think fit.
51. The accidental omission to give notice to, or the non-receipt of notice by, any Member, shall not invalidate the proceedings at any General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

52. All business shall be deemed special that is transacted at an Extraordinary Meeting, and also all business that is transacted at an Annual General Meeting, with the exception of declaring dividends, the reading and consideration of the accounts and balance sheet and the ordinary reports of the Directors and documents required to be annexed to the balance sheet, the election of directors and appointment of Auditors and other officers in the place of those retiring by rotation or otherwise, the fixing of the remuneration of the Auditors and the voting of remuneration or extra remuneration to the Directors.
53. Any person entitled to be present and vote at a meeting may submit any resolution or amendment to the meeting, provided that at least five and not more than fourteen clear days before the day appointed for the meeting he shall have served upon the Company a notice in writing signed by him, containing the proposed resolution or amendment and stating his intention to submit the same.
54. Upon receipt of any such notice as in the last proceeding Article mentioned, the Secretary shall include in the notice of the meeting in any case where the notice of intention is received before the notice of the meeting is issued, and shall in any other case issue as quickly as possible to the Members notice that such resolution or amendments will be proposed. Any resolution or amendment of which such notice has not been given shall in the case of a resolution and may in the case of an amendment be ruled out of order, and the ruling of the Chairman shall be conclusive.
55. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business; save as herein otherwise provided two members, one of which must be present in person or by proxy there shall be a quorum for all purposes.

VOTES OF MEMBERS

65. Subject to any special rights or restrictions as to voting attached by or in accordance with these presents, to any class of shares, on a show of hands, every Member who is present in person shall have one vote and on a poll every member who is present in person or by proxy shall have one vote for each number of shares held.
66. In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.
67. A Member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his nominee, curator bonis, or other person in the nature of a nominee or curator bonis appointed by such Court, and such nominee, curator bonis or other person may on a poll vote by proxy, provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than three days before the time for holding the meeting.
68. No Member shall, unless the Directors otherwise determine, be entitled to vote at a General Meeting either personally or by proxy, or to exercise any privilege as a Member unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
69. No objection shall be raised to the qualifications of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.
70. Votes may be given either personally or by proxy. On a show of hands a Member (other than a corporation) present only by proxy shall have no vote, but a proxy for corporation may vote on a show of hands. A proxy need not be a Member of the Company.
71. Any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorize any person to act as its representative at any meeting of the Company or of any class of members of the Company, and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represent as if he had been an individual shareholder, including power, when personally present, to vote on a show of hands.
72. 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 the common seal or under the hand of an officer or attorney so authorized.
73. 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 such power or authority, shall be deposited at the Office not less than twenty-four hours before the time appointed for holding the meeting or adjourned meeting, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
74. 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

account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relating thereby established, provided that the nature of the interest of the Director in such contract or proposed contract or arrangement be declared at the meeting of the Directors at which the question is first taken into consideration if his interest then exists, or in any other case at the next meeting of the Directors held after he became interested. A Director may vote in respect of any contract or arrangement in which he is interested and be counted in ascertaining whether a quorum is present, provided that he gives notice of the nature of his interest in any such contract or arrangement in the same manner as aforesaid. A general notice sufficient given to the Board by a Director to the effect that he is a member of or beneficially interested in a specified firm or company and is to be regarded as interested in any contracts or arrangements which may be made with that firm or company after the date of such notice shall be sufficient declaration of interest under this Article.

81. The Directors shall elect from amongst their own body a Chairman and if need be, a Deputy Chairman of the Board of Directors on such terms and for such period (subject always to the provisions of these presents) as they may think fit.
82. Subject to any provisions to the contrary contained in the Act or in these presents, the Directors may entrust to and confer upon the Chairman and upon a Director holding any such executive office as aforesaid any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any such powers.
83. The Company in General Meeting may from time to time increase or reduce the number of Directors.
84. The majority shareholder shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these presents.
85. The majority shareholder may by written notice to the company's registered office remove any Director before the expiration of his period of office, and may by notice in writing to be served upon the company's register office appoint another person in his stead.

POWERS OF DIRECTORS

86. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Act or by these presents required to be exercised by the Company in the General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Special Resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.
87. The Directors may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more subsidiary companies, and they may on behalf of the Company make such arrangements as they think advisable for taking the profits or bearing the losses of any branch or business so carried on or financing, assisting or subsidizing any such subsidiary company or

PROCEEDINGS OF DIRECTORS

- 94.
- a) The Directors may meet together for dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes; the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time, summon a meeting of the Directors.
 - b) Provided that the requisite notices are served upon Directors and subject to the consent of a majority of such Directors, Directors can conduct their meetings on telephone, and all meetings so conducted shall be deemed to have the same status as meetings at which the Directors have physically convened.
95. The Directors may fix the quorum necessary for the transaction of the business of the Directors, and unless so fixed at any other number shall be Two.
96. The continuing Directors may act notwithstanding any vacancies in the Board, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these presents, the continuing Directors or Director may act for the purpose of filling up vacancies in the Board or of summoning General Meetings of the Company, but not for any other purpose. If there be no Directors or Director able or willing to act, then any shareholder may summon a General Meeting of shareholders for the purpose of appointing Directors.
97. If at any meeting the Chairman or Deputy Chairman, if any, shall be not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their members to be Chairman of the meeting.
98. A resolution in writing, signed the by a minimum of two Directors for the time being, shall be effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors.
99. A meeting of the Directors for the time being, at which a quorum is present, shall be competent to exercise all powers and discretion for the time being exercisable by the Directors.
100. Without prejudice and in addition to the Provisions of Article 83, the Directors may delegate any of their powers to committees consisting of such number of members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Directors.
101. The meetings and proceedings of any such committee, consisting of two or more members, shall be governed by the provisions of these presents regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under the last preceding Article.
102. All acts done by any meeting of Directors, or of a committee of Directors, or by any person acting as a Director, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any such Director, or person acting as aforesaid, or that they or any of them were disqualified, or had 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 had been entitled to vote.

DIVIDENDS

108. Subject to any special rights as to dividend attached to any new class of shares in accordance with these presents, the profits of the Company available for dividend and resolved to be distributed in respect of any financial year or other period for which the Company's accounts are made up and submitted to the Company in General Meeting shall be apportioned and paid to the Members according to the amounts paid on the shares held by them respectively during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividends as from a particular date, such share shall rank for dividends accordingly.
109. No dividend shall be payable except out of the profits of the Company, or in excess of the amount recommended by the Directors.
110. Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets, and in particular of paid up shares, debentures or debenture stock of the Company, or paid up shares, debentures or debenture stock of any other company, or in any one or more of such ways.
111. If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may pay to the holders of any class of shares interim dividends thereon of such amounts and on such dates as they think fit.
112. No unpaid dividend, bonus or interest shall bear interest as against the Company.
113. The Directors may retain any dividends and bonuses payable on shares on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
114. The payment by the Directors of any unclaimed dividend into an unclaimed dividend account shall not constitute the Company a trustee in respect thereof, and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.
115. If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share.

RESERVES

116. The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which shall at the discretion of the Directors be applicable for meeting contingencies or for the gradual liquidation of any debt or liability of the Company or for repairing or maintaining the works plant and machinery of the Company or for special dividends or bonuses or for equalizing dividends or for any other purposes to which the profits of the Company may properly be applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors think fit. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think it not prudent to divide.
117. The Directors may establish a reserve to be called the Capital Reserve, which shall not be available for dividend, but which shall be available to meet depreciation or contingencies or for repairing, improving, or maintaining any property of the Company or for such other purposes as the Directors may in their discretion think conducive to the interests of the Company, and

the Company at the Annual General Meeting and shall be open to inspection by any Member. The Auditors' duties shall be regulated in accordance with the Act.

124. No Director or other officer of neither the Company nor any person who is a partner of or in the employment of an officer of the Company, or any corporation, shall be capable of being appointed Auditor of the Company.

NOTICES

125. Any notice or document may be served by the Company on any Member wherever resident either personally or by fax or telex or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members, provided that if such address is outside Tanzania, such letter shall be sent by air mail. In respect of joint holdings, all notices shall be given to that one of the joint holders whose name stands first in the Register of Members, and notice so given shall be sufficient notice to all the joint holders.
126. Any notice or other document, if sent by telefax or telex shall be deemed to have been served as soon as the message has been transmitted, and if served by post, shall be deemed to have been served Ninety-six hours after the letter containing the same is posted, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed, stamped and posted.
127. Any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these presents shall, notwithstanding that such Member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

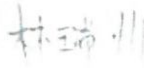

WINDING-UP

128. 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


129. 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.
130. 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

WE, the several persons whose names and address 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

| Name and address of subscribers | Number of shares taken by each subscriber | Signature/Seal of Subscribers |
|---|---|--|
| MR. RUIZHOU LIN ZHANGZHOU CITY, CHINA. | 5500 |  |
| MS. MINGYUE XIAO LAOHEKOU CITY, YOUYI, CHINA. | 200 |  |

Dated at Dar-es-salaam this 19th Day of December 2019.

Witness to the above signatures

Signature 

Name ERICK STEPHEN

Postal address P.O. BOX

Qualification ADVOCATE



28/4/20