

THE COMPANIES ACT
(Cap. 212)
COMPANY LIMITED BY SHARES

Memorandum
and
Articles of Association
Of

DIHAO INVESTMENT COMPANY LIMITED

Incorporated this day of20.....

Drawn by:

Adv. Said M. Seif,
P.O Box 72382
0718 469 246
Dar es salaam.

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

DIHAO INVESTMENT COMPANY LIMITED

1. The name of the Company is **DIHAO INVESTMENT COMPANY LIMITED**.
2. The registered office of the Company will be situated on the mainland part of the United Republic of Tanzania.
3. The objects for which the Company is established are:-
 - a) To carry on business of manufacturing, producing and selling non-woven bags and non-woven paper bags.
 - b) To install a textile-weaving machines for manufacturing and producing of fibrous webs through web formation, web bonding, finishing and converting of Non-woven bags/papers.
 - c) To install and set-up an industrial undertaking for the sizing of all kinds of yarn, and to size yarn for the Company's own projects.
 - d) To carry on the business of sizers, spinners, weavers, ginners, pressers, doublers and balers of Polypropylene Fabrics, Polyethylene Fabrics and any material used in textile, and manufacturing of such material, and the business of weaving, or the business of manufacturing, bleaching, printing, dyeing, finishing, calendaring, processing, whether textile, frebled, netted or looped, and of importing, exporting, buying, selling and dealing in Polypropylene, Polyethylene, fabrics, and other raw materials, and to transact

mercantile business that may be necessary or expedient for the fulfilling of the objects of the Company, and to purchase and sell raw material and manufactured used in the fulfilment of the Company's objects.

- e) To do business of recycling of plastic waste, producing, printing and rebelling of Polypropylene (PP) and Polyethylene (PE) in compliance with national environment laws and any other applicable laws.
- f) To supply yarn to weavers, and to assist, employ and hire such weavers for the weaving of yarn, and to buy, sell, market and otherwise deal in weaved products.
- g) To purchase, import, export, comb, spin, weave, dye and scour wool, wool-top woolen yarn, worsted yarn, cotton yarn, man-made fibre and Polypropylene (PP) and Polyethylene (PE) and any fibrous substance.
- h) To carry on the business of manufacturing, buying, selling, importing, exporting, commission agency, distributorship, and dealership in all sorts of products of plastic waste, Polypropylene (PP) and Polyethylene (PE), cotton, yarn, fibre, and other merchandise as permissible under national laws and any other applicable laws.
- i) To act as a dealer, trader, buyer, seller, commission agent, distributor, supplier, broker, mercantile agent, importer, exporter, shipper, cleaner, forwarding and indenting agent, advertising agent, advisor, consultant, engineer, contractor, representative of commercial, industrial and/or manufacturing in matters relating to the business and objective of the Company as herein concerns.
- j) To carry on the business of manufacturing, buying, selling, importing, exporting and dealing in plants, machinery, tools, equipments of all and every kinds and description and to acquire or let on hire such things or repair or renovate the same and to put the same to any lawful operation or business.
- k) To borrow money by means of loans from directors, commercial banks and Government financial institutions for the purpose of the business of the

Company, in such manner as the Company may think fit, and in particular by the issue of debentures, perpetual or otherwise, convertible into shares or non-convertible or perpetual annuities and as security for any such money so borrowed, and to mortgage, pledge or charge whole or any part of the property, assets or revenue of the Company by special assignment or otherwise to transfer or convey the same absolutely or in trust as may seem expedient and to purchase, redeem or pay off any such securities.

- l) To guarantee the performance of the contracts and obligations of the Company in relation to the payment of any loan, debentures, bonds, obligations or securities issued by or in favour of the company and to guarantee the payment or return on such investment or of dividend on any share of the Company.

- m) To purchase, take on lease or in exchange, hire or otherwise acquire any land, building, easement, right, privileges, concession, patents, patent rights, licences, trademarks or copyrights, machinery, Plant, stock-in-trade, and any real personal property of any kind necessary or convenient for the purpose of business of the Company.

- n) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of the Company.

- o) To sell, lease and in any other manner, deal with or dispose of the undertaking or property of the Company or any part thereof for such consideration as the Company may think fit.

- p) To amalgamate with any other company having objectives altogether or in part similar to those of this company, and to enter into partnership or any arrangement for sharing profits, union of interest, co-operation, joint-venture, reciprocal, concession or otherwise with any person or company carrying on

or engaged in, or about to carry on or engaged in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.

- q) To distribute all or any of the property of the Company among the members in specie or kind but so that no distribution amounting to a reduction in capital be made without sanction of the court where requisite.
- r) To open bank accounts of the Company and to draw, accept, make, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading or other negotiable or transferable instruments related to the business of the Company.
- s) To do all or any of such things, and to exercise any of the abovementioned powers and objects of the Company, by or through agents, subcontractors, trustees or otherwise.
- t) To do all such acts and things as are incidental, or which the Company may think fit and conducive, to the attainment of the above objects.

AND it is hereby declared:

- (i) That the word "company" in this clause shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in Tanzania or elsewhere.
- (ii) That in the interpretation of this clause and powers conferred upon the Company by any paragraph shall not be restricted by reference to any other paragraph or to the name of the Company or by the juxtaposition of two or more objects, nor shall any of the aforesaid object or powers be deemed subsidiary or auxiliary merely to the objects mentioned in each paragraph of this clause, save as it is

expressly provided, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and in the event of any ambiguity this clause and every paragraph hereof shall be construed in such a way as to widen and not restrict the powers of the Company.

(iii) That the meaning of any general word or words in any paragraph of this clause shall not be restricted by being construed ejusdem generis with any particular word or words in the same paragraph.

4. The liability of the members of the Company is limited by shares.
5. The authorized share capital of the Company is Tsh. 1,000,000,000/= (One Billion) divided into 10,000 ordinary shares of Tsh. 100,000 (One Hundred Thousand) each, with power of the Company, specifically, to increase the authorised share capital to include a further issue including of preference shares, and generally, to increase or reduce the capital and to divide the shares in the capital for the time being into several classes in accordance with the provisions of the Companies Act, 2002 and any rules made thereunder, and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being, 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 Articles of Association of the Company in accordance with law.

We, the 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.

S/N	Names, Addresses and Descriptions of Subscribers	Number of shares taken by each subscriber	Signature
1.	ZHENG YOU LI Address China peoples republic, Zhejiang Province, Wenzhou City, Wang he road, zip code 125	5,000	郑有礼
2.	WANG DA QING Address China peoples republic, Zhejiang Province, Wenzhou City, Wang he road, zip code 125	5,000	王大庆

Dated at Dar es Salaam this 17th day of MAY 2023.

WITNESSES to the above signatures:

Name: HENDRICK DANIEL MAFIKU

Signature: 

Postal Address: P.O. BOX 33984 DAR-ES-SALAAM

Qualification: ADVOCATE



THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

DIHAO INVESTMENT COMPANY LIMITED

INTRODUCTION

1. The regulations contained in Table "A" in the first schedule to the companies Act (Chapter 212) shall not apply to this Company, but the following shall be the regulations of the Company.

PART ONE - INTERPRETATION

2. In the Construction of these Articles the following words shall have the respective meanings hereby assigned to them, unless there is something in the context inconsistent herewith.
 - a) **"The Act"** means the Companies Act, Cap. 212;
 - b) **"The Articles"** means the articles of Association of the Company as now framed or as from time to time altered by Special Resolution;
 - c) **"The Auditors"** means the duly appointed auditors of the Company from time to time altered by Special Resolution;
 - d) **"The Board"** The Board of Directors of the Company or the directors, being a quorum, present at a duly convened meeting of directors;

- e) **"The Company"** means the above named Company;
- f) **"Clear days"** in relation to the period of a notice means that period excluding weekend and Public holidays;
- g) **"The Dividend"** means any distribution (whether in cash or property, and whether made before or during a winding up) by the Company to any Member with respect to the Member's equity interest in the Company;
- h) **"Member"** means an individual, firm body corporate or association admitted to membership of the company in accordance to these Articles;
- i) **"The Holder"** in relation to shares means the member whose name is entered in the register of members as the holder of the shares;
- j) **"The Office"** shall mean the registered office for the time being of the Company;
- k) **"Month"** means a Calendar Month;
- l) **"Persons"** Shall include Corporations, Companies, Partnerships, Cooperative Societies and other Legal/Statutory entities.
- m) **"Proxy"** shall include an Attorney duly constituted under a Power of Attorney.
- n) **"The Directors"** means the Director of the Company for the time being who are holding such posts;
- o) **"The register"** means the register of members to be kept pursuant to the provisions of the Law;
- p) **"Rules"** means any rules or regulations issued by the company pursuant to its Memorandum or Articles of Association;
- q) **"The Seal"** means the Common Seal of the Company;

- r) **"Transmittee"** means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law;
- s) **"Secretary"** shall mean any person appointed to perform the duties of the Secretary of the Company;

When any provision of the Act is referred to, the reference is that provision is as modified by any law for the time being in force.

Expressions referred to writing shall, unless the contrary intention appears, be construed as including as 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 which is in force at the date at which these Regulations become binding on the Company.

Any words importing the singular, include the plural and vice versa, and words importing the masculine gender shall include females, and the words importing persons shall include bodies corporate, partnership, firms, co-operatives, societies, etc.

The Regulations of the Companies Act shall apply to the Company: save as in so far as they are varied or excluded hereby, but in case of any conflict between the provisions herein, and the provisions under these regulations the former shall prevail, and in addition to substitution shall be under the regulations of the Company.

PART TWO – PRIVATE COMPANY

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

- (i) A member's right to transfer shares is restricted in the manner specified in this article.
- (ii) The number of members of the Company (Exclusive of persons who are in the employment of the Company and the persons who having been formerly in the employment of the Company were in such employment and have continued after the determination of such employment 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.
- (iii) The Company shall not invite the public to subscribe for any of its shares or debentures.
- (iv) The Directors may in their discretion refuse to register the transfer of a share.

PART THREE - SHARE CAPITAL/SHARES

Division One – Share Capital and the Rights of Share Holders

- 4. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any shares as the absolute owner thereof and shall not be under any obligation to recognize any trust, equitable claim, or partial interest in such share whether or not an express or other notice thereof was given.
- 6. The share capital of the Company is Tsh. 1,000,000,000/= (One Billion) divided into 10,000 ordinary shares of Tsh. 100,000 (One Hundred Thousand) 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.

7. If at any time the share capital is divided into different classes of shares, the rights attached to any class may be varied with the sanction of an extraordinary resolution passed at a specific general meeting of the holders of the shares of that class.
8. In every such separate general meeting the provisions of these regulations relating to general meeting should *mutatis mutandis* apply, and the proper quorum shall be two persons at least holding or representing by proxy seventy-five percent (75%) of the issued shares of that class, and that any holder or shares of the class present in person or by proxy may demand a poll.
9. The rights conferred upon the holders of any class issued with preferred or other rights 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.
10. The Directors may allot and issue shares in the capital of the Company in payment or part payment for any property sold or transferred, goods or machinery supplied, or for service rendered to the Company in the conduct of its business as fully paid-up shares, and if so issued, shall be deemed to be fully paid up.
11. Every person whose name is registered as a member on the register of members shall, without payment, be entitled to a certificate under the Seal of the Company specifying the share or shares held by him and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.
12. No person shall exercise any rights or privileges of a member until he shall have paid all calls and other moneys for the time being due on every share held by him.

13. If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding Tanzanian Shillings One Hundred Thousand (TZS 100,000/=), and on such terms, if any, as to evidence and indemnity, as the Directors think fit.
14. No part of the funds of the Company shall directly or indirectly be employed in the purchase of, or in loans upon the security of, the Company's shares.
15. The Directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of shares **PROVIDED ALWAYS** that any share may be transferred at any time by a member to his father or mother or to any lineal descendants to such father or mother or to his marital partner, and any share of a deceased member may be transferred by his executors or administrators to the widow or widower or any such relative as aforesaid to such deceased member, being a cestrum or specific legatee thereof and shares standing in the name of any deceased member may be transferred to or placed in the names of the executor(s) or trustee(s) of his will.

Division Two – Alteration and Reduction of Share Capital, Share Buy-Backs and Allotment of Shares

16. The Company may by ordinary resolution alter its share capital in any way or more of the ways set out in section 64 of the Act, and sections 65, 66 and 67 of the Act apply accordingly.
17. The Company may by special resolution reduce its share capital in accordance with sections 69-72 of the Act.
18. The Company may buy back its own shares, including any redeemable shares.
19. The Directors must not exercise any power conferred on them to allot shares in the Company without the prior approval of the Company by resolution.

Division Three - Distributions

20. Procedure for declaring dividends:

- (i) The company may at a general meeting declare dividends, but a dividend must not exceed the amount recommended by the directors.
- (ii) The directors may from time to time pay the members interim dividends that appear to the directors to be justified by the profits of the company.
- (iii) A dividend may only be paid out of the profits.
- (iv) Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.
- (v) Before recommending any dividend, the directors may set aside out of the profits of the company any sums they think fit as reserves.
- (vi) The Directors may:
 - (a) Apply the reserves for any purpose to which the profits of the Company may be properly applied; and
 - (b) Pending such an application, employ the reserves in the business of the Company or invest them in any investment other than the shares of the Company.
- (vii) The Directors may also without placing the sums to reserve carry forward any profits that they think prudent not to divide.

21. If a dividend or other sum that is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

- (i) Transfer to a bank account specified by the distribution recipient either in writing or as the directors decide;
- (ii) Sending a cheque made payable to the distribution recipient by post to the distribution recipient either in writing or as the directors decide;
- (iii) Sending a cheque made payable to the specified person by post to the specified person at the address the distribution recipient has specified either in writing or as the Directors decide.
- (iv) Any other means of payment as the Directors agree with the distribution recipient either in writing or as the Directors decides.

22. The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- (i) The terms on which the share was issued; or

- (ii) The provisions of another agreement between the holder of the share and the Company.

- 23. If dividends or other sums are payable in respect of shares and they are not claimed after having been declared or become payable, they may be invested or made use of by the Directors for the benefit of the Company until claimed.

- 24. The payment of the dividends or other sum into a separate account does not make the Company a trustee in respect of it.

- 25. A distribution is no longer entitled to a dividend or other sum and it ceases to remain owing to the Company, if:
 - a) 12 years have passed from the date on which the dividend or other sum became due for payment; and
 - b) The distribution recipient has not claimed it.

- 26. Subject to the terms of issue of the shares in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value including, without limitations, shares or other securities in the Company.

- 27. For paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, if any difficulty arises regarding the distribution:
 - (i) Fixing the value of any assets;
 - (ii) Paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - (iii) Vesting any assets in trustees.

28. Distribution recipients may waive their entitlements to a dividend or other distribution payable in respect of a share by executing to the Company a deed to that effect.
29. But if the share has more than one holder or more than one person is entitled to the share (whether by reason of the death or bankruptcy of one or more joint holders, or otherwise) the deed is not effective unless it is expressed to be executed by all the holders or other persons entitled to the share.

Division Four – Capitalization of Profits

30. The Company may by ordinary resolution on the recommendation of the Directors capitalize profits.
31. If the capitalization is to be accompanied by the issue of shares or debentures, the Directors may apply the sum capitalized in the proportions in which the members would be entitled if the sum was distributed by way of dividend.

Division Five – Lien

32. The Company shall have a lien on every share for all money (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a lien on all shares standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company 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 shall extend to all dividends payable thereon.
33. The Company may sell, subject to the provisions on forfeiture of shares, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.

34. The 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 shall (subject to a like lien for sums 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.

Division Six – Calls on Shares

35. The Directors may, subject to any conditions of allotment from time to time make calls upon the members in respect of any moneys unpaid on their shares whether on account of the nominal value of the shares or by way of premium provided that (except as otherwise fixed by the conditions of allotment) no call on any share shall be payable at less than thirty days from the date appointment for payment of the last preceding call, and each member shall, subject to being given at least three weeks notice specifying the time and time of payment, pay to the Company at the time and place so specified the amount called on his shares.
36. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
37. If a sum called in respect of a share is not paid before or on the day appointed for payment, the person from whom the sum is due shall pay interest upon the sum at a rate of eight per centum (8%) per month from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.
38. The provisions of these regulations as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue or a share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.

39. The Directors may, if they think fit, receive from any member willing to advance all or any part of the money unpaid upon the shares held by him beyond the sums actually called upon thereon as a payment in advance of a call which shall extinguish, so far as the same shall extend liability upon the shares in respect of which it is advanced.

Division Seven – Transfer and Transmission of Shares

40. Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of both the transferor and the transferee.
41. No fee may be charged by the Company for registering any instrument of transfer or other document relating to or affecting the title to any share.
42. The Company may retain any instrument of transfer that is registered.
43. The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
44. The Company adopts a pre-emption clause and stipulates that:
- (i) Every member or other person who intends to transfer his shares shall primarily offer such shares to the existing members of the Company.
 - (ii) The potential transferor shall give notice in writing to the board of Directors of his intention.
 - (iii) The price of the share to be sold shall be agreed upon by the transferor and the Directors.

- (iv) Upon the price being fixed the board of Directors 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 member, if interested, to state in writing within thirty (30) days from the said notice their willingness to purchase any number of the said shares.
 - (v) At the expiration of the said thirty days the Directors shall allocate the said shares to or amongst the members or member who shall have expressed his willingness to purchase as aforesaid, and if more than one on a pro-rata basis 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.
 - (vi) Upon such allocation being made the transferor shall be bound on payment of the said price to transfer the shares to the purchasing member(s). If he makes default in so doing the Chairman for the time being of the Directors of the Company or any other Director nominated by the Directors for that purpose shall forthwith be deemed to be duly appointed attorney of the Transferor, with full power to execute, complete and deliver in the name and on behalf of the transferor a transfer of shares to the purchasing member(s) and the Directors may receive and give a good discharge for the purchasing money on behalf of the transferor and enter the name of purchaser in the register of members as holder by transfer of the shares purchased by him.
 - (vii) In the event of the whole or any part of the shares offered through the Board as provided by this article not being sold in the manner by this article provided the transferor may at any time within six (6) calendar months after the expiration of the said period of thirty (30) days after the date of the notice given by the board to the members transfer the shares not so sold to any person, at any price.
45. Without limiting article 3(iv), the Directors may refuse to register the transfer of a share if:-
- (i) The instrument of transfer is not lodged at the Company's registered office or another place that the Directors have appointed;
 - (ii) The instrument of transfer is not accompanied by the certificate for the share to which it relates, or other evidence the Directors reasonably require to show the

- transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf; or
- (iii) The transfer is in respect of more than one class of shares.

46. If the Directors refuse to register the transfer of a share under Articles 3(iv), they shall within two months after the date on which the transfer was lodged with Company send to the transferee a notice of refusal together with the instrument of transfer lodged with the Company.
47. If a member dies, the Company may only recognize the following person or persons as having any title to a share of the deceased member:
- (i) If the deceased was a joint holder of the share, the surviving holder of the share; and
 - (ii) If the deceased member was a sole holder of the share, the legal personal representative of the deceased member.
48. If a transmittee produces evidence of entitlement to the share as the Directors properly require, the transmittee may, subject to these articles, choose to become the holder of the share or to have the share transferred to another person.
49. The Directors have the same right to refuse or suspend the registration as they would have had if the holder had transferred the share before the transmission.
50. The transmittee is entitled to the same dividends and other advantages to which the transmittee would be entitled if the transmittee were the holder of the share, except that the transmittee is not, before being registered as a member in respect of the share, entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.
51. The Directors may at any time give notice requiring a transmittee to choose to become the holder of the share or to have the share transferred to another person.
52. If the notice is not complied with within 90 days of the notice being given, the Directors may withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirement of the notice have been complied with.

53. If a transmittee chooses to become the holder of a share, the transmittee must notify the Company in writing of the choice.
54. Within two (2) months after receiving the notice, the Directors must:
 - (i) Register the transmittee as the holder of the share; or
 - (ii) Send the transmittee a notice of refusal of registration.
55. If the Directors refuse registration, they shall within two months send to the transmittee a notice of refusal stating the reasons thereof.
56. If a notice is given to a member in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the member before the transmittee's name has been entered in the register of members.

Division Eight – Forfeiture of Shares

57. If a member fails to pay any call or installment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of such call or installments remains unpaid serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
58. The notice shall name a further day (not earlier than the expiration of three weeks from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.
59. If the requirements of such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time hereafter before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares not actually paid before the forfeiture.

60. A forfeiture 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 the Directors think fit.
61. A person 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 forfeiture, were presently payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company receives payment in full of the Nominal amount of the shares.
62. A statutory declaration in writing that the declarant is a Director of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
63. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether in account of the amount of the share, or by way of premium, as if the same had been payable by virtue of all calls duly made and notified.

PART FOUR – DECISION TAKING BY MEMBERS

Division One – General Meetings

64. A general meeting shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) at a place as may be determined by the Directors.

Provided the Company holds its first annual general meeting within the eighteen months of the incorporation, it need not hold it in the year of incorporation or in the following year. The annual general meeting shall hold at such time and place, as the director shall appoint.

65. All such general meetings shall be called Annual General Meetings and all other general meetings shall be called Extraordinary General Meetings.
66. The Directors may, whenever they think fit, convene an extraordinary general meeting and such meeting shall also be convened on such requisition. If at any time there are not within Tanzania sufficient Directors capable of acting to form a quorum, any Director or any one member of the Company convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
67. A meeting of a Company other than an adjourned meeting may be called by twenty-one days notice in writing.
68. A meeting of a Company shall, notwithstanding that is called by shorter notice than that specified in Article 64 be deemed to have been duly called if it is so agreed:-
- (i) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
 - (ii) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than ninety-five per cent in nominal value of the shares giving a right to attend and vote at the meeting.
69. All business transacted at any general meeting shall be deemed special with the exception of the consideration of the accounts, balance sheet and the ordinary report of the Directors and auditors.
70. No business shall be transacted at any general meeting or any adjournment thereof unless a quorum of members is present when the meeting proceeds to business. A quorum shall be constituted when two members are present in person or by proxy and hold not less than seventy-five percent of the issued share capital entitled to vote on the matters therein presented.

71. No resolution, whether special or extraordinary, shall be carried as being passed at any general meeting or any adjournment thereof, unless the said resolutions received the affirmative vote of not less than seventy-five percent of the shares of such members as, being entitled to do so, vote in person or by proxy at a general meeting of which notice specifying the intention to propose the resolution as special or extraordinary has been duly given.
72. The Chairman, if any, of the board of Directors shall preside as Chairman at every general meeting of the Company.
73. If there is no such Chairman, or if at any meeting, he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, the members present shall choose someone of their number to be Chairman.
74. The Chairman may, with the consent of any meeting at which a quorum is present, and if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
75. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration results of the show of hands) demanded by at least one member present in person or by proxy and entitled to vote. Unless a poll is so demanded, a declaration by the Chairman that the resolution has, on a show of hands, been carried or carried unanimously or by a particular majority, or lost, and an entry to that effect in the minute book shall be conclusive evidence of the fact.
76. If a poll is duly demanded, it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

77. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

78. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs.

Division Two – Voting at General Meeting

79. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every members present in person shall have one vote. On a poll every member shall have one vote for each share of which he is the holder.

80. In case of joint holders 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.

81. 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 committee or other legal guardian appointed by the court, and any such committee or other legal guardian may, on a poll, vote by proxy.

82. On a poll, votes may be given either personally or by proxy, provided that no member of a Company shall vote by proxy unless a resolution of its Directors is in force.

83. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorized in writing, or, if the appointer is a corporation, either under a seal, or under the hands of an officer or attorney duly authorized. A proxy need not be a member of the Company.

84. The instrument appointing a proxy and the power of attorney or other authority, if any, shall be deposited at the registered office of the Company not less than

twenty-four hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, and in default the Instrument of proxy shall not be treated as valid.

85. Any instrument appointing a proxy may be in the following form, or any other form, which the Directors shall approve:

"..... Limited

"I/We, of being a member/members of the above named Company, hereby appoint of as my/our proxy, to vote for me/us and on my/our behalf at the (ordinary or extraordinary as the case may be) general meeting of the Company to be held at on the day of 20....."

Signed this day of20.....

86. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

87. An appointment of a proxy may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given, but the revocation shall only take effect if it is received by the Company:

- (i) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting
- (ii) For a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.

88. Any objection to the qualification of any person voting at a general meeting may only be raised at the meeting or adjourned meeting at which the vote objected to is tendered, and a vote not disallowed at the meeting is valid.

89. Any objection must be referred to the chairperson of the meeting whose decision is final.

PART FIVE – DIRECTORS

90. The first Directors of the Company shall be:

- (i) **YOULI ZHENG**
- (ii) **DAQING WANG**

91. Any member or members shall, so long as he or they continue to hold in the aggregate twenty percent (20%) in nominal value of the issued shares of the Company, in respect of each such holding of twenty percent (20%), be entitled to appoint any person to be a Director of the Company. Every such member or members may at any time remove from office and Directors appointed or removal shall be effected by notice in writing signed by the member or members making the same or, in the case of a member being a Corporation, signed by any of its Directors or other authorized officer on its behalf, and shall take effect upon lodgment at the registered office.

92. Any member or members holding in the aggregate more than fifty percent (50%) in nominal value of the issued shares of the Company may nominate as Chairman of the Board of Directors, one of the Directors appointed under this Article of Association.

93. A Director may resign from office upon giving one month's notice in writing to the Company of his intention so to do, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance by the Board of Directors.

94. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting.

95. In addition to their usual remuneration the Directors shall, subject to the approval of the whole Board of Directors, also be paid such travelling, hotel and other expenses as may reasonably be incurred by them in the exercise of their duties,

alternate Director other than an alternate Director appointed by a Director who at the date of the resolution is absent from Tanzania.

99. Provided a Director declared his interest therein in manner provided by the Act he may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising there out, and if he shall so vote his vote shall be counted in the quorum when any such contract or arrangement is under consideration.
100. The Directors may exercise all of the powers of the Company with the exception of the following, which shall require ratification by the Company in general meeting:
- a) Increasing or introducing shares or value of shares,
 - b) Mortgaging or charging the company's undertaking; property and uncalled capital or any part thereof.
 - c) Issuing debentures, debenture stock and other securities in excess of Tanzania shilling Fifty Million (Tsh. 50,000,000/-) whether outright or as a security for any debt, liability or obligation of the Company or of any third party.
101. The business of the Company shall be managed by the Directors who may pay all expenses incurred in getting up and registering the Company, and may exercise all such powers of the Company as may be prescribed by the Company, as are not, by the Act, or by these articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any article herein, provisions of the Act or Regulations thereunder. No regulations made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
102. The Directors may from time to time appoint one or more of their body to the office of Managing Director or may appoint any person or body corporate to manage the Company for such term and at such remuneration (whether by way of salary or commission, or participation in profits, or partly in one way and partly in another) as they may think fit. In the case of the appointment of a Managing Director such appointment shall be subject to determination *ispo facto* if he ceases from any cause to be a Director.

103. The Directors shall cause minutes, signed by all Directors present at any meeting, to be made in books provided for the purposes of:
- a) All appointments of officers made by the Directors
 - b) The names of the Directors present at each meeting of the Directors.
 - c) Of all resolutions and proceedings at all meeting of the Company, and of the Directors.
104. The Office of Director shall be vacated if the Director:
- i. Without the consent of the Company in general meeting holds any other office of profit under the Company except that of Managing Director or Manager, or
 - ii. Becomes bankrupt in this Territory or in any other territory which is declared to be a reciprocating territory or in any other territory which is declared to be a reciprocating territory under the Bankruptcy Act; or
 - iii. Ceases to be a Director by virtue of any provisions of the Act or becomes prohibited by law from being a Director; or
 - iv. Is found lunatic or becomes of unsound mind;
 - v. Resigns his office by notice in writing to the Company ; or
 - vi. Is punished with imprisonment for a term exceeding six months without the option of a fine.
 - vii. Is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by the Act.
105. The Directors may meet, together, upon adequate notice duly given for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting, shall except as otherwise agreed from time to time by the members, be decided by a majority of votes. A Director may, and the secretary on the requisition of a Director shall at any time summon a meeting of the Directors. Adequate notice shall in all cases be that which is reasonably calculated to advise Directors whether within or without Tanzania of the proposed meeting.
106. If at any time the chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their members to be Chairman of the meeting.
107. This Article applies if:

- (i) A Director is in anyway (directly or indirectly) interested in a transaction, arrangement or contract with the Company that is significant in relation to the Company's business; and
 - (ii) The Director's interest is material.

- 108. The Director must declare the nature and extent of the Director's interest to the other Directors.

- 109. The Director must neither:
 - (i) Vote in respect of the transaction, arrangement or contract in which the Director is so interested; nor
 - (ii) Be counted for quorum purposes in respect of the transaction, arrangement or contract.

- 110. In this article "arrangement to subscribe for or underwrite shares" means:
 - (i) A subscription or proposed subscription for shares or other securities of the Company.
 - (ii) An arrangement or proposed agreement to subscribe for shares or other securities of the Company; or
 - (iii) An agreement or proposed agreement to underwrite any of those shares or securities.

- 111. A Director may hold any other office or position of profit under the Company (other than the office of auditor) in conjunction with the office of Director for a period and on terms (as to remuneration or otherwise) that the Directors determine.

- 112. A Director of the Company may be a Director or other officer of, or be otherwise interested in:
 - (i) any Company prompted by the Company; or
 - (ii) any Company in which the Company may be interested as Shareholders or otherwise.

113. Subject to the Act, the Director is not accountable to the Company for any remuneration or other benefits received by the Director as a Director or officer of, or from the Director's interest in, the other Company unless the Company otherwise directs.

PART SIX – SECRETARY

114. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

115. No person shall be appointed to hold office as Secretary who is:

- i) The sole Director of the Company, or
- ii) A corporation, the sole Director of which is the sole Director of the Company.
- iii) The sole Director of a corporation which is the sole Director of the Company.

116. A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

PART SEVEN - ACCOUNTS AND AUDIT

Division One – Accounts

117. The Director shall cause proper books of account to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place; All sales and purchases of goods by the Company and the assets and liabilities of the Company.

118. Books of accounts shall be kept at the registered office of the Company, or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.

119. No right to inspect accounts and other records. A person is not entitled to inspect any of the Company's accounting or other records or documents merely because of being a member, unless the person is authorized to do so by:
- a) An enactment;
 - b) The Directors; or
 - c) An ordinary resolution.
120. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorized by the Directors or by the Company in general meeting.
121. The Directors shall from time to time in accordance with section 132 of the Act, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets and reports as are referred to in that section.
122. The profit and loss account shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expenses of the establishment, salaries and other like matters. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting and in case where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated, with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.
123. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting together with a copy of the Auditor's report shall not less than three weeks before

the date of the meeting be sent to all persons entitled to receive notices of general meetings of the Company.

Division Two – Audit

124. The Company shall at each Annual General Meeting appoint an Auditor or Auditors to hold the office until the next Annual General Meeting.
125. A person or corporation other than the retiring Auditor shall not be capable of being appointed Auditor at an Annual General Meeting unless notice of an intention to nominate that person or corporation to the office of Auditor has been given by a member of the Company not less than fourteen days before the Annual General Meeting and the Company shall send such notice to the retiring Auditor and shall give notice thereof to the members not less than seven days before the Annual General Meeting.
126. The remuneration of the Auditors shall be fixed by the Company in General Meeting.
127. The Auditors shall be entitled to attend any general meeting of the Company at which any accounts which have been examined or reported on by them are to be laid before the Company and to make any statement or explanation they desire with respect to the accounts.

PART EIGHT – THE SEAL

128. Company seals
- (i) A common seal may only be used by the authority of the Directors.
 - (ii) A common seal must be a metallic seal having the Company's name engraved on it in legible form.
 - (iii) Every instrument to which the seal shall be affixed shall be signed by a Director and one authorized person.
 - (iv) For the purpose of this article, an authorized person is:
 - (a) Any Director of the Company;

- (b) The Company secretary; or
- (c) Any person authorized by the Directors for signing documents to which the common seal is applied.
- (v) If the Company has an official seal for sealing securities, it may only be affixed to securities by the Company secretary or a person authorized to apply it to securities by the Company secretary.

PART NINE – WINDINGUP

129. Winding up

- (i) If the Company is wound up and a surplus remains after the payment of debts proved in the winding up, the liquidator:
 - (a) may, with the required sanction, divide amongst the members in specie or kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may, for this purpose, set a value the liquidator thinks fair on any property to be so divided; and
 - (b) may determine how the division is to be carried out between the members or different classes of members.
- (ii) The liquidator may, with the required sanction, vest the whole or part of those assets in trustees on trust for the benefit of the contributories that the liquidator, with the required sanction, thinks fit, but a member must not be compelled to accept any shares or other securities on which there is any liability.

PART TEN – INDEMNITY

130. Subject to the provisions of the Act every Director or other officer and auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities which he may sustain or incur in or about the execution of his office or otherwise in relation thereto unless the same occur through his own dishonesty, negligence, default, breach of duty, criminal act, or breach of trust wherein the Director or officer shall be personally liable.

PART ELEVEN – ADDITIONS AND ALTERATIONS

131. Subject to the provision of the Companies Act and to those contained in the Memorandum of Association, the Company by a special resolution, may make alterations additions to these Articles of Association and any such alterations or additions so made shall be valid and effectual as if originally contained in these Articles and be subject in like manner to alterations by Special Resolution.

PART TWELVE – ARBITRATION

If and whenever any dispute or difference shall arise between the Company and any of the members of their respective representative touching upon the construction or meaning of any of the Articles herein contained or any act, matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising there under or arising out of the relation existing between the parties by reason of these Articles or the Ordinance such differences shall (unless a sole arbitrator be agreed upon) forthwith be referred to the arbitration of two (2) arbitrators, to be appointed by all party, in the event of failure to agree within thirty (30) days the procedure laid down in the Arbitration Act, 2020 or any enactment replacing the Arbitration Act, shall apply.

We, the persons, whose names, address and descriptions are subscribed here below, shareholders of the Company, are desirous to adopt this Article of Association to be primary machinery for regulating our company's affairs.

S/N	Names, Addresses and Descriptions of Subscribers	Number of shares taken by each subscriber	Signature
1.	ZHENG YOU LI Address China peoples republic, Zhejiang Province, Wenzhou City, Wang he road, zip code 12	5,000	郑有礼
2.	WANG DAQING Address China peoples republic, Zhejiang Province, Wenzhou City, Wang he road, zip code 125	5,000	王大庆

Dated at Dar es Salaam this 19th day of MAY 2023.

WITNESSES to the above signatures:

Name: HENDRICK DANIEL MATIKU

Signature: [Handwritten Signature]

Postal Address: P.O. BOX 33984 DAR-ES-SALAAM

Qualification: ADVOCATE

