

THE COMPANIES ACT (CAP. 212)

(ACT NO.12 OF 2002)

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

CHINA AFRICA GUODIAN ENERGY TECHNOLOGY COMPANY LIMITED

Drawn by:

LUCY KIANGI

(Promoter)

P.O. Box 19708

Dar -Es -Salaam

THE COMPANIES ACT (CAP. 212)
(ACT NO.12 OF 2002)
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
CHINA AFRICA GUODIAN ENERGY TECHNOLOGY COMPANY LIMITED

1. The name of the Company is **China Africa Guodian Energy Technology Company Limited**
2. The registered office of the Company will be situated in The United Republic of Tanzania.
3. The objects for which the Company is established are;
 - (a) To carry on the business of manufacturing of electric motors, generators, transformers and electric distribution and control apparatus including production of electrical automation control equipment and supporting products, CNC equipment, power supply, power storage, watt-hour meters, cables and wires, instruments, lighting equipment, photovoltaic cells, photovoltaic power generation and wind power power generation
 - (b) To carry on the business of sales and maintenance of electric motors, generators, transformers and electric distribution and control apparatus including production of electrical automation control equipment and supporting products, CNC equipment, power supply, power storage, watt-hour meters, cables and wires, instruments, lighting equipment, photovoltaic cells, photovoltaic power generation and wind power power generation.

- (c) To carry on the business of manufacturing of fibre optic cables, electric lighting and other associated equipment as well as production and installation of cranes.
- (d) To carry on the business of research and development of high and low voltage transmission including electrical automation control equipment and supporting products, CNC equipment, power supply, power storage, watt-hour meters, cables and wires, instruments, lighting equipment, photovoltaic cells, photovoltaic power generation, wind power power generation, mechanical and electrical product technology development..
- (e) To establish and carry on the business of households as employers of domestic personnel.
- (f) To carry on the business of building different buildings including its completion and finishing of the particular building as well as structure housing design and construction
- (g) Production and sales of household appliances, digital electronic products, new environmental protection building materials, energy-saving light steel and metal smelting.
- (h) To carry on business of import and export, that is, trading Normal Cargo and Explosive cargo, and cargo for different Projects.
- (i) To carry on the business of recycling of waste metal, pipeline construction of natural gas stations, production and manufacture of household gas combustibles and production, sales of construction materials and rendering technical services and technical consultations.

- (j) To carry on the business of production and sales of agricultural machinery and equipment, agricultural chemical fertilizers, tea planting.
- (k) To purchase, sell, take on lease property buildings or lands, estates, plantation and to cultivate, improve, manage, develop or otherwise turn to account, deal with or dispose of the same in any manner whatsoever, and likewise to acquire and deal with any agricultural, ranching, grazing, plantation.
- (l) To pay for any property or assets acquired by the Company either in cash or fully or partly paid shares or by the issue of securities or obligations, or partly in one mode and partly in another and generally on such terms as may be determined.
- (m) To do anything whatsoever which the directors think is incidental or necessary for the carrying out of the objects and projects of the Company.
- (n) To carry on any other business which may deem to the Board of Directors capable of being conveniently carried on in connection with the above or calculated directly to enhance the value of or render more profitable any of the Company's property;
- (o) To do all such other things as may appear to be incidental or conducive to the attainment of the objects or any of them, and it is here by or declared that the word "company" in this Memorandum shall be deemed to include any partnership or other body of persons whether corporate or not and whether domiciled in the republic of Tanzania or elsewhere and the objects specified in each of the paragraphs of this Memorandum shall be regarded as independent objects and accordingly shall be in no way limited to or restricted by reference to or inference from the objects indicated in or the numerical position of and other paragraphs defined the objects of a separate distinct and independent company.

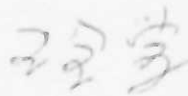
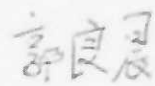
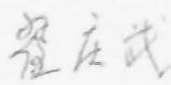
(p) To do all such acts and things as are incidental or conducive to the attainment of the above objects. It is hereby declared that the word "company" except where used in reference to the Company shall be deemed to include any partnership, or other body of persons whether incorporated and whether not existing or hereinafter to be formed;

(q) It is furthermore expressly declared that the intention is that the objects set forth in each of the foregoing paragraphs of this clause shall be construed in the most liberal way and shall in no way be limited or restricted by reference to any other paragraph or by any inference drawn from the terms of any other paragraph.

4. The liability of the members is limited.

5. The share capital of the Company is **Tanzania Shillings Two Billion** (TZS 2,000,000,000/=) divided into 1,000 ordinary shares of **Tanzania Shillings Two Million Shillings** (TZS 2,000,000/=) each with such rights privileges or conditions as may be determined by or in accordance with the regulations of the Company, and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.


WE, the several persons, whose names, address and descriptions 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 BY EACH SUBSCRIBER	SIGNATURES
QUANXUE WANG #Fang 501, Nanhai, Guandan Province, Foshan, China	560	
LIANGCHEN GUO #Fang 501, Nanhai, Guandan Province, Foshan, China	220	
ZHAI QINGWU #Fang 501, Nanhai, Guandan Province, Foshan, China	220	

Dated the 09TH day of AUGUST, 2020

Witness to the above signatures:

Name: LUYI KIANG


Signature: 

Qualification: ADVOCATE

Postal Address: 13909 GEM



Qualification: NOTARY PUBLIC/COMMISSIONER FOR OATHS

Certified true copy of the Original
 Sign:  Date: 14/9/20
 LUYI KIANG
 Advocate, Notary Public & Commissioner
 for Oaths

the Member, or by any other means authorised in writing by the Member concerned.

TIME OF SERVICE

135. Any notice or other document if given personally, shall be deemed served when delivered; if sent by registered post, shall be deemed to have been served or delivered 48 hours after posting to an address in Tanzania or five days after posting to an address outside Tanzania; and if sent by fax or email, it shall be deemed served when dispatched. In proving such service or delivery, it shall be sufficient to prove that the notice or document was delivered to the address given for notice, or properly addressed, stamped and put in the post or, in the case of a fax or email, that such fax or email was duly dispatched to a current fax number or email address of the addressee.
136. Any requirement in these Articles for any notice, resolution or other document to be signed by or on behalf of any person shall be deemed satisfied where a notice, resolution or other document is received with the signature of the relevant person reproduced thereon by means of telex print out or facsimile copy if such signature is confirmed by receipt of the notice, resolution or document bearing the original signature in manuscript within 14 days of receipt of the reproduction.

WINDING-UP

137. 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

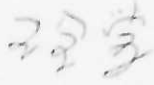
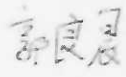

Provisions
relating to
liquidation

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

138. 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.
139. 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 tortuous act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by any error of judgment, 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.


Indemnity of
Directors and
officers or
servants

NAMES, ADDRESSES, AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURES
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ZHAI QINGWU #Fang 501, Nanhai, Guandan Province, Foshan, China	220	

Dated the 09TH day of AUGUST 2020

Witness to the above signatures:

Name: DOCT. K. ANGELO


Signature: 

Qualification: ADVOCATE

Postal Address: 12429 GLEN



Qualification: NOTARY PUBLIC/COMMISSIONER FOR OATHS

Certified true copy of the Original
 Signed:  Date: 14/9/20
 Advocate, Notary Public & Commissioner
 for Oaths