

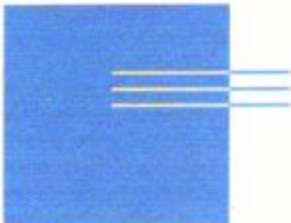
THE COMPANIES ACT NO 12 OF 2002  
MEMORANDUM AND ARTICLES OF ASSOCIATION OF

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# NORE INTERNATIONAL LIMITED

Incorporated this day 20<sup>th</sup> day of APRIL 2023

DRAWN BY  
INFINITE SOLUTIONS CONSULTANCY  
Legal and Business Consultants  
263 Oysterbay Street, Dar es Salaam  
Call: 255784499331



**THE COMPANIES ACT NO 12 OF  
MEMORANDUM AND ARTICLES OF ASSOCIATION OF**

# **NORE INTERNATIONAL LIMITED**

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263 Oysterbay Street, Dar es salaam  
P.O. Box 77236 Dar es Salaam

## THE COMPANIES ACT NO 12 OF 2002

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*Company Limited by Shares*

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### MEMORANDUM OF ASSOCIATION

OF

### NORE INTERNATIONAL LIMITED

1. The name of the Company is **NORE INTERNATIONAL LIMITED**
2. The registered office of the Company will be situated in the Republic United of Tanzania.
3. The objects for which the Company is established are-
  - a) To carry on the business of Manufacturers, Fabricators, and Processors of footwares and related products.
  - b) To carry on the business of general traders, dealers, wholesalers, retailers, importers, and exporters of footwear products, households and other related materials, products, appliances, and goods of any kind.
  - c) To carry on the business as exhibitors of various goods, services, and merchandise and to undertake the necessary activities to promote sales of goods, services, and merchandise manufactured/dealt with/provided by the Company.
  - d) To act as broker, trader, agent, C & F agent, shipper, distributor, representative, franchiser, consultant, collaborator, stockiest, liaison, job worker, export house of goods, merchandise, and services of all grades, specifications, descriptions, applications, modalities, fashions, including by-products, spares or accessories thereof, on retail as well as on wholesale basis.
  - e) To carry on the business of marketing, promoting, advertising Franchising, or dealing in any of the above activities both in internal and external markets, on digital, media or any other online or digital means, on its own or through any sort or nature and to appoint sub-franchisers etc., for any of the above purposes, in India or elsewhere and marketing through online marketing, digital marketing on various sites.
  - f) To undertake assignments as business managers, consultants, and investment analysts to take part in the management of any company and, employ any person, firm, or, Corporation on any assignment to be undertaken by the company.

- g) To enter into contracts, agreements arrangements, and joint ventures with the Government and any other Company for the carrying out by the company or such other companies on behalf of the company of any of the objects for which the company formed.
- h) To purchase, take on lease, or by any other means acquire and to hold any land or property for any estate or interest whatsoever and any rights, privileges, or easements over or in respect of any building's houses, factories, mills, works, machinery, rolling stock, plant or any real or personal property or rights of any kinds.
- i) To apply for purchase, or otherwise acquire and protect and renew in any part of the world any patents, patent rights, trademarks, designs, licenses, concessions, and the like conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the company, or acquisition of which may seem calculated directly or indirectly to benefit the company and to use, exercise, develop, or grant licenses in respect of, or otherwise turn to account the property, rights or information so acquired, and to expend money in experimenting upon, testing or improving on such patents, inventions or rights.
- j) To acquire any such shares, stocks, debentures, debenture stock, scripts, bonds, notes, securities, obligations, funds, or loans by original subscription, tender, purchase, participation in syndicates, exchange, or otherwise, and to guarantee subscription thereof, and to exercise, and enforce all rights and powers conferred by or incidental to ownership thereof, and to vary and transform from time to time as may be considered expedient any of the company's investments for the time being.
- k) To acquire and take over the whole or any part of the business, property, and liabilities of any company or person carrying on any business that the company authorized to carry on, possessed of any property or assets suitable for the company.
- l) To lend money and/or guarantee the performance of the contracts or obligations of any company, firm, or person, and the payment and repayment of the capital and principal or, dividends, interest, or premium on, any stock, share, es and security of any company, whether having objects similar to those of the company or not, and to give all kind of indemnities, and to make and receive subvention payments.
- m) To borrow or raise or secure the payment of money by bank overdrafts, mortgage, or by the issue of debenture stock, perpetual or otherwise, or in such other manner as the company's property or assets, present, and future, including its uncalled capital, and collaterally or



further to secure any securities of the company by a trust deed or other assurance.

- n) To issue and deposit any securities which the company has the power to issue by way of mortgage or secure any such sum less than the nominal amount of such securities, and also by way of security for the performance of any contract or obligations of the company or of its customers of any other company or person having dealings with the company, or in whose business or undertakings the company is interested.
  - o) To receive money on deposit with or without interest thereon.
  - p) To distribute any of the company's property or assets among the members of the specie.
  - q) To do all such acts and things as are incidental or conducive to the attainment of the above objects.
- i. It is hereby declared that the word "company" except when used about the company shall be deemed to include any partnership, or other body of persons whether incorporated and whether not existing or hereinafter to be formed.
  - ii. It is furthermore expressly declared that the intention in that of the foregoing paragraphs of this clause shall be construed most liberally and shall in no way be limited or restricted by reference to any other paragraph or by any inference drawn from the terms of any other paragraph.

4. The liability of the members is limited to their respective shares.

5. The authorized capital of the company at the date of registration of this Memorandum of Association is Tanzania Shillings 200,000,000/= divided into 10,000 ordinary shares of TShs. 20,000/= each with power for the company to increase such Capital, allocated the Unallocated Shares and to divide the shares in the capital for the time being, whether original or increased, in different classes, and to attach thereto respectively any preferential, deferred, qualified, or special rights, privileges or conditions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares, whether the preferences otherwise or any such rights, privileges or conditions shall not be altered or modified except by the Articles of Association registered herewith.

We, the several persons whose names, addresses, 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.

Name, addresses and Description of subscribers	No. of shares taken	
<b>JIE TONG</b>  Tanzania, Dar Es Salaam, Kinondoni, Wazo, Street TEGETA, Road Salasala Rd, Plot number 292, Block number D, House number N/A PO Box 77236	5100	
<b>XIAPING YIN</b>  China, People's Republic of, FUJIAN, NO.2, GUANCHEN PHASE III, DRAGON LAKE-JIATIANXIA, JINJIANG, Postal address 362700	4900	

Dated this ..... 17.... day of ..... **APRIL** ..... 2023

WITNESS to the above Signatures:

Name IPYANA FRANCIS

Signature 

Postal Address PO BOX 2479 Dar es Salaam



Qualification ADVOCATE AND COMMISSIONER OF OATH

**THE COMPANIES ACT NO 12 OF 2002**

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*Company Limited by Shares*

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**ARTICLES OF ASSOCIATION**

**OF**

**NORE INTERNATIONAL LIMITED**

1. in these Articles inconsistent with the subject or context:

"The Board" means the Board of Directors for the time being of the company

"Dividend" includes bonuses;

"Member" means the registered holder of shares in the company.

"The Act" means the Company Act (No 12 of 2002);

"The Seal" means the common seal of the company;

"Secretary" means any person appointed to perform the duties of the Secretary of the company;

Words denoting the singular include the plural and vice-versa and words denoting the Masculine gender include the feminine gender. Words denoting persons include Corporations, companies, partnerships, cooperative societies, and the like.

Reference herein to any provision of the Act shall be construed as a reference to such a provision as modified by any statute for the time being in force.

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

Unless the context otherwise requires, the expressions defined in the act or any statutory modification thereof in the force at the date at which these regulations become binding on the company shall have the meaning so defined.

The regulations of the companies act shall not apply to the company save in so far as they are varied or excluded hereby, but in the case of any conflict between the provision herein, and the provisions under the regulation the former shall prevail, and in

addition to substitution shall be the regulation of the company.

### **MEMBERS**

2. The Company is a private company and accordingly:

The right to transfer shares is restricted in the manner hereinafter prescribed.

The number of members of the company (exclusive of persons who are in the employment of the company and of persons who have been formerly in the employment of the company and of persons who have been formerly in the employment of the company jointly, they shall of this regulation be treated as a single member. a

Any invitation to the public to subscribe for any shares or debentures of the company is prohibited. The company shall not have the power to issue share warrants to the bearer.

### **CAPITAL**

3. The share capital of the company at the date of registration of these Articles of Association is Tanzanian Shillings 200,000,000/= divided into 10000 shares of Tanzania shillings 20,000/= each.

4. Without prejudice to any special rights previously conferred on the holder of any existing deferred or other special rights or such restrictions, whether regarding dividend, voting, return of capital or, otherwise, as the company may from time to time, by ordinary resolutions determine.

5. The rights conferred upon the holders of the shares 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.

### **ALLOTMENT OF SHARES**

6. Subject to the provisions of these Articles the shares shall be at the disposal of the Directors, and they may (subject to the provisions of the Act) allot, grant option over or otherwise dispose of them to such persons, on such terms and conditions, and at such times as they think fit, but so that no share shall be issued at a discount, except by the provisions of the Act.

### **CALLS ON SHARES**

7. The Directors may, from time to time, subject to the provisions of these Articles and any conditions of allotment, make such calls upon the shareholders in respect of all monypaid on their shares as they may think fit. A call may be revoked or postponed as the Directors may determine.

## CERTIFICATES

8. Every person, whose name is entered as a member in the register shall be entitled, without any payment, to receive within two months after allotment or lodgment of transfer or within such other period as the condition of issue shall provide, a certificate under the seal specifying the shares allotted or transferred to him and the amount paid thereon, provided that in the case of joint holders, the company shall not be bound to issue more than one certificate to each of the joint holders and delivery of the such certificate to any one of them shall be sufficient delivery to all.

9. If any such certificate shall be worn out, defaced, destroyed, or lost, it may be renewed on such evidence being produced, as the Directors shall require and it may be renewed in case of wearing out or defacement on delivery of the old certificate and in case of destruction or loss on the execution of such indemnity. In case of destruction or loss, the member to whom such renewed certificate is given, shall also bear and pay to the Company all expenses incidental to the investigation by the company of the evidence of such destruction or loss to such indemnity.

## PROHIBITION OF DEALING IN COMPANY'S SHARES

10. The company shall not give, whether directly or indirectly or whether using a loan guarantee, the provision of security or otherwise financial assistance for the purchase or subscription made or to be made by any person or for any shares in the company or its holding company (if any) nor shall the company make a loan for any purpose whatsoever on the security of its shares or those of its holding company (if any), but nothing in these Article Share Transactions mentioned in the provisions of the Act.

## LIEN

11. The company shall have a first and paramount 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's lien, if any, on a share, shall extend to all dividends payable thereon.

## TRANSFER OF SHARES

12. All transfers of shares may be affected by transfer in writing in the usual common form, underhanded only.

13. The instrument of transfer of a share shall be signed by or on behalf of the transferor and transferee and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect thereof.

14. The Directors may refuse to register a transfer of any share to any person who in their opinion is undesirable in the interests of the company to admit to membership. No transfer shall be registered for any reason thereof if the numbers would exceed the limit herein before prescribed.

15. The Directors may refuse to register any transfer of a share where the company has a lien on the share.

16. If the Directors refuse to register a transfer, they shall, within two months after the date on which the transfer was lodged with the company, send to the transferee notice of the refusal.

17. The Directors may decline to recognize any instrument of the transfer unless the instrument of the transfer is deposited at the office or such other place as the Directors may appoint, accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

#### TRANSMISSION OF SHARES

18. In case of the death of a shareholder, the survivor or survivors (when the deceased was a joint holder) and the executors or administrators of the deceased (when he was a sole or only surviving holder), shall be the only persons recognized by the company as having any title to his shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

19. Subject to any other provision of these articles, any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence as to his title being produced as may from time to time be required by the Directors and subject as hereinafter provided, be registered himself as a holder of the share or elect to have some person nominated by him as the transferee thereof.

20. Subject to any other provision of these Articles, if the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the secretary, at the registered office of the company, a notice in writing, signed by him, stating that he so elects. If he shall elect to have his nominee a transfer of the such share. All the limitations, restrictions, and provisions of these Articles, relate to the right to transfer such share. And the registration of transfer as aforesaid, as if the death or bankruptcy of the member had not occurred and the notice of transfer executed by such member.

21. A person becoming entitled to a share, in consequence of the death of

The bankruptcy of a member shall be entitled to receive and give a good discharge for all dividends and other money payable in respect thereof, but shall not be entitled to receive notices of or to attend or vote at meetings of the company or, save as aforesaid, to any of the rights or privileges of a member until he shall become a member in respect of the share.

### FORFEITURE OF SHARES

22. If any member fails to pay the whole or any part of any call on or before the day appointed for the payment thereof, the Directors may at any time thereafter during such times as the call remains unpaid or any part thereof, serve a notice on him requiring him to pay such call or such part thereof as remains unpaid together with any accrued interest and any expenses incurred by the company because of such non-payment.

23. The notice shall name a further day (not being less than fourteen days from the date of the notice) on or before which such call or any part thereof as previously mentioned and all such interest and expenses as previously mentioned, are to be paid. It shall also name the place where payment is to be made and shall state that in the event of non-payment, on or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

24. If the requirements of any such notice as previously mentioned are not complied with, any share in respect of which such notice has been given may, at any time thereafter, before payment of all calls, interest, and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect.

25. A forfeiture of shares under the preceding Article shall include all dividends declared in respect of the forfeited shares not paid before the forfeiture.

26. Where any share has been forfeited by these Articles, notice of the forfeiture, by transmission as the case may be, shall forthwith be given to the holder of the shares and an entry of such notice having been given and of the forfeiture, with the date, thereof shall forthwith be made in the register opposite to the entry of the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

27. Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before the forfeited share has been otherwise disposed of, permit the share so forfeited to be redeemed upon the terms of payment of all calls, interest due upon and expenses incurred in respect of the share and upon any further or other terms they may think fit.

28. Every share which shall be forfeited shall thereupon become the property of the company and may be either canceled or sold or re-allocated or otherwise disposed

of, either to the person who was before forfeiture the holder thereof or entitled thereto or any other person, upon such terms and in such manner as the Board shall think fit and whether with or without all or any part of the amount previously paid on the shares being credited as paid. The Directors may if necessary and subject to the provisions of the Act, authorize the transfer of a forfeited share to any other person as aforesaid.

29. 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 money which, at the date of forfeiture, were presently payable by him to the company in respect of the share, with interest thereon at a such rate equal to the prevailing prime lending rate of the bank, but his liability shall cease if and when the company receives payment in full of the nominal amount of the shares plus accrued interest thereon.

30. A statutory declaration in writing that the declarant is a Director of the company has been duly forfeited on a date stated in the d declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The company, through its secretary, may receive the consideration, if any, given for the above on any sale or disposition thereof and may execute a transfer of the share in favor 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 as 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 about the forfeiture, sales or disposal of the share.

31. The provision of these regulations, as to the forfeiture, shall apply in the case of non-payment for any such share, by the terms of issue of which it becomes payable at a fixed time, whether on account of the amount of the shares or by way of premium as if the same had been payable by a call duly made and notified.

#### **INCREASE OF CAPITAL**

32. The Company may from time, by ordinary resolution, increase the share capital by such sums, to be divided into shares of such amount, as the resolution shall be prescribed.

33. The company, by the resolution increasing the capital, may direct that the new shares or any of them be offered in the instance either at par or at a premium or (subject to the provisions of the Act) at a discount to all the holders for the time being of shares, of any class or classes, in proportion to the number of such shares held by them respectively or may make any other provisions as to the issue of the new shares. In the absence of any such direction or so far as the same shall not provide, the new shares shall be at the disposal of the Board, which may offer, allot, or grant options over

or otherwise, dispose of them to such person and on such terms as it shall think fit.

34. Unless otherwise stated in the terms of the issue, the new share shall be subject to the same provisions concerning the payment of calls, lien, transfer, transmission, and forfeiture the ure and otherwise, as the original share capital.

#### **ALTERATION OF CAPITAL**

35. The company may be ordinary resolution:

(a) Consolidate and divide all or any of its share capital into shares of a larger amount than its existing share;

(b) Sub-divide its existing shares or any of them, into shares of a smaller amount than is fixed by the Memorandum of association, subject, nevertheless, to provisions of the Act:

(c) Cancel any shares, which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its capital by the number of shares so canceled.

36. The company may, subject to the Act, by special resolution, reduce its share capital and any capital and any capital redemption fund in any manner as deemed necessary.

#### **BORROWING POWERS**

37. The Directors may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debenture stock and other securities whether outright or as a security for any debt, liability or obligation of the company or any third party.

#### **GENERAL MEETINGS**

38. A General Meeting shall be held as the Annual General Meeting once every year, at such time (withir: not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. The General Meetings referred to in this Article shall be called "Annual General Meetings". All General Meetings other than Annual General Meetings shall be called "Extraordinary Meetings".

39. The Directors may call an Extraordinary Meeting whenever they think fit and shall, on the requisition by the Act, proceed to convene an Extraordinary Meeting as required by the Act. In the case of Extraordinary General Meeting called in pursuance of a requisition, unless such meeting shall have been called by the

Directors, no business other than that stated in the requisition as the objects of the meeting shall be transacted.

### NOTICE OF GENERAL MEETINGS

40. All meetings of Members shall be called by twenty-one days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and exclusive of the day for which it is given and shall specify the place, the day, and the hour of meeting, and in case of special business, the general nature of such business (and in the case of a meeting convened for passing a Special Resolution, the intention to propose such resolution as a Special Resolution), and shall be given in manner hereinafter mentioned to such persons as are, under the provisions herein contained, entitled to receive notices from the Company. With the consent in writing of all Members entitled to receive notices from the Company, a meeting may be convened by a shorter notice and in such manner as such Members may think fit.

41. The accidental omission to give notice to, or the non-receipt of notice by, any Member, shall not invalidate the proceedings at any General Meeting.

### DIRECTORS

42. (a) Until otherwise determined by the Company in general meeting the Directors shall be not less than two and not more than four

(b) The following persons shall be the first Directors of the Company: -

1. JIE TONG
2. XIAPING YIN

### PROCEEDINGS AT GENERAL MEETINGS

43. All business shall be deemed special that is transacted at an Extraordinary Meeting, and also all business that is transacted at an Annual General Meeting, except declaring dividends, the reading, and consideration of the accounts and balance sheet, and the ordinary reports of the Directors and documents required to be annexed to the balance sheet, the election of directors and appointment of Auditors and other officers in the place of those retiring by rotation or otherwise, the fixing of the remuneration of the Auditors and the voting of remuneration or extra remuneration to the Directors.

Any person entitled to be present and vote at a meeting may submit any resolution or amendment to the meeting, provided that at least five and not more than fourteen clear days before the day appointed for the meeting, he shall have served upon the Company a notice in writing signed by him, containing the proposed resolution or amendment and stating his intention to submit the same.

44. Upon receipt of any such notice as in the last preceding Article mentioned, the Secretary shall include in the notice of the meeting in any case where the notice of intention is received before the notice of the meeting is issued, and shall in any other

case issue as quickly as possible to the Members notice that such resolution or amendments will be proposed. Any resolution or amendment of which such notice has not been given shall in the case of a resolution and may in the case of an amendment be ruled out of order, and the ruling of the Chairman shall be conclusive.

45. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business; save as herein otherwise provided two members present in person or by proxy shall be a quorum for all purposes.

46. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at the such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present in person or by proxy shall be a quorum.

47. The Chairman of the Board of Directors if any shall preside as Chairman at every General Meeting of the Company. If at any meeting the Chairman or Deputy Chairman, if any, be not present within fifteen minutes after the time appointed for holding the meeting, or be unwilling to act as Chairman, the Members present shall choose some Director, or if no Director is present, or if all the Directors present decline to take the chair, they shall choose some Member present to be Chairman.

48. The Chairman may with the consent of any meeting at which a quorum is present (and shall 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 except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, a 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 the business to be transacted at an adjourned meeting.

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 of the result of the show of hands) demanded by the Chairman or by at least two Members present in person or by proxy and entitled to vote, or by a Member or Members entitled either because of their holding or as representatives or as proxies, to cast one-tenth or more of the votes which could be cast in respect of that resolution if all persons entitled to vote thereon were present at the meeting. Unless a poll is so demanded, a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried, and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against such resolution.

49. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the resolution unless the same be pointed

out at the same meeting, or any adjournment thereof, and not in that case unless it shall in the opinion of the Chairman of the meeting be of sufficient magnitude to vitiate the resolution.

50. If a poll is duly demanded, it shall be taken at such time and in such manner (including the use of ballot or voting papers or tickets) as the Chairman may direct, and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may in the event of a poll, appoint scrutinizers and may adjourn the meeting to some place and time fixed by him to declare the result of the poll. The demand for a poll may with the consent of the Chairman of the meeting be withdrawn.

51. In the case of an equality of votes, whether on a show of hands or 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.

52. A poll demanded on the election of a Chairman or a question of adjournment shall be taken forthwith. No notice needs to be given of a poll not taken immediately.

53. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

#### VOTES OF MEMBERS

54. Subject to any special rights or restrictions as to voting attached by or by these presents, to any class of shares, on a show of hands, every Member who is present in person shall have one vote and on a poll, every member who is present in person or by proxy shall have one vote irrespective of the number of shares he holds.

55. In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.

56. 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 a poll, by his nominee, curator bonis, or another person like a nominee or curator bonis appointed by such Court, and such nominee, curator bonis or another person may on a poll vote by proxy, provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than three days before the time for holding the meeting.

57. No Member shall, unless the Directors otherwise determine, be entitled to vote at a General Meeting either personally or by proxy, or to exercise any privilege as a Member unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

58. No objection shall be raised to the qualifications of any voter except at the meeting or adjourned the meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

59. Votes may be given either personally or by proxy. On a show of hands, a Member (other than a corporation) present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A proxy need not be a Member of the Company.

60. Any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorize any person to act as its representative at any meeting of the Company or of any class of members of the Company, and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual shareholder, including power, when personally present, to vote on a show of hands.

61. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or if the appointer is a corporation either under the common seal or under the hand of an officer or attorney so authorized.

62. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Office not less than twenty-four hours before the time appointed for holding the meeting or adjourned meeting, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll at which the person named in the instrument proposes to vote, and in default, the instrument of proxy shall not be treated as valid.

63. An instrument of proxy may be in the usual common form or such other form as the Directors shall prescribe. The proxy shall be deemed to include the right to demand, or join in demanding a poll, and shall (except and to the extent to which the proxy is specially directed to vote for or against any proposal) include power generally to act at the meeting for the Member giving the proxy. A proxy, whether in the usual or common form or not shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates, and need not be witnessed.

64. A vote given by the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or revocation of the proxy, or the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Office before the commencement of the meeting or adjourned the meeting at which the proxy is used.

## POWERS AND DUTIES OF DIRECTORS

65. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Act or by these presents required to be exercised by the Company in the General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Special Resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

66. The Directors may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more subsidiary companies, and they may on behalf of the Company make such arrangements as they think advisable for taking the profits or bearing the losses of any branch or business so carried on or financing, assisting or subsidizing any such subsidiary company or guaranteeing its contracts, obligations or liabilities and they may appoint, remove and re-appoint any persons (whether members of their own body or not) to act as directors, executive Directors or managers of any such company or any other company in which the Company may be interested, and may determine the remuneration (whether by way of salary, commission on profits or otherwise) of any person so appointed, and any Directors of this Company may retain any remuneration so payable to them.

The Directors may from time to time and at any time by power of attorney under the Seal appoints any company, firm or person, or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities, and discretion (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorize any such attorney to sub-delegate all or any of the powers, authorities, and discretion vested in him.

67. The Company may exercise the powers conferred by the Act about having an official seal for use abroad, and such powers shall be vested in the Directors.

68. The Company, or the Directors on behalf of the Company, may cause to be kept in any part of the world in which the Company transacts business, a Branch Register or Registers of Members resident there and the Directors may (subject to the provisions of the Act) make and vary such regulations as they may think fit respecting the keeping of any such Register.

## BORROWING POWERS

69. The Directors may raise or borrow for the Company's business such sum or sums of money as they may in their absolute discretion think fit. The Directors may secure the repayment or raise any such sums as aforesaid by legal or equitable Mortgage or charge upon the whole or any part of the property and assets of the Company, present, and future, including its uncalled capital, or by the issue at such price as they may think fit, of debentures and debenture stock either charged upon the whole or any part of the property and the assets (including its uncalled Capital) of the Company or not so charged, or in such other way as the Directors may think expedient.

Subject to the provisions of Article 77 of these presents, a Director of this Company may be or become a director or other officer of, or otherwise interested in, any company including but not limited to any company promoted by this Company or in which this Company may be interested as a shareholder or otherwise, and no such Director shall be accountable for any remuneration or other benefits received by him as director or officer of, or from his interest in such other company. The Board may also exercise the voting power conferred by the shares in favor of any resolution appointing it or any of its number, directors, or officers of such other company. Furthermore, any Director of this Company may vote in favor of the exercise of such voting rights in manner aforesaid notwithstanding that he may be or be about to become a director or officer of such other company and as such or in any other manner is or may be interested in the exercise of such voting rights in a manner aforesaid.

70. All cheques, promissory notes, bills of exchange, and other negotiable or transferable instruments and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

## ALTERNATE DIRECTORS

71. Any Director may at any time appoint any person approved by the Board to be an Alternate Director of the Company and may at any time remove any Alternate Director so appointed by him from office. An Alternate Director so appointed shall not be entitled to receive any remuneration from the Company or to appoint an Alternate, but shall otherwise be subject to the provisions of these presents about Directors. An alternate Director shall be entitled to receive notices of all meetings of the Board, and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointer as a Director in the absence of such appointer. An Alternate shall ipso facto cease to be an Alternate Director if his appointer ceases for any reason to be a Director. All appointments and removals of Alternate Directors shall be effected by writing under the hand of the Director making or revoking such appointment left at the office.

## AUTHENTICATION OF DOCUMENTS

72. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have the power to authenticate any documents affecting the constitution of the Company (including the Memorandum and Articles of Association) and any resolutions passed by the Company or the Board, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts, and where any books, records, documents or accounts are elsewhere than at the Office, the local manager or another officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.

## THE SEAL



73. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board and shall be so affixed in the presence of at least one Director and the Secretary or some other person approved by the Board, both of whom shall sign every instrument to which the Seal is so affixed in their presence. The regulation of Table 'A' in the First Schedule to the Companies Act (hereinafter called Table 'A' shall apply to this Company as its Articles of Association.

## AUDIT

74. The Company shall at each Annual General Meeting appoint an Auditor or Auditors to hold office until the next ensuing Annual General Meeting. The Auditor's report shall be read before the Company at the Annual General Meeting and shall be open to inspection by any Member. The Auditors' duties shall be regulated by the Act.

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

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Article of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

Name, addresses and Description of subscribers	No. of shares taken	
<b>JIE TONG</b>  Tanzania, Dar Es Salaam, Kinondoni, Wazo, Street TEGETA, Road Salasala Rd, Plot number 292, Block number D, House number N/A PO Box 77236	5100	
<b>XIAPING YIN</b>  China, People's Republic of, FUJIAN, NO.2, GUANCHEN PHASE III, DRAGON LAKE-JIATIANXIA, JINJIANG, Postal adress 362700	4900	

Dated this .....17... day of ..... APRIL ..... 2023

WITNESS to the above Signatures:

WITNESS to the above Signatures:

Name IPYANA FRANCIS

Signature 

Postal Address PO BOX 2479 Dar es Salaam

Qualification ADVOCATE AND COMMISSIONER OF OATH

