

THE COMPANIES ACT No. 12 OF 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND ARTICLES OF ASSOCIATION

OF

LULU TEA SOLUTIONS LIMITED

DRAWN BY:

**AHMED HUSSEIN ADAM,
(SUBSCRIBER),
P.O.BOX 66601,
DAR ES SALAAM**

THE COMPANIES ACT No. 12 OF 2002

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

LULU TEA SOLUTIONS LIMITED

1. The name of the Company is “ **LULU TEA SOLUTIONS LIMITED** ”
2. The registered office of the company will be situated in Tanzania
3. The objects for which the Company is established are:-
 - (a) To carry on in Tanzania and elsewhere the business of planters, growers and cultivators of tea and other produce of the soil, and to treat, process, prepare, render marketable, buy, sell and dispose of any such product either in their raw or manufactured state and any product or by product derived there from .
 - (b) To be general importers of crude oil and generally to refine and distribute all kinds of petroleum products on wholesale as well as retail basis. To establish and operate petroleum products distribution centers and to be exporters of all such products.

- (c) To acquire by purchase, lease, exchange, hire or otherwise, lands and property of any tenure, or any interest in the same in Tanzania.
- (d) To sell, lease, let, mortgage or otherwise dispose of the lands, houses, buildings, and other property of the company.
- (e) To carry on the business of hotel, restaurant, café, roadhouse, motel, holiday camp, caravan site and apartment –house keepers.
- (f) To carry on the business of importers and exporters of meat and similar foodstuff, whether carcass meat or in tins or other containers and to sell the same by wholesale or retail in Tanzania or elsewhere and generally to carry on the trade of sellers of meat.
- (g) To purchase and sell for any persons right of occupancy or other house property, buildings or lands, or any share or shares, interest or interest therein, and to transact on commission or otherwise the general business of a land agent.
- (h) To carry on the trade or business of builders and contractors for construction work of any kind and for the demolition of any structure.
- (i) To carry on the business of real estate managements and Agents.
- (j) To enter into contracts in relation to, and to erect, construct, maintain, alter, pull down and restore either alone or jointly with any other companies or persons, work of all descriptions including warehouses, offices, schools and buildings of every description.
- (k) To purchase or otherwise acquire, houses, offices, workshops, buildings and premises and any fixed or movable machinery, patent and patent rights convenient

to be used in or about the trade or business of engineers, founders, smiths or machinists.

- (l) To import, distribute all kinds of construction equipment such as concrete mixers, paving equipment, vibrators, hydraulic hammers, cranes of all kinds and description and generally to provide same for hire and lease
- (m) To carry on the business of carriers and transporters by motor vehicles, aircraft, shipping or otherwise of passengers and goods of every description.
- (n) To carry on the business as safari contractors, organizers and operators, and to equip and manage hunting, photographic, cinematic, game fishing, ornithological and other safaris and expeditions of all kinds.
- (o) To build, construct, reconstruct, alter, improve, decorate, furnish and maintain houses, flats and apartments to carry on business as proprietors of houses, flat and apartments and to let the same on lease or otherwise and to provide for the tenants and occupiers there of all or any of the conveniences commonly provided in hotel or clubs.
- (p) To purchase, take on lease or by any other means acquire any movable or immovable property in Tanzania or elsewhere for any estate or interest whatever and any rights, privileges or easements over in respect of any property, and any buildings, factories, mills, roads, machinery, engines, rolling, stock, plant, live and dead stock or things whatsoever.
- (q) To acquire mining rights and engage in the purchase and sale of the same and related products.
- (r) To carry on the business of General Merchants, Millers, Wholesalers, Retailers, Hardware and Auto Spare sales.

- (s) To carry on any other business (whether manufacturing or otherwise) which may seem to the company capable of being conveniently carried on in connection with the above, or calculated directly to enhance the value of or render profitable any of the company a property or rights.
- (t) To cultivate, grow, prepare for market all cash and food crops of all kinds as well as vegetables and dairy or mineral products and to sell or dispose of or deal in any such produce either in its raw or manufactured state.
- (u) To guarantee the payment of money by and the contracts of, or otherwise assist, any person, firm or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, reissue, with or without guarantee, or otherwise deal with the same.
- (v) To take, or otherwise acquire and hold, shares in any other company having objects altogether or in part similar to these of this company, or any business capable of being conducted so as directly or indirectly to benefit this company.
- (w) To enter into any arrangements with any government or authorities, supreme, municipal, local or otherwise, that may seem conducive to the company's objects or any of them, and to obtain from any such government or authority, any rights, privileges and concessions which the company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (x) To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the company, or for any other purpose which may seem directly or indirectly calculated to benefit this company.
- (y) To lend money to such persons or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the

company, and to guarantee the repayment of money and the performance of contracts by any persons, firms or companies.

(z) To sell, improve, manage, develop, exchange, lease, charge, mortgage, and dispose of, turn to account or otherwise deal with all or any part of the property and rights of the company. To distribute any of the property of the company among the members in specie.

(aa) To do all or any of the above things in any part of the world and as principals, managing agents, contractors, trustees or otherwise, and by or through trustees, either alone or in conjunction with others,

(bb) To do all such other things as are incidental or conducive to the attainment of the above objects.

4. The liability of the members is limited.
5. The capital of the Company is TSHS. 25,000,000 divided into 250 shares of TSHS. 100,000 each. The company shall have the power to increase or decrease the capital, or consulting the shares, to divide the shares in the original or any increase capital into several classes and to attach thereto respectively and from time to alter or modify any preferential, qualified, special or deferred rights, privileges and conditions.

We, the several person whose names, addresses and descriptions are 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 Descriptions of Subscribers	Number of Shares Taken by each Subscriber	Signature of Subscriber
AHMED HUSSEIN ADAM, P.O.BOX 66601, DAR ES SALAAM	104 <i>Ahmed</i>	<i>Ahmed</i>
ANIS MOHAMED ALLY P.O.BOX 66601, DAR ES SAAAM	1	<i>Anis</i>
RESERVED	145	

DATED the 07th of May 2020

Witness to the above signatures:- WITNESS to the Signatures above:

Name EMMADEU E. M. M. M. M.

Signature *[Signature]*



Commissioner for Oaths of
P. O. Box 3750
Dar es Salaam
United Republic of Tanzania

THE COMPANIES ACT NO. 12 OF 2002

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

LULU TEA SOLUTIONS LIMITED

1. The Regulations contained in Table "A" (hereinafter called Table "A") in the First Schedule to the Companies Act (Chapter 212, hereinafter called the Act) shall apply to the company save in so far as they are excluded or varied hereby in which case the following shall be the regulations of the company in lieu of the corresponding articles in Table "A".
2. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any share in the company or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company, at a rate not exceeding ten percent of the price at which the said shares are issued.
3. The Company shall be a private Company, and accordingly the following provisions shall have effect:-
 - (a) The Company shall not offer any of its shares or debenture to the public for subscription.

- (b) The number of the members of the Company (not including persons who are in the employment of the company and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of their employment to be members of the Company) shall not at any time exceed fifty.
 - (c) The right to transfer shares in the company shall be restricted in the manner hereinafter provided.
 - (d) The company shall not have power to issue share warrant to bearer.
4. The Company shall be entitled to treat the person whose name appears upon the Register of Members in respect of any share as the absolute owner thereof, and shall not be under any obligation to recognize any trust or equity or equitable claim to or partial interest in such share, whether or not it shall have express or other notice thereof.
 5. The original /Authorized share capital of the Company is Tanzanian Shillings Twenty Five Million Only (25,000,000/= divided into 250 shares of shilling 100,000/= each.
 6. A call shall be deemed to have been made at the time when resolutions of the Directors authorizing such call were passed.
 7. If by the terms of the issue of any shares or otherwise any amount is payable in respect of any shares installments at fixed times, every such installment shall be payable as if it were a call duly made by the Directors of which due notice had been given.
 8. When any share shall have been forfeited an entry shall forthwith be made in the Register of Members of the company stating the forfeitures and the date thereof and, so soon as the share so forfeited shall have been disposed of, an entry shall also be made of the manner and date of the disposal thereof.

9. The lien conferred by Clause 7 of Table "A" shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.
10. An entry in the Minute Book of the Company of the forfeiture of any shares or that any shares have been sold to satisfy a lien of the company, shall be sufficient evidence as against all persons entitled to such shares that the shares were properly forfeited or sold, and such entry, and the receipt of the company for the price of such shares shall constitute a good title to such shares and the names of the purchase shall entitle to a certificate of title to the shares, and shall not be bound to see to the application of the purchase money. The remedy (if any) of any former holder of such shares or of any person claiming under or through him shall be against the Company and in damages only.

TRANSFER OF SHARES

11. The Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares, except a transfer to an existing member or a transfer made pursuant to Article 12 hereof.
12. Any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, Nephew, niece, wife or husband of such member, or to trustees of a settlement made by such member for the benefit of any such persons, and any share of a deceased member may be transferred by his personal representative to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased member, and shares standing in the name of the trustees of any settlement or of the will of the deceased member may be transferred upon any change of trustees for the time being of such settlement or will.

13. (a) Subject to Article 12 hereof, every member or other person who intends to transfer shares (hereinafter called "the Vendor") shall give notice in writing to the Board of his intention, and such notice shall constitute the Board his agent for the sale of the said shares in one or more lot at the discretion of the Board to members of the Company at a price to be agreed upon by the Vendor and the Board, or in case of difference, at the price which the Auditor for the time being of the Company shall certify by writing under his hand, to be in his opinion the fair selling value thereof as between a willing vendor and a willing purchaser. Such certificate shall be final and binding on all parties concerned, and the Auditor shall be deemed to be acting as an expert and not an arbitrator.
- (b) Upon the price being fixed as aforesaid, the Board shall forthwith give notice to all the members of the Company of the number and price of the shares to be sold and invite each of them to state in writing within thirty days (inclusive of Sundays and gazetted Holidays) from the date of the said notice whether he is willing to purchase any, and if so what maximum number, of the said shares.
- (c) At the expiration of the thirty days aforesaid, the Board shall allocate the said shares to or amongst the member or members who shall have expressed his or their willingness to purchase as aforesaid and (if more than one) so far as may be pro rata according to the number of shares already held by them respectively, provided that no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid. Upon such allocation being made, the Vendor shall be bound on payment of the said price to transfer the shares to the purchaser or purchasers, and if he makes default in so doing, the Board may receive and give a good discharge for the price to transfer the shares to the purchaser or purchasers, and if he makes default in so doing, the Board may receive and give a good discharge for the purchase money in the Register of Members as holder by transfer of the said shares purchased by him.
- (d) In the event of any of the said shares remaining unsold the vendor may, subject to Article 11 hereof, at any time within sixty days after the expiration of the said

thirty days, transfer the shares not sold to any person at a price not lower than the price at which such shares were offered to the Board.

14. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the company or for any third party, Clause 69 of Table "A" shall not apply.

GENERAL MEETINGS

15. Twenty-one days" notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of the meeting and, in case of special business, the general nature of that business shall be given in the manner hereinafter mentioned, or in such other manner, if any as may be prescribed by the Company in general meeting, to such persons as are, under these Articles, entitled to receive such notice from the Company but with the consent of all the members entitled to receive notice of a particular meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.

PROCEEDINGS AT GENERAL MEETINGS

16. No business shall be transacted at any General Meeting unless a quorum of members is present at the time the meeting proceeds to business and such quorum shall consist of not less than two members present in person or by proxy.
17. A member may vote either personally or by proxy, both on a show of hands and on a poll.

18. A poll may be demanded by any one member present in person or by proxy and entitled to vote, and Clause 50 of Table "A" shall be amended accordingly.
19. The words "or not carried by a particular majority" shall be inserted after the words "or lost" in Clause 50 of Table "A".

DIRECTORS

20. The number of Directors shall not be less than two nor more than seven and the names of the first Directors shall be:-
 1. **AHMED HUSSEIN ADAM**
 2. **ANIS MOHAMED ALLY**
21. A Director shall not require a share qualification.
22. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two.
23. 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, and such remuneration shall be divided among them in such proportion and in such manner as the Directors may determine and in default of such determination within the year equally. The Directors shall also be paid all reasonable traveling from Board Meetings or Meetings of Committees of the Directors or General Meetings or which they otherwise incur in or about the business of the Company.
24. If any Directors, being willing, shall be called upon to perform extra services or to make special exertions, in going or residing aboard or otherwise for any of the purposes of the Company, the Company may remunerate such Directors as may be determined by the Directors, and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided and the Company may also refund to such

Director all reasonable expenses incurred by him in connection with such services or exertions.

25. A Director may hold any other office under the Company, except that of Auditor, for such period and on such terms as to remuneration and otherwise as the Directors may determine.
26. No Director or other officer of the Company (except an Auditor) shall be disqualified by his office from contracting with the Company, either directly or indirectly, as vendor, purchaser, lender, borrower, lessor, or lessee or otherwise in any manner whatsoever, nor shall any such contract or arrangement entered into by or on behalf of the company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to 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 relation thereby established; but the nature of his interest therein must be disclosed by him at the Meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first Meeting of the Directors after the acquisition of his interest provided always that a general notice given to the Board by a Director to the effect that he is a member of a specified company or firm or acts for the company or firm in a specified capacity and is to be regarded as interested in any contract which may after the date of the notice, to be made with that company or firm or with himself in such specified capacity shall be deemed to be sufficient Declaration of interest in relation to any contract so made. No director shall, as a Director, be disabled from voting in respect of any contract or arrangement in which he is interested as aforesaid, provided his interest is so disclosed to his Co-Directors.

DISQUALIFICATION OF DIRECTORS

27. The office of a Director shall be vacated:-
 - (a) If he becomes bankrupt or insolvent or compounds with his creditors,
 - (b) If he becomes of unsound mind or is found to be a lunatic,

- (c) If he becomes, in the opinion of the Board, permanently incapacitated through illness from fulfilling his duties as Director,
 - (d) If he be convicted of any crime and the Board resolve that be reason thereof he shall vacated office,
 - (e) If without the consent of the Board he becomes a Director, Agent of Employee of any other concern or company which in the opinion of the Board is in competition with this Company, and the Board resolve that be reason thereof he shall vacate office,
 - (f) If he be called upon to vacate office (i) by an ordinary Resolution of the Company or (ii) in writing by members holding a majority of the issued share capital of the company,
 - (g) If he becomes prohibited from being a Director by reason of any order made under the provisions of ordinance,
 - (h) If he gives the Secretary notice in writing that he resigns his office.
- (i) But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such an act written notice shall have been served upon the Company or any entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

REMOVAL OF DIRECTORS

28. The members of the Company may by ordinary resolution remove a Director before the expiration of his period of office, not with standing anything in these Articles or in any agreement between the Company and such Director.

ALTERNATE DIRECTORS

29. Any Director may from time to time and at any time appoint any person who is approved by the majority of the Directors to be an alternate Director of the Company to act in his place and any such alternate Director may be removed from office at any time by the appointer or by a majority of the other Directors. An alternate Director so appointed shall not be entitled to receive any remuneration from the Company in respect of such appointment.
30. Every such alternate Director shall be entitled to receive notice of all, meetings, of the Director and to attend and vote as a Director at any such meeting at which the Director appointing him not personally present, and generally to perform all the functions of his appointer as a Director. He shall have a separate vote on behalf of the Director shall be an officer of the company and shall not be deemed to be the agent of the Director appointing him.
31. An alternate Director shall ipso facto to be an alternate Director if his appointer ceases for any reason to be a Director, provided that if any Director retires by rotation but is re-elected by the meeting at which such retirement takes effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-elections if he had not so retired.

CHAIRMAN AND MANAGING DIRECTOR

32. The Directors may from time to time appoint one or more their body to be the Chairman or managing Director, manager or managers of the Company, and may fix his or their remuneration either by way of salary or commission or by conferring a right to participation in the profits of the Company, or by combination of two or more of those modes, and may provide as a term of his appointment that there be paid to him, his widow or other dependents, a pension or gratuity on retirement or death. And such

remuneration shall be in substitution for any remuneration to which he may be entitled as a Director of the Company.

33. The Chairman and every managing Director or Manager shall, subjects to the provision of any contract between himself and the Company with regard to his employments as such Chairman, Managing Director or Manager, be liable to be dismissed or removed by the Board of Directors, and another person may be appointed in his place, in addition to article 28 thereof.
34. The Chairman or Manager Director or manager shall be subjected to the same provision as regards resignation, removal and disqualifications as the other Directors and if he ceases to hold the office of Director from any cause he shall ipso facto cease to be the Chairman n or a Managing Director or Manager.
35. The Directors may from time to time entrust to and confer upon the Chairman of Managing Director or any other Director, being also an employee of the Company, all or any of the powers of the Directors, (expecting the power to make calls, forfeit shares, borrow money, or issue debentures, debenture stock and other securities) that they may think fit. But the exercise of all such powers by the Chairman, Managing Director or any other Director as aforesaid shall be subject to such regulations as the Directors may from time to time make and impose and the said powers may at any time be withdrawn, revoked or varied.

RESOLUTION OF DIRECTORS

36. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at the meting of the Directors duly called and constituted.

DIVIDENDS AND RESERVE FUND

37. The dividends, interest and bonuses and any other benefits, advantages, and receipts in the nature of income receivable whether in respect of the Company's investments of otherwise, and any commissions, trusteeship, agency transfer and other fees and receipts of the Company, shall subjects to the payment there out of the expenses of management, interest of borrowed money and other expenses, which in the opinion of the Directors are of a revenue nature, constitute the profits of the company available for dividend but appreciations of capital assets and realized profits resulting form a sale of capital shall not be treated as profits available for dividend but shall either be carried to the credit of the capital reserve or shall be applied in providing for depreciation or contingencies or for writing down the value of the assets.
38. The Directors may, before recommending any dividend, set aside, out of the profits of the Company, such sum as they think proper as a reserve fund to meet contingencies, or for equalizing dividends or for special dividends, or for repairing, improving and maintaining any of the property of the Company and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and may invest the several sums to set aside in such investments (other than shares of the company) as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company, and may divide the reserve fund into special funds as they may think fit and employ the reserve funds or any part thereof in the business of the Company, and that without being bound to keep the same separate from the other assets. Clause 93 to Table "A" shall be modified accordingly.
39. A General Meeting declaring a divided or bonus may by a subsequent resolution authorize the Directors to apply the same or any part thereof in paying up pro tanto the capital uncalled or amount of any call or calls made and unpaid on any shares in respect of which the dividend is declared, and the Directors may give effect to such resolution accordingly, but any member whose shares are fully paid up shall be entitled to be paid his proportion of the dividend in cash.

40. 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 or paid-up shares, debentures or debenture stock of the Company, or in any one or more of such ways.

CAPITALIZATION OF RESERVES

41. A General Meeting may resolve that any money, investments, or other assets forming part of the undivided profits of the Company standing to the credits of the reserve fund or in the hand of the Company and available for dividend or representing premiums received on the issue of shares and standing to the credit of the share premium account, be capitalized and distributed amongst such of the shareholders as would be entitled to receive the same, is distributed by way of dividend, and in the same proportions on the footing that they become entitled thereto as capital, and that all or any un issued shares or debentures or debenture stock of the company, which shall be distributed accordingly, or in or towards payment of the uncalled liability on any that is issued, shares or debentures or debenture stock, and that such distribution on payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized sum.
42. For the purpose of giving effect to any resolution under the two last preceding Articles, the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less than shillings 10,000 may be disregarded in order to adjust the rights of all parties, and may vest and such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors. Where requisite, a proper contract shall be filed in accordance with the provisions of the Ordinance and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalized fund and any such appointment shall be effective.



NOTICES

43. Any notice or document may be served by the company on any member either personally 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 and such prepaid letter shall in the case of a member whose registered address is not within Tanzania be sent by air mail.
44. Any notice or other document, if served by ordinary post, shall be deemed to have been served at the time when the letter containing the same is posted and any notice or other document if served by air mail shall be deemed to have been served seventy-two 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. Clause 1-5 of Table "A" shall not apply to the Company.

WINDING UP

45. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied, first in repaying to the members the amount paid up or credited as paid up on the shares held by them respectively, and the balance (if any) shall be distributed among the members in proportion to the number of shares held by them respectively. Provided always that the provisions hereof shall be subject to the rights of the holders (if any) issued upon special conditions.
46. In a winding up any part of the assets of the Company, including any shares in or securities of other companies, and with the sanction of a special Resolution of the Company, be divided among the members of the Company in species or may be vested in trustees for the benefit of such members, and the liquidation of the Company may be closed and the Company dissolved but so that no member shall be compelled to accept any shares whereon there is any liability.
47. Every Director, Managing Director, Agent, Auditor, Secretary and other office for the time being of the Company shall be indemnified out of the assets of the Company

against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application to the court by him, under any provision of law for the time being in force, for relief in respect of any claim made or to be made upon him in respect of any negligence, default, breach of duty or breach of trust, in which such relief is granted to him by court.

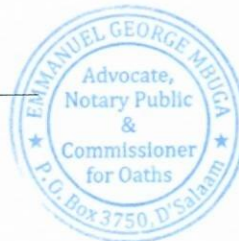
Names, Addresses and Descriptions of Subscribers	Number of Shares Taken by each Subscriber	Signature of Subscriber
AHMED HUSSEIN ADAM, P.O.BOX 66601, DAR ES SALAAM	104	
ANIS MOHAMED ALLY, P.O.BOX 66601, DAR ES SALAAM	1	
RESEVRED	145	

DATED the 07th Of May 2020

WITNESS to the Signatures above:

Name EMMANUEL G. MBUGA

Signature 



Commissioner for Oaths of

P. O. Box 3750

Dar es Salaam

United Republic of Tanzania

**THE UNITED REPUBLIC OF TANZANIA
BUSINESS REGISTRATIONS AND LICENSING AGENCY**

**Declaration of Compliance on Application for the Registration of a Company
Pursuant to Section 14 (4) of the Companies Act 2002**

Company Number

Company Name in Full

I (Full name),

of (Address)

do solemnly and sincerely declare that I am (*delete as necessary*) [an advocate of the High Court engaged in the formation of the company] [a person named as director] [secretary] of the company in the statement delivered to the Registrar under section 14(2) of the Act] and that all of the requirements of the Companies Act 2002 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.
AND I make this solemn declaration conscientiously believing the same to be true.

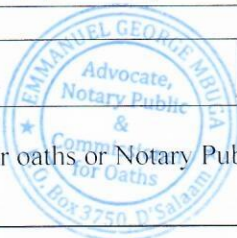
Declarant's Signature*

Declared at

on

Before me (please print name)

Signed Date



A commissioner for oaths or Notary Public

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