

THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF INCORPORATION

NO.....

I HEREBY CERTIFY THAT

“CLEENOL TANZANIA LIMITED”

In this day incorporated under the Companies Act (Cap. 212 RE. 2002) and
that the Company is Limited.

GIVEN under my hand at Dar es Salaam, this.....day
of.....Two thousand and Fourteen

SEAL

Registrar of Companies

**THE COMPANIES ACT
(CAP. 212 RE. 2002)**

COMPANY LIMITED BY SHARES

**MEMORANDUM AND ARTICLES OF
ASSOCIATION**

OF

“CLEENOL TANZANIA LIMITED”

Prepared by:

Silyvestry Francis Koka (Subscriber)

Po Box 63314

Dar es Salaam

Tanzania

5028/-
45362 17/07/2014



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THE COMPANIES ACT, 2002 (CAP. 212)
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
“CLEENOL TANZANIA LIMITED”

Interpretation

- In these Regulations:-
 - “the Act” means the Companies Act”
 - “the article” means the articles of the company
 - “Clear days” in relation to the period of a notice means that period excluding the day when the notice is given or on which it is to take effect.
 - “the holder” relation to shares means the member whose name is entered in the register of members as the holder of the shares”
 - “the seal” means the common seal of the company’
 - “Secretary” means the secretary of the company or any person appointed to perform the duties of the secretary of the company.

Expressions referred to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Regulations become binding on the company.

Table A of the Companies Act shall apply accordingly save where it is otherwise provided in these Articles of Association.

- d. To carry on the business of vialling, bottling, repacking, processing of capsules, syrups, tablets and ointments.
 - e. To carry on the business of manufacturers and dealers in insecticides, pesticides, repellents, fertilisers and all kinds of agricultural chemicals and to carry on the said business in all their branches and/or to undertake spraying of such chemicals through manual, mechanical and /or aerial operations, alone or in association with other agencies and/or companies.
 - f. To acquire, render or sell, give technical know-how in Tanzania or abroad for any kind of collaboration on any basis.
 - g. To carry on the business as manufacturers, producers, growers, makers, buyers, sellers, importers, exporters, distributors, agents, brokers, consultants, factors, stockists, commission agents, dealers, market makers and engineers of engineering goods, machinery, apparatus, tools, instruments, appliances, metals, alloys, iron, automobile parts, steels and stainless steel and iron products, hides, skins, leather goods, furs, bristles, tobacco (raw and manufactured), petroleum & petroleum products, gases, wax, quartz, crystal, chemicals and chemical preparations.
 - h. To carry on the business of manufacturers, producers: importers, exporters, retailers, distributors, agents and dealers in chemical, scientific apparatus, appliances, compounds, preparations, materials and requisites of all kinds, and of cements, ceramics, oils, paints, pigments, varnishes, drugs, dye wares, essences, essential oils, ingredients for aerated or mineral water and other drinks, soaps, cosmetics, perfumes, soap flavourings, toilet requisites and preparations, disinfectants and antiseptics, and or cordial, liquors, soups, broths and other restoratives.
4. The liability of the Members is limited.
5. The authorized share capital of the Company is Tanzanian Shillings Two Billion (TZS 2,000,000,000) divided into 1,000 ordinary shares of Tanzanian Shillings Two Million (TZS 2,000,000) each with power for the company to increase or reduce such capital and divide any shares in its capital for the time

SHARE CAPITAL AND VARIATION OF RIGHTS

2. Subject to the provisions of the Act, and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise as the company may by ordinary resolution determine.
3. Subject to the provisions of section 61 of the Act, any shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the company are liable, to be redeemed on such terms and in such manner as the company before the issue of the shares may by special resolution determine.
4. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these Regulations relating to general meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or proxy may demand a poll.
5. The rights conferred upon the holders of the shares of any class shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
6. The company may exercise the powers of paying commissions conferred by section 56 of the Act. Subject to the provisions of the Act, such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.

being into several classes and to attach thereto respectively any preferential, deferred, qualified or other rights, privileges or reduced capital with or subject to such preferential, deferred qualified or other rights privileges restriction conditions.

We, the several persons whose names, addresses, and occupations 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 Company set opposite our respective names.

Name, Postal Address and Descriptions of Subscribers	Qualification	Number of shares taken by each Subscriber	Signature of Subscribers
Silyvestry Francis Koka PO Box 63314, Dar es Salaam	Director	600	<i>[Signature]</i>
Selina Silyvestry Koka PO Box 63314, Dar es Salaam	Director	200	<i>[Signature]</i>
Kelvin Koka PO Box 76135, Dar es Salaam	Student	200	<i>[Signature]</i>

Date this 11th day of July, 2014

IN WITNESS to the above signatures

Signature: *[Signature]*

Postal Address: 33097
ASM

Qualification: ADVOCATE



7. Except as required by law, no person shall be recognized by the company as holding any share upon any trust, and the company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in share or any interest in any fractional part of a share or (except as otherwise provided by the articles or by law) any other rights or interests in respect of any share except an absolute right to the entirety thereof in the registered holder.

SHARE CERTIFICATES

8. Every member, upon becoming the holder of any shares, shall be entitled without payment to receive within two months after allotment or lodgments of transfer (or within such other period as the conditions of issue shall provide) one certificate for all the shares of each class held by him(and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates after the first such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal which it relates and the amount or respective amounts paid thereon. In respect of a more than one certificate and delivery of a certificate for a share to one joint holder shall be sufficient delivery to all joint holders.
9. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of expenses reasonably incurred by the company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

ALLOTMENT OF SHARES

10. The company shall leave 199,998 shares unallotted.

11. The Subject to the provisions of Article 34, unallotted shares shall be at the disposal of the 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.
12. The company may by Ordinary Resolution direct that the new shares, or any of them shall be offered in the first instance, either at par or at a premium, to the then Members or to the holders of any class of shares for the time being, in proportion to the number of shares or shares of the class or group held by them respectively, or make any other provisions as to the issue of the new shares.
13. All new shares shall be subject to the provisions of these presents with reference to payment of calls, lien, transfer, transmission, forfeiture and otherwise and, unless otherwise provided in accordance with the powers contained in these presents, shall be Ordinary Shares.

LIEN

14. The company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect that share; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The company's lien, if any on a share extend to any amounts payable in respect of it.
15. The company may sell, in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after a notice in writing has been given to the holder of the share, or the person entitled thereto by reason of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

16. To give effect to any such sale the directors may authorize some person to transfer the shares sold to, or in accordance with the directions of, 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.
17. The net proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares, at the date of the sale.

CALLS ON SHARES

18. Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares whether in respect of nominal value or premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the share or be call, and each member shall (subject to receiving at least fourteen clear days notice the specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be required to be paid by installments. A call may, before receipt by the company of any sum due there under, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.
19. A call shall be deemed to have been made at the time when the resolution of the directors authorizing the call was passed.

20. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
21. If a call remains unpaid after it has become due and payable, the person from whom the sum is due shall pay interest on the amount unpaid from the day it became due and payable to the time of actual payment at the rate fixed by the term of allotment of the share or, if no rate is fixed, at a rate not exceed five percent per annum as the directors may determine, but the directors may waive payment of such interest wholly or in part.
22. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an installment of a call, shall be deemed to be call, and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call.
23. Subject to the terms of allotment, the directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
24. The directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys un-called and unpaid upon any shares held by him, and upon all or any the moneys so advanced may (until the same would, but for such advance become (payable) pay interest at such rate not exceeding (unless the company in general meeting shall otherwise direct) six per cent per annum, as may be agreed upon between the directors and the members paying such sum in advance.

TRANSFER OF SHARES

25. The instrument of transfer of any share shall be in any usual form or any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid up, by or on behalf of the transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

26. The company is a private company and accordingly:-

(a) the right to transfer shares is restricted in manner hereinafter prescribed;

(b) the number of members of the company is limited to fifty as further provided for in the Act;

(c) any invitation to the public to subscribe for any shares or debenture of the public is prohibited;

(d) the company shall not have power to issue share warrants to bearer.

The directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share.

27. If the directors refuse to register a transfer they shall within sixty days after the date on which the transfer was lodged with the company send to the transferee notice of the refusal.

28. The registration of transfers of shares or any transfers of any class of shares may be suspended at such times and of such periods (not exceeding thirty days in any year) as the directors may determine.

29. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting title to any share.

TRANSMISSION OF SHARES

30. In case of the death of a member, the survivor of survivors where the deceased was a joint holder, and the personal representatives of the deceased where he was a sole holder or the only survivor of joint holders, shall be the only persons recognized by the company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
31. A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may properly be required by the directors and subject as hereinafter provided, either elect by notice to the company to be registered as holder of the share, or elect to have some person nominated by him registered as the transferee in which case he shall execute the appropriate instrument of transfer. All the articles relating to the right to transfer of shares shall apply to any such notice or transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
32. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall have the rights to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company.
33. If a call remains unpaid after it has become due and payable, the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid, together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with, the shares in respect of which the call was made will be liable to be forfeited.

- (a) increase its share capital by new shares of such amount, as the resolution prescribes;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) subject to the provisions of section 65 (1)(d) of the Act, sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association;
- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

39. Whether as result of a consolidation of shares any members would become entitled for fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including subject to the provisions of this Act, the company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorize some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

40. Subject to the provisions of the Act, the company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any way.

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



TANZANIA



Register of Companies Detailed information

Information date and time: 27/02/2021 11:27:32

Last update date and time: 27/02/2021 10:52:00

Registration date and time: 17/07/2014 00:00:00

1. **Status:** Registered
2. **Incorporation number:** 109883
3. **Company:** BRITAN GROUP LIMITED
4. **Company type:** Private company Limited by shares
5. **Registered office:** Region Dar Es Salaam, District Kinondoni, Ward Kijitonyama, Postal code 14113, Street Kijitonyama, Road Akachube, Plot number 523, Block number 46, House number -
6. **Contacts:** Email: smtega@sfgroup.co.tz, Mob no/Tel no: 255757948740, P.O.Box 63314
7. **Business activity:** 9609 - Other personal service activities n.e.c., Main activity
8. **Directors / Directors in the country of origin:** SILYVESTRY FRANCIS KOKA, Tanzania
SELINA SILYVESTRY KOKA, Tanzania
KELVIN SILYVESTRY KOKA, Tanzania
ROGER PETER STRINGER, British
9. **Company secretary / Company secretary in the country of origin:** NEEMA JULIE JONES, Tanzania
10. **Authorised share capital:** 2400000000 TZS
11. **Class of shares:** Class Ordinary: 1200 shares, 2000000 TZS/share, 2400000000 TZS
12. **Shareholders:** SILYVESTRY FRANCIS KOKA Class Ordinary 600 shares taken
SELINA SILYVESTRY KOKA Class Ordinary 200 shares taken
KELVIN SILYVESTRY KOKA Class Ordinary 200 shares taken
ROGER PETER STRINGER Class Ordinary 200 shares taken

Information ordered by: ATHANAS LUHOYO

NOTE. Information printed from the Register of Company is true and complete as per extract generation date and time. Please be advised to refer to the Online Registration System at BRELA (ors.brela.go.tz) for an up-to-date information regarding given Company.



Princ. Asst. Registrar of Companies