

THE COMPANIES ACT NO. 12 OF 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

MWANZA VICTORIA FISHERIES COMPANY LIMITED

Incorporated this .....day of .....2023

**Drawn by:**  
IPC Legal Advocates,  
6<sup>th</sup> Floor, PSSSF Mwanza Plaza,  
Rear Wing, Side A,  
P.O.Box 1629, Mwanza.  
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THE COMPANIES ACT (NO. 12 OF 2002)

MEMORANDUM OF ASSOCIATION

OF

MWANZA VICTORIA FISHERIES COMPANY LIMITED

1. The name of the Company shall be MWANZA VICTORIA FISHERIES COMPANY LIMITED.

2. The registered office of the Company will be situated in Mainland Tanzania.

3. The object for which the Company is incorporated are:

a. 0311 – Marine Fishing

This class includes fishing on a commercial basis in ocean and coastal waters, taking of marine crustaceans and molluscs, whale catching, taking of marine aquatic animals: turtles, sea squirts, tunicates, sea urchins etc. This class also includes activities of vessels engaged both in fishing and in processing and preserving of fish gathering of other marine organisms and materials: natural pearls, sponges, coral and Algae.

b. 0312 – Fresh water Fishing

This class includes fishing on a commercial basis in inland waters, taking of freshwater crustaceans and molluscs, taking of freshwater aquatic animals. This class also includes gathering of freshwater materials.

c. 0321 – Marine Aquaculture

This class includes fish farming in sea water including farming of marine ornamental fish, production of bivalve spat (oyster mussel etc.), lobsterlings, shrimp post-larvae, fish fry, and fingerlings, growing of laver and other edible seaweeds, culture of crustaceans, bivalves, other molluscs and other aquatic animals in sea water. This class also includes aquaculture activities in brackish waters, aquaculture activities in salt water filled tanks or reservoirs, operation of fish hatcheries (marine), operation of marine worm farms.

d. 0322 – Fresh water Aquaculture

This class includes fish farming in freshwater including farming of freshwater ornamental fish, culture of freshwater crustaceans, bivalves, other molluscs and other aquatic animals, operation of fish hatcheries (freshwater), farming of frogs.

e. 1020 – Processing and Preserving of Fish, Crustaceans and Molluscs


This class includes preparation and preservation of fish, crustaceans and molluscs: freezing, deep-freezing, drying, smoking, salting, immersing in brine, canning etc. production of fish, crustacean and mollusc products: cooked fish, fish fillets, roes, caviar, caviar substitutes etc. production of fishmeal for human consumption or animal feed, production of meals and solubles from fish and other aquatic animals unfit for human consumption. This class also includes activities of vessels engaged only in the processing and preserving of fish, processing of seaweed.

f. 1010 – Processing and Preserving of meat

This class includes operation of slaughterhouses, engaged in killing, dressing or packing meat: beef, pork, poultry, lamb, rabbit, mutton, camel, etc. production of fresh, chilled or frozen meat, in carcasses, production of fresh, chilled or frozen meat, in cuts, production of fresh, chilled or frozen meat, in individual portions, production of dried, salted or smoked meat, production of meat products: sausages, salami, puddings, "andouillettes", saveloys, bolognas, pâtés, rillettes, boiled Ham. This class also includes slaughtering and processing of whales on land or on specialized vessels, production of hides and skins originating from slaughterhouses, including fellmongery, rendering of lard and other edible fats of animal origin, processing of animal offal, production of pulled wool, production of feathers and down.

4. The Liability of the members is Limited.
5. The share capital of the company is Tanzania shillings Five Hundred Million Only (Tshs 500,000,000/=) Divided into 5,000 shares of Tanzania Shillings One Hundred Thousands (Tshs 100,000/=) each and the company shall have power to increase its capital and to divide the shares in its capital for the time being into several classes of stock or shares and to attach thereto respectively such preferential, deferred or in accordance with the Articles of Association 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 Memorandum of the Company and we agree to take the number of shares in the capital of the company set opposite our respective names:

NAMES, ADDRESS AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURES
GUO PEITAO. House Number 15, Liajiang Road, Dahetang street, Changdong Community, Shaodong City Hunan Province in the Republic of China	2500	
WANG ZHIQUAN House Number 233 Six Community Street, Zhaowan Village, Niutan Town, Lu City Sichuan Province in the Republic of China	2500	王执权

Dated at Mwanza this 15<sup>th</sup> day of May 2024

WITNESS TO THE ABOVE SIGNATURES:

NAME: Justades Angelo

SIGNATURE: 

POSTAL ADDRESS: Box 1629 Mwanza

QUALIFICATION: COMMISSIONER FOR OATHS.



THE COMPANIES ACT NO 12 OF 2002

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

MWANZA VICTORIA FISHERIES COMPANY LIMITED

INTERPRETATION

1. In these articles:-

"the Act" means the Companies Act;

"the articles" means the articles of the company;

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

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

"Secretary" shall mean any person appointed to perform the duties of Secretary of the Company;

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


MEMBERS

2. The number of members with which the company proposes to be registered is 4 but the directors may from time to time register an increase of members.
3. The subscribers to the memorandum of association and such other persons as the directors shall admit to membership shall be members of the company.

GENERAL MEETINGS

4. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the company and that of the next.
5. The directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 133 of the Act. If at any time there are not within Tanzania sufficient directors capable of acting to form a quorum, any Director or any two members of the company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meeting may be convened by the director/Members provided that the Director/Two Members convening such extraordinary meeting shall be constituting Seventy Five Percent of the paid up shares and the proceedings of the meeting shall be conducted in the same manner as nearly as possible as that in which meetings are convened by the Directors
6. All businesses shall be special that is transacted at an extraordinary general meeting except those statutorily transacted at Annual General meeting such as declaration of dividend, the election of directors in the place of those retiring, the appointment and fixing of the remuneration of the auditors and Company Secretary


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

NAMES, ADDRESS AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURES
GUO PEITAO. House Number 15, Liajiang Road, Dahetang street, Changdong Community, Shaodong City Hunan Province in the Republic of China	2500	
WANG ZHIQUAN House Number 233 Six Community Street, Zhaowan Village, Niutan Town, Lu City Sichuan Province in the Republic of China	2500	王执权

Dated at Mwanza this 15<sup>th</sup> day of May, 2024

WITNESS TO THE ABOVE SIGNATURES:

NAME: Justades Angelo

SIGNATURE: 

POSTAL ADDRESS: Box 1629 MZA

QUALIFICATION: COMMISSIONER FOR OATHS.



**THE UNITED REPUBLIC OF TANZANIA  
THE LAND ACT  
(NO. 4 OF 1999)  
AND  
THE LAND REGISTRATION ACT CAP 334 R.E 2019.  
LEASE AGREEMENT  
ON  
PLOTS NUMBER 12 BLOCK 'A' NYASAKA ILEMELA  
MUNICIPALITY WITH C.T NUMBER. 36479 LR  
MWANZA AND L.O NUMBER. 460855 AND PLOT  
NUMBER 4228 BLOCK 'A' NYASAKA CENTRE  
ILEMELA MUNICIPALITY WITH C.T NO. 98924 LR  
MWANZA AND L.O NUMBER 678981**

**BETWEEN**

**BEN TASTE COMPANY LIMITED**

**AND**

**MWANZA VICTORIA FISHERIES COMPANY  
LIMITED**

**Drawn by:**

**IPC Legal Advocates,**

**6<sup>TH</sup> Floor, Rear Wing,**

**PSSSF Mwanza Plaza,**

**P.O.Box 1629,**

**Kenyatta Road Mwanza City.**

**Email: [info@ipclegal.co.tz](mailto:info@ipclegal.co.tz)/[stehner@yahoo.com](mailto:stehner@yahoo.com)**

**Web: [www.ipclegal.co.tz](http://www.ipclegal.co.tz)**



THIS LEASE AGREEMENT is made this 30<sup>th</sup> day of May, 2024

**BETWEEN**

**BEN TASTE COMPANY LIMITED** a limited liability Company incorporated in the United Republic of Tanzania under the Companies Act CAP 212 of 2002 whose address for purposes of hereof is P O Box 8006 Mwanza hereinafter called **the LESSOR** which expression shall where the context so admits include its successors in title of the one part

**AND**

**MWANZA VICTORIA FISHERIES COMPANY LIMITED** a Limited liability Company incorporated in the United Republic of Tanzania Under the Companies Act CAP 212 of 2002 whose address for purposes hereof is P O Box Mwanza hereinafter called **the LESSEE** which expression shall where the context so admits include its successors in title of the one part

**WHEREAS** The Lessor is the registered beneficial owner of a building and other subsidiary structures situated at **Plot number 12 Block A Nyasaka Ilemela Municipality with Certificate of Title number 36479 LR MWANZA and Plot Number 4228 Block A Nyasaka Centre Ilemela Municipality with Certificate of Title Number 98924 LR MWANZA** respectively

**WHEREAS** the Lessee has requested the Lessor to lease the Lessor's property for fish maw processing purposes hereinafter referred to as the **demised Premise**

**AND WHEREAS** the Lessor is willing and ready to lease the Demised premise to the Lessee on the following terms and conditions

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1 CONSENSUS CLAUSE**

1.0 In consideration of the rent and the performance of Lessee's covenants hereinafter reserved and contained the

Lessor **DOES HEREBY DEMISE** unto the Lessee the demised premise on Plot number 12 Block A Nyasaka Ilemela Municipality and Plot Number 4228 Block A Nyasaka Centre Ilemela Municipality subject to terms and conditions set out in this agreement

## 2 LEASE TENURE

The lease created herein shall be for a period of Three years commencing from the 1<sup>st</sup> June 2024 to 30<sup>th</sup> May 2027 with rent payable annually SUBJECT however to renewal on its expiry and the lessee shall give notice of intention to renew this agreement to the Lessor in a period of not less than one month before expiry of this agreement

## 3 RENT TAX AND OTHER CHARGES

- 3 1 The monthly rent shall be **Tanzanian Shillings One Million Only** Tshs 1 000 000/ and will be paid by annual installment of Tanzania Shillings Twelve Million Only Tsh 12 000 000/ payable in advance upon executing this agreement
- 3 2 That the Lessee shall on the date of signing this agreement withhold 10% of the rental fee as withholding Tax and remit the same to Tanzania Revenue Authority
- 3 3 The Lessee shall be obliged to pay 1% stamp duty to Tanzania Revenue Authority from his own account
- 3 4 The cost of registering this lease with registrar of titles shall be the obligation of the lessee However the Lessor is duty bound on the date of receiving payments from the lessee to deliver the original title deeds to the lessee s advocate in order to effect the registration specified in this clause

## 4 THE LESSEE HEREINAFTER CONVENANTS WITH THE LESSOR AS FOLLOWS:-

- 4 1 To pay during the term of the lease the said rent herein before reserved punctually on the days and in the manner

aforesaid without any deductions whatsoever except as AGREED in this agreement

- 4 2 To keep the interior parts of the Demised premise in a habitable condition for the intended business
- 4 3 To permit the Lessor or his agent or any other duly authorized officers with or without workmen at all reasonable times of the day upon not less than 48 hours notice addressed to the Lessee or immediately in case of a need to enter for purpose of carrying out any inspection on the demised premise as the Lessor may consider to be desirable or necessary
- 4 4 To make any alteration in the Demised premise and/ or undertake any developments suitable for the Lessee s business PROVIDED that the costs of such developments shall be borne by the lessee subject to land use conditions In the event the land use is to be changed in order to suit the lessee s needs such changes shall be made by the lessor at the lessor s cost
- 4 5 Any major constructions/ developments that require building permits shall be made with consent in writing from the lessor which consent shall not be unreasonably withheld and the lessor shall be responsible to seek and obtain such permits at the lessee s costs
- 4 6 The developments made on the demised Premise shall remain the properties of the lessor on expiry of this lease agreement or any renewed lease upon expiry of the initial 3 years tenure
- 4 7 To use the demised premise partly for fish maw processing and export businesses and partly for residences of the lessee Directors and foreign employees
- 4 8 Not to permit or suffer to be done upon the demised premise anything which is in the opinion of the Lessor may be a nuisance or annoyance to or in any way interfere with quiet and comfort of the neighbors of the demised premise

15 COSTS

Both Parties shall bear their own costs and expenses including legal fees and other expenses excluding Payment of stamp duty which shall be paid by the Lessee

IN WITNESS WHEREOF the Lessor and the Lessee have duly executed their presents in the manner and on the respective dates hereinafter appearing:

SEALED WITH THE COMMON SEAL OF  
BEN TASTE COMPANY LIMITED and DELIVERED  
at MWANZA in our presence  
this 30<sup>th</sup> day of May, 2024



Witnessed by

Signature : *yoh*  
Name : YOHANA MUSSA ELIASI  
Address : P.O. Box 1623 mwanza  
Designation : DIRECTOR

BEFORE ME

Signature : *李在强*  
Name : BENYUAN LI  
Address : P.O. Box 1623 mwanza  
Designation : DIRECTOR

SEALED WITH THE COMMON SEAL OF  
MWANZA VICTORIA FISHERIES COMPANY  
LIMITED and DELIVERED at MWANZA in  
our presence this 30<sup>th</sup> day of May, 2024

Company Seal  
Lessee

**Witnessed by**

Signature : 郭雨涛  
Name : PEITAO GUO  
Address :  
Designation : DIRECTOR

Signature : 王执权  
Name : ZHIQUAN WANG  
Address :  
Designation : DIRECTOR



THE UNITED REPUBLIC OF TANZANIA  
BUSINESS LICENCE

B.L. NO : BL01713432023-2400012481

The Business Licensing Act (Act No. 25 of 1972)

Issuing Office: ILEMELA MUNICIPAL COUNCIL

Tax Identification  
No: 174-684-928

License Issued To : MWANZA VICTORIA FISHERIES COMPANY LIMITED

for the Business of : KUNUNUA , KUSAFIRISHA, KUUZA MABONDO

Business Location

Region : Mwanza

Ward : Nyasaka

Street : Nyasaka Senta

Principal/Branch : PRINCIPAL

Amount of Fee Paid : 200,000.00

Date Of Issue: 2024-06-12

Expiring Date : 2025-06-11



This is Digital Copy does not require a signature of authority

**NOTE - This license must be kept in a conspicuous position at the place of business. Any change in the particulars originally registered must be notified to the license issuer**