

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

**XIN YU INVESTMENT LIMITED**

Incorporated this.....day of.....2024

Drawn by;

Maira and Adhis  
Company Advocates  
17 Usalama Drive,  
Drive in Estate, Old Bagamoyo Road  
P. O. Box 2886  
DAR ES SALAAM  
TANZANIA.



**THE COMPANIES ACT, 2002**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**OF**

**XIN YU INVESTMENT LIMITED**

1. The name of the Company is **XIN YU INVESTMET LIMITED**
2. The registered office of the Company will be situated in the Mainland United Republic of Tanzania.
3. The Objectives for which the company is established are:-
  - a) To carry on the business of prospecting and mining operations for all kinds of minerals including all precious metals, base metals, industrial minerals, building materials, petroleum and petroleum products and precious and semi-precious gems of all kinds. To buy, sell and deal in the above minerals, metals, gems and petroleum and petroleum products, ornaments, smelting and refining any type of minerals and to employ mining experts, agents, enter into partnership with companies which have expertise in the field of mining, for exploring, surveying, prospecting land development of purpose which will be beneficial to the company in execution of the foregoing objectives, to deal in Diamond cutting and general processing of minerals from their raw form into a form ready for use and consumption both abroad and internally or as the company sees it fit.
  - b) To carry on the business of geological and geophysical, consulting, ground field services and compilation of exploration data to provide integrated project generations and management services in the mining industry, the manufacturing and sale of mining and industrial machinery, to search for areas of minerals, mines and grant licenses for mining in or over lands which the company may acquire.
  - c) To carry on the business of distributing solar energy, manufacturing and selling of solar energy equipment. To plan, design, construct, finance and sale of power generation plants, operational management, maintenance and repair, care of the solar power supply as a complete package or modular. To plan, design, construct, lease, rent and sale of buildings or warehouses on which such kind of power generation plants will be installed. To conduct all transactions, which are the corporate purpose directly or indirectly suited to serve as part of the corporate purpose as described.

- d) To carry on the business of gas and oil processing.
- e) To carry on the business of distributors, wholesalers and retailers of solid, liquid and gaseous fuels and related products.
- f) To carry on the business of distributors, wholesalers and retailers of automotive fuel, oils, spare parts and related products.
- g) To process, manufacture and carry on the business of all kinds of oils whether vegetable or mineral, plants, colour varnish skins, hides curious, horns, trophies and other goods of similar nature as usually dealt with by a firm of painter and decorations, cement, glass, stone of builders or buildings, merchants, tools and machinery of all description and dealers in sports goods.
- h) To carry on all or any of the business of petrol and petroleum products, tyres, tubes and other rubber goods, ivory (whether manufactured or unmanufactured) and any other business which may conveniently be carried on in connection therewith.
- i) To carry on all or any part of the business or businesses as organizers and operators of any form of security service or activity designed to protect and safeguard persons, property, vessel or vehicles of any sort; to offer a service of guards, dog-guard, bodyguards, escorts, couriers, and protected delivery service whether for cash, wages, items or otherwise, all as the Company sees fit; to carry on business consultants and experts specializing in building and vehicle protection and thief proofing systems and devices; as designers, manufacturers, buyer, sellers, suppliers and distributors of any electrical, electronic or mechanical device, apparatus and ancillary equipment appertaining to any of the above, and to buy, sell, hire, hire out, rent, install, repair, service, maintain all or any of the above and including any other security device, alarm, apparatus, component or accessory, fire-warning systems or otherwise.
- j) To carry on the business of hotels, restaurants, supermarkets, provision stores, to be general trading agents, clearing and forwarding agents, commission agents and general merchandise.
- k) To carry on all or any of the business of transport, tour operator and tourism services, car hire, shuttle services, cartage and haulage contractors, garage proprietors, taxi cabs, omnibus, motor car, lorry and other public or private chattering of road vehicles, aircraft and ships, tugs, barges and boats of every description, lighter men and carriers of goods, mail, and passengers by road, rail, water or air, Corrine, cartage contractors and agents, landing, clearing, forwarding, transport and commission agents indent agents, customers agents, cargo agents and superintendents freight contractors, warehousemen, storekeepers, packers, hauliers, electricians and job masters.
- l) To commence, establish, promote and carry on the business of general engineering workshop for manufacturing of spare parts, machines, tools, ox carts and other metal products.

- m) To carry on the business of farmers and of growers and dealers in crops of all and any kind whether cereal or root fruit or vegetable crops, to breed and raise livestock whether for dairy, meat or wool produce and generally as nurserymen, farmers, herdsman, owners and breeders and other businesses of an allied nature and owners of stables, stockyards, barns, grain storage silos and dealers in farm, dairy, agricultural and garden produce, animal foodstuffs, fertilizers, hay, straw, corn and forage merchants and any other such allied trade or occupation capable of being used in the attainment of any of the above objects.
- n) To establish depots and agents in different parts of the world for the purpose of carrying on any or all the business of the company.
- o) To carry on the business of installing, repairing, and/or servicing industrial machines, plants, electrical appliances, and various other types of machinery and equipment.
- p) To carry on, develop, and extend the said business and any trade or business whatsoever which can be conveniently carried on by the company by way of extension of or in connection with any of its business or is calculated directly or indirectly to develop any branch of the company's business or to increase the value or turn to account any of the company's property or rights.
- q) To install and repair and or service industrial machines, plants, electrical appliances and various other types of machinery and equipment.
- r) To do every kind of local and international trading of import and export, manufactures representative, agency distributors, buy or sale in bulk and retail of all commodities, machinery, motor vehicles and spare parts thereof, electrical, water, and highway infrastructure construction equipment, materials and accessories thereof.
- s) To carry on the business of consultants, professional and technical advisers to local, international and foreign individuals, firms, companies, corporations, co-operative societies, governments, authorities and other such like organizations and particularly to advise upon direct or manage the reorganization, reconstruction, development, expansion, administration, budgetary and other controls, supervision, personnel, purchasing, engineering, and marketing for persons or organizations afore-mentioned.
- t) To carry on business as proprietors of restaurants, hotels, refreshment and tea rooms, cafes and milk and snack bars, tavern, beer-house, and lodging-house keepers, licensed victuallers, wine, beer and spirit merchants, brewers, maltsters, distillers, importers and manufacturers of aerated, mineral and artificial waters and other drinks, and as caterers and contractors in all their respective branches.
- u) To carry on business as bakers, confectioners, tobacconists, butchers, fishmongers, dairymen, grocers, poulterers, greengrocers, farmers, ice merchants and ice-cream manufactures, and to manufacture, buy, sell, refine,

prepare, grow, import, export and deal in provisions of all kinds, both wholesale and retail and whether solid or liquid.

- v) To establish and provide all kinds of facilities and attractions for customers others, and in particular, reading, writing and smoke, lockers and safe deposits, telephones, telegraphs, clubs, stores, shops and lavatories
- w) To carry on business as a general commercial company locally and internationally.
- x) To carry on any trade or business whatsoever.
- y) To do all of the above things in any part of the world and as principals, managing agents, contractors, agents, trustees, or otherwise alone or in conjunction with others.
- z) The objects set forth in all these clauses shall not be destructively construed, but shall be given in the widest interpretation thereto and unless otherwise so, shall not be limited to any inference from any other object set forth in the clauses.
- aa) And it is hereby declared that the word "Company" in this clause, except where used in reference to this company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Tanzania or elsewhere.

4. The liability of the members is limited

5. The share capital of the company is Twenty seven billion Tanzanian Shillings (27,000,000,000/= Tshs) divided into Ten Thousand (10,000) ordinary shares of Two Million seven Hundred Thousand Tshs (2,7000,000/= Tshs) each with such rights, privileges and conditions attached thereto as may be from time to time conferred by the regulations of the company with power to increase and reduce the capital of the company 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 regulations of the company and to vary, modify or abrogate any such rights, privileges or conditions, in such manner as may be provided from time to time by regulations of the company.

The Company shall by resolution of members or by resolution of Directors have the power to amend or modify any of the conditions contained in this Memorandum of Association.


We, the people whose names and postal addresses are subscribed hereunder are desirous of being formed into a company in pursuance of this Memorandum of Association and respectively agree to take the number of shares in the capital of the company set opposite our respective names

Subscribers' Names and Addresses	Number of Shares	Signatures/Seals
JENYD PTEL LTD 10 Anson Road #33-17 International Plaza Singapore 079903	8100	<i>Pano Yuldy</i> PANO YULDY <i>周宇</i> ZHOUXI
Ididi Kaminideli P. O. Box #144 Mwanza	1000	<i>Kase</i>
Zhou Jing Room 1203, Building AS, BaibongDijing Community, Loudi City, Hunan Province	500	<i>zhoujing</i>
Herman khu Lippo kencana village, Tower intercom 19M3 kemang, Jakarta Selatan, Indonesia	300	<i>Herman</i>

Dated at: DAE & Salam <sup>8th</sup> day of November 2024

Witnesses to the above signatures:

Name: DEMETRIA DANIEL SIMON  
 Signature: *Daniel*  
 Postal Address: 32196 Dsm  
 Qualification: ADVOCATE/NOTARY PUBLIC



  
 Certified as True Copy of the Original  
**Hendrick Daniel Matiku**  
 Advocate, Notary Public & Commissioner  
 for Oaths  
 Sign: *HDM*  
 Date: 25/11/2024

**THE COMPANIES ACT, 2002**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**XIN YU INVESTMENT LIMITED**

1. In these Articles:
- |                 |  |
|-----------------|--|
| “The Act”       | means the Companies Act, 2002  |
| “The Seal”      | means the Common Seal of the Company   |
| “The Secretary” | means any person appointed to perform the duties of the Secretary of the Company |

Expressions referring to writing shall, unless the contrary intention appears, to be construed as including reference 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 Articles shall bear the same meaning as in the ordinance or any statutory modification thereof in force at the date at which these Articles become binding upon the company.

2. The regulations contained in Table A of the First Schedule to the Act shall apply to the company in so far as they are applicable to a Private Company subject to the modifications special provisions herein contained.
3. The company is a private company and accordingly:
- (a) The right to transfer shares is restricted in manner hereinafter prescribed;
- (b) The number of members of the company (exclusive of persons who are in the employment of the company and of persons who having been formerly in the employment of the company were while 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 Articles be treated as a single member.
- (c) Any invitation to the public to subscribe for any shares of debentures of the company is prohibited.
4. The Share Capital of the Company is Twenty seven billion Tanzanian Shillings (27,000,000,000/= Tshs) divided into Ten Thousand (10,000) ordinary shares of Two Million seven Hundred Thousand Tshs (2,7000,000/= Tshs) each.

  
Certified as True Copy of the Original  
**Hendrick Daniel Matiku**  
Advocate, Notary Public & Commissioner  
for Oaths  
Sign:   
Date: 25/11/2024

5. The shares of the Company shall be under the control of the Board of Directors and shall be subject to the provisions in that behalf of the Act and the Memorandum of Association and without prejudice to any special right previously conferred on the holders of existing shares of class of shares may be issued with such preferred deferred or other special rights, or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the company may from time to time by special resolution determine, and any preference share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the company is liable to be redeemed.
6. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three fourths of the issued shares of that class or with the sanction of an extra-ordinary resolution passed at a separate general meeting of the shares of the class. To every such separate general meeting the provisions of these regulations relating to general meeting shall mutatis mutandis apply.
7. Every person whose name is entered as a member in 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 or such body 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 several joint holders shall be sufficient delivery to all.
8. The company shall be entitled to treat the person whose name appears upon the Register in respect of any share of shares as the absolute owner thereof and shall not be under any obligations to recognize any trust or equity or equitable claim to or partial interest in such share or shares, whether or not it shall have express or other notice thereof.
9. If a share certificate is defaced, lost or destroyed it may be renewed on payment of such fee, if any, not exceeding Ten thousand Tanzania Shilling, and on such terms, if any, as to evidence and indemnity as the Directors think fit.

#### LIEN

10.
  - (i) The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not), called or payment at a fixed time in respect of that share, and the company shall also have a first and paramount lien on all shares standing registered in the name of any person for all monies presently payable by him or his estate to the company; but the directors may at any time declare any share to wholly or in part exempt from the provisions of this Article
  - (ii) The lien hereby conferred shall attach to all shares registered in the name of any person indebted or under liability to the company, whether he be the sole registered holder or be one of several joint holders.
  - (iii) The Company's lien, if any, on a share shall extend to all dividends payable thereon

11. The company may sell, in such manner as the Directors think fit, any shares on which the company has a lien, but no sale shall be made unless sum in respect of which the lien exists is presently payable, not until the expiration of Twenty Eight 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 shares.
12. For giving effect to any such sale the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be effected by an irregularity or invalidity in the proceedings in reference to the sale.
13. The proceeds of the sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue shall be held (subject to a lien for sums not presently payable as existed upon the shares prior to the sale) by the company on behalf of the person entitled to the shares at the date of the sale.

#### CALLS ON SHARES

14. The Directors may from time to time make calls upon the members in respect of any money unpaid on its shares provided that no call shall exceed one fourth of the nominal amount of the share, or be payable at less than one month from the last call; and the number shall (subject to receiving at least fourteen days' notice specifying the time or times of payment) pay to the company at the time or times so specified the amount called on his shares. Call may be revoked or postponed as the Directors may determine. If at any time there shall be joint holders of a share, such joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
15. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the members shall pay interest upon the sum at the rate of eight per cent per annum from the day appointed for the payment thereof to the date of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.
16. The provisions of these regulations as to payment of interest 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 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.
17. The Directors may make arrangements on the issue of shares for a difference between the holder in the amount of calls to be paid and in the time of payment.
18. The Directors may, if they think fit, receive from the member willing to advance the same all or any part of the moneys uncalled and unpaid upon the shares held by it, and upon all or any of the moneys so advanced may (until the same would, but for such advance become presently payable) pay interest at such rate (not exceeding without the sanction of the company in general meeting six per cent), as may be agreed upon between the member paying the sum in advance and the Directors.

## TRANSFER AND TRANSMISSION OF SHARES

19. Subject to the provision hereafter contained shares in the Company shall be transferable by written instruments in the common form hereunder provided signed by both 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 of members in respect thereof.

"I, A. B..... in consideration of the sum of ..... Paid to me by C. D. of ..... (hereinafter called "the said transferee" do hereby transfer to the said transferee the share (or shares) numbered ..... in the undertaking called **XIN YU INVESTMET LIMITED** to hold into the said shares, subject to the several conditions on which I hold the same; and I, the transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid.

As witness our hands the \_\_\_\_\_ day of \_\_\_\_\_, 2024

20. Save as hereinafter provided, the Directors may in their absolute discretion decline to register any transfer of shares to a person of which they do not approve not being already a member of the Company and may decline to register any transfer of shares on which the company has a lien. The Directors may also suspend the registration of transferees during the period of fourteen (14) days immediately preceding the Annual General Meeting in each year.
21. The Directors may also decline to recognize any instruments of transfer unless:-
- (a) A fee not exceeding Two Hundred Thousand Shillings is paid to the Company in respect thereof;
  - (b) The instrument of transfer is 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; and
  - (c) The instrument of transfer is in respect of only one class of shares
22. If the Directors refuse to register a transfer of any shares, they shall within two months after the date of which the transfer was lodged with the company send to the transferee notice of the refusal.
23. Shares in the company shall be transferred to a person who is not a member of the company in the following manner:-
- (a) Except where the transfer is made pursuant to sub-article (g) hereof, the person proposing to transfer any share (hereinafter called a "proposing transferor" shall give notice in writing (hereinafter called "the transferor notice) to the company that he desires to transfer the same. Such notice shall specify the sum he fixed as the fair value, and shall constitute the company his agent for the sale of the

share to any member of the company willing to purchase the shares (hereinafter called "the purchasing member") at the price so fixed, or, at the option of the purchasing member at the fair value to be fixed by the Auditor in accordance with Sub-article (e) hereof. A transfer notice may include several shares. A transfer notice shall not be revocable except with the sanction of the Board. The transfer notice shall constitute an offer for sale of the number of shares specified therein and the said offer shall be open for acceptance in total by the purchasing member or members and not in respect of only some of the shares stated in the transfer notice.

- (b) The Board shall forthwith give notice to all the other members of the Company of the number of shares to be sold and the fair value fixed by the proposing transferor and invite each of them to state in writing within thirty days from the date of the said notice whether he is willing to purchase any, and if so, that maximum number of the said shares.
- (c) At the expiration of the said thirty days the Board shall allocate the said shares to or amongst the member or amongst the member or members who shall have expressed his or their willingness to purchase as aforesaid, and (if more than one) so as far as may be necessary prorate 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
- (d) If the Company shall, within the space of thirty days after being served with a transfer notice find a purchasing member and shall give notice thereof to the proposing transferor he shall be bound, upon payment of the fair value as fixed, to transfer the share to the purchasing member
- (e) In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share, the auditor for the time being or the company shall on the application of either party certify in writing the sum which, in his opinion, is the fair value, and such sum shall be deemed to be the fair value and in so certifying the Auditor shall be considered to be acting as an expert, and not as an arbitrator; and accordingly the Arbitration Ordinance shall not apply
- (f) If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the company may receive the purchase money, and the proposing transferor shall be deemed to have appointed any one Director or the Secretary as his agent to execute a transfer of the share of the purchasing member and upon the execution of such transfer the company shall hold the purchase money in trust for the proposing transferor, the receiving of the company for the purchase money shall be a good discharge to the purchasing member and after his name has been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- (g) If the company shall not, within the space of thirty days after being served with a transfer notice, find a purchasing member and give notice in manner aforesaid

the proposing transferor shall at any time within six months after the expiration of the said thirty days be at liberty subject to Article 20 hereof, to sell and transfer the share (or where there are more shares than one these offered) to any person whether he is a member of the company or not.

#### **FORFEITURE OF SHARES**

24. 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 installment 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.
25. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect, and such forfeiture shall extend to any dividend in respect of any share so forfeited not actually paid at the date of the said notice.
26. A forfeited 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.
27. The member 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 the 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.
28. A statutory declaration in writing that the declarant is a Director of the company has been duly forfeited or expropriated 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 or any sale in favour of the person to whom the share or any sale in favour of the person to whom the share is sold or disposed of and shall not be bound to see to the application of the purchase money, if any nor shall his title to the share be effected by any irregularity or invalidity in the proceedings with reference to the forfeiture or expropriation, sale or disposal of the share.
29. The provisions of these articles as to forfeiture shall apply in the case of non-payment of any such sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the shares, or by way of premium as if the same have been payable by virtue of a call duly made and notified.

#### **CONVERSION OF SHARES INTO STOCK**

30. The company may by ordinary resolution covert any paid up shares into stock and reconvert any stock paid up shares of any denomination.

31. The holders of stock may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, as, and subject to which, the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; but the Directors may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of the minimum but the minimum shall not exceed the nominal amount of the shares from which the stock arose.
32. The holders of stock shall according to the amount of the stock held by them, have the same rights, privileges and advantages and advantages as regards dividends, voting at meetings of the company and other matter as if they held in the shares from which the stock arose, but no such privilege, or advantage (except participation in the dividends and profits of the company) shall be conferred by any such part of stock as would not, if existing in shares, have conferred that privilege or advantage.
33. Such of the regulations of the company as are applicable to paid up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stock holder" respectively.

#### ALTERATION OF CAPITAL

34. The company may from time to time by special resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
35. Subject to any direction to the contrary, that may be given by the resolution sanctioning the increase of share capital, all new shares shall, before issue be offered to such persons at the date of the offer are entitled to receive notice from the company general meeting in proportion as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer.
36. If not accepted, will be deemed to be declined, and after the expiration of the time, or on receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the company. The directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares hold by persons entitled to an offer of new shares) cannot, in the opinion of the Directors be conveniently offered under this Article.
37. The new shares shall be subject to the same provisions with reference to the payment of the calls, lien, transfer, transmission, and forfeiture and otherwise as the shares in the original share capital.
38. The Company may by ordinary resolution:-
  - (a) Consolidate and divide all or any of its shares capital into shares of larger amount than its existing shares
  - (b) Sub-divide its existing shares, or any of them into shares of smaller amount than is fixed by the Memorandum of Association, subject, nevertheless, to the provisions of Section 64 (1) (d) of the Act

(c) Cancel any shares that, 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 share capital by the amount of the shares so cancelled.

39. The company may by special resolution reduce its share capital in any manner and with, and subject to, any incident authorized, and consent required, by law

#### **GENERAL MEETINGS**

40. 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) and place as may be determined by the Directors. In default of a general meeting may be convened by any one member in the same manner as nearly as possible as that in which meeting are to be convened by the Directors.
41. All general meetings other than the annual general meeting shall be called extraordinary general meeting.
42. 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 requisitions, as provided by Section 134 of the Act.

#### **NOTICE OF GENERAL MEETINGS**

43. Subject to the provisions of section 143 of the Act relating to special resolutions, by twenty-one days' notice of the least (exclusive of the day the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, and day and the hours of meeting and, in case of special business, the general nature of that business shall be given in a manner, hereafter mentioned, or in such other manner, if any, as may be prescribed by the company in general meeting, to such persons as are, under the regulations of the company; but with the consent of all the members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.
44. Non accidental omission to give notice of a meeting to, or the non-receipt of the notice of meeting, by, any member shall not invalidate the proceedings at any meeting.

#### **PROCEEDINGS AT GENERAL MEETING**

45. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at the Annual General Meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance sheet and the ordinary report of the Directors and Auditors, the election of Directors and other offices in place of those retiring by rotation, and the appointment and fixing of the remuneration of the Auditors
46. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business save as herein otherwise provided three members present in person or by proxy shall be a quorum.

47. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in the next week, at the same time and place, and, if at the adjourned meeting quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.
48. The Chairman, if any of the Board of directors shall preside as chairman at every general meeting of the company.
49. 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 the remaining Directors (or alternate directors as the case may be) shall choose one of their number to be chairman of the meeting.
50. 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 other than the business 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.
51. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands and a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost shall be conclusive evidence of the fact.
52. Any ordinary resolution of the company determined at without any general meeting and evidence by writing under the all hands of the Directors or a sole Director and or members of the company holding in the aggregate three-fourths of the issued shares of the company shall be as valid and effectual as an ordinary resolution duly passed at a general meeting.

#### VOTES OF MEMBERS

53. A member may vote in person, by proxy or by an authorized representative and such member, proxy or representative shall have one vote for each of which he is the holder.
54. If at any time there shall be joint holders of a share, a vote, of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusive of the votes of the other joint holders, and for the purpose seniority shall be determined by the order in which the names stand in the register of members.
55. 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, curator bonis, or other person in the nature of committee, curator bonis, or other person may, on a poll, vote by proxy.

56. No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
57. On a poll votes may be given either personally or by proxy.
58. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarial certified copy of that power of authority shall be deposited at the registered office of the company not less than forty eight hours before the time for holding the meeting or taking of the poll at which the person named in the instrument propose to vote, and in default the instrument proxy shall not be treated as valid.
59. The instrument appointing a proxy shall be in writing under the hand of the appointing person or 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.
60. Any instrument appointing a proxy may be in the following form, or any other form which the directors shall approve:-

"I, ..... being a member of **XIN YU INVESTMET LIMITED** do hereby appoint ..... or ..... as my proxy to vote for me and on my behalf at the Annual/Extraordinary General Meeting of the Company to be held on the \_\_\_\_ day of \_\_\_\_\_ 2019 and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2019

(Signature of Member)"

#### **BOARD OF DIRECTORS**

61. a) The first Directors shall not be less than two (2) and unless and until otherwise determined by the company in General Meeting, shall not exceed Six (6) Directors.
- b) Therefore the first Directors shall be:-
- i) **HARMAN KHU**
  - ii) **ZHOU JING**
  - iii) **IDDI KASSIM IDDI**
62. The company in General Meeting shall from time to time determine the remuneration of the Directors.
63. In addition to their usual remuneration the directors shall also be paid such traveling, hotel and other expenses as may be reasonably incurred by them in the execution of their duties, including any such expenses incurred in connection with their attendance at meeting of Directors.

64. (a) Any Director may appoint another Director or any person who is approved by the Directors, to be his alternate, to act in his place at any meetings of the Directors at which he is unable to be present. Such appointee shall be entitled, in the absence of his appointer, to exercise all rights and powers of A Director and to attend and vote at meetings of the directors at which his appointer is not personally present and, where he is a director, to have a separate appointer, in addition to his own vote a Director may, at any time revoke the appointment of an alternate appointed by him. The appointment of an alternate shall be revoked, ipso facto, if his appointer served on the company and on such Alternate Director.
- (b) The remuneration of alternate Director shall be payable out of the remuneration of his appointer and shall be such proportion thereof as shall be agreed between them.
- (c) An alternate Director whose appointer is a member of the company shall, in the absence of a direction to the contrary in the instrument appointing him be entitled to receive notice of and to vote at General Meeting of the company as if he had been appointed a proxy of his appointer under the provisions of these Articles.
- (d) The Directors, by resolution, or when there is only one Director in addition to an absent Director who has appointed an Alternate, such first mentioned Director by writing under his hand, may remove an Alternate Director from office and a copy of such resolution or of such writing, as the case may be, shall be served forthwith upon such alternate Director and upon his appointer who may then appoint another Alternate Director in terms of sub-clause (a) of this Article.

#### **BORROWING POWERS**

65. The first directors of the company 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 debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party.

#### **POWERS AND DUTIES OF DIRECTORS**

66. 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 are not, by the Act, or by these articles required to be exercised by the company in General Meetings, subject nevertheless, to the provisions of the Act and of these presents and to any regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the company from the time to time in General Meetings, shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
67. The Board of Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (Except the power to

make calls, forfeit shares or issue debentures) that they may think fit but the exercise of all powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Director may from time to time make and impose, and the said powers may at any time be withdrawn, revoked or varied.

68. The Board of directors shall cause minute to be made in books provided for the purposes:-
- a) Of all appointments of officers made by the Directors.
  - b) Of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
  - c) Of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors;

And every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for the purpose.

#### **DISQUALIFICATION OF DIRECTORS**

69. The office of a Director shall be vacated in any of the following events, namely:
- (a) If he resigns by writing under his hand left at the office;
  - (b) If he is punished with imprisonment for a term exceeding six months without the option of a fine;
  - (c) If he absents himself from the meeting of Directors for a continuous period of six months without special leave of absence from the Directors;
  - (d) If he becomes insolvent or assigns his estate for the benefit of his creditors or suspends payment or compounds his creditors;
  - (e) If he is found lunatic or becomes of unsound mind;
  - (f) If he shall pursuant to the provisions of the Act be prohibited from acting as a Director.

#### **PROCEEDINGS OF DIRECTORS**

70. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit, Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second vote.
71. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and, unless so fixed, shall be three Directors present either personally or by their alternates.
72. The continuing directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these articles as the quorum of Directors, the continuing Directors to that number or of summoning a general meeting of the company, but for no other purposes.

73. If at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the same, the remaining Directors can appoint one among their number to be chairman of the meeting.
74. The Directors may delegate any of their powers to committees consisting of such members of their body as they think fit and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Directors.
75. A committee may elect a Chairman of their meetings; if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.
76. A committee may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of the equality of votes the matter in question shall be referred to the Board of Directors.
77. All acts done by any meeting of the Directors or of a committee or Directors, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
78. A resolution in writing signed by all Directors or by all the members of a committee for the time being shall be as valid and effectual as a resolution passed at a meeting of Directors, or as the case may be of such committee duly called and constituted. Such resolution may be contained in the document or in several documents in like form each signed by one or more of the Directors of the Committee concerned.

#### CONCERNED

79. The Secretary shall be appointed by the Directors for such term, at such terms, at such remuneration and upon such condition as they may think fit, and any Secretary so appointed may be removed by them.
80. No person shall be appointed or hold office as a Secretary who is:-
  - (a) The sole Director of the Company; or
  - (b) A corporation the sole director of which is the sole Director of the Company;
  - (c) The sole Director of a Corporation which is the sole Director of the company
81. 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

### DIVIDENDS AND RESERVE

82. The company in General Meeting may declare dividends but no dividend shall exceed the amount recommended by the Directors.
83. The director may from time to time pay to the members such interim dividend as appear to the Directors to be justified by the profit of the company
84. No dividend shall be otherwise than out of profits.
85. Subject to the rights of persons, if any entitled to shares with special rights as to dividends, all dividends, shall be declared and paid according to the amounts paid the shares but if and so long as nothing is paid up on any of the shares in the company no dividends may be de declared and paid according to the amounts of the shares.
86. The Directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserved or reserves which shall at the discretion of the directors, be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the company may be properly applied, and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Directors may from time to time think fit.
87. Any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or the person entitled thereto or in the case of joint holders to any one of such joint holders, as the case may be, may direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to the order of such other person as the member of person entitled or such joint holders, as the case may be may direct.
88. No dividend shall bear interest against the company.

### CAPITALIZATION OF RESERVES

89. (a) The company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distribution by way of dividend and in the same proportions on condition that the same be not paid on cash but be applied either in or towards paying up any amounts for the time being unpaid or any shares held by such members respectively or paying up in full unissued shares or debentures of the company to be allocated and distributed credited as fully paid up to and amongst such members in the proportion aforesaid or partly in the one way and partly in the other, and the Directors shall give effect to such resolution PROVIDED THAT a share premium account and a capital redemption reserve fund may, for the purpose of this Article, only be applied in the paying up of

unissued shares, to be issued to members of the company as fully paid bonus shares.

- (b) Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issued of fully paid shares or debentures, if any, and generally shall do all acts and things required and to give effect thereof, with full powers to the Directors to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively, credit as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalization, or (as the case may require) for the payment up by the company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

90. The directors shall cause proper books of accounts to be kept with respect to:-

- (a) All sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place;
- (b) All sales and purchase of goods by the company; and
- (c) The assets and liabilities of the company

Proper books of account means such books are necessary to give a true and fair view of the state of the company's affairs and to explain its transaction.

91. The books of account shall be kept at the registered office of the company, or at such other place as the Directors think fit and shall always be open to the inspection of the Directors.
92. The Directors shall from time to time determine whether and to 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.
93. The Directors shall from time to time in accordance with section 161 of the Act or any statutory modification thereof for the time being in force, cause to be prepared and to be placed before the company in General Meeting such profit and loss account balance sheets and reports as are referred to in that section.
94. 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 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 the account so that a just balance of profit and loss may be laid before the meeting; and, in cases 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.

95. A copy of every balance sheet (including every document required by law to be annexed hereto) which is to be laid before the company in general meeting, together with a copy of the auditor's report, shall not less than seven days before the date of the meeting to be sent to every member of, and every holder of debentures of the company PROVIDED THAT this regulation shall not require a copy of those documents to be sent to any person of whose address the company is not aware or to more than one of the joint holders of any shares or debentures.
96. The company shall at each annual general meeting appoint an Auditor or Auditors to hold office until the next Annual General Meeting.
97. 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 to 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.
98. The remuneration of the Auditors shall be fixed by the company in General Meeting
99. The Auditors shall be entitled to attend any General Meeting of the Company at which any account 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.

#### NOTICES

100. A notice may be given by the company to any member either personally or by sending it by post to him or to his registered address or to the address, if any, supplied by him to the giving notice to him.
101. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting (by airmail if airmail services are available) a letter containing the notice and, unless the contrary is proved, to have been effected seven days after days after its dispatch if addressed to a destination within Tanzania and fourteen days after its dispatch in other cases.
102. A notice may be given by the company at the joint holders of a share by giving notice to the joint holder named first in the register in respect of the share.

103. Notice of every general meeting shall be given in the same manner herein before authorized to every member of the company except those who (having no registered address) have not supplied to the company an address for the giving of notices to them. No other person shall be entitled to receive notice of general meetings.

#### WINDING UP

104. If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the Members in specie or kind the whole or any part of the assets of the company (whether they shall consist of property of the same kind or not) and may, for such purpose, set much value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members of different classes of Members. The part of the contributors as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability

#### INDEMNITY

105. Save and except so far as the provisions of this Article may be avoided by any provisions of the Act, every Director, Agent, Auditor, Secretary, and other officer for the time being of the company shall be indemnified out of the assets of the Company against all actions, costs, charges, losses, damages and expenses which they or any of their personal representatives shall or may incur or sustain by reason of any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices, except such, if any, as they shall incur or sustain their own willful neglect or default respectively, none of them, or for joining in any receipt for the sake of conformity or for any bankers or other persons with whom any moneys or effects of the Company shall be lodged or deposited for safe custody, or for the insufficiency or deficiency of any security upon which any money of the Company shall be placed out or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices, or in relation thereto except the same shall happen by or through their own willful neglect or default respectively.

#### ALTERATIONS OR ADDITIONS

106. Subject to the provisions of the Act and those contained in the Memorandum of Association, the company may by special resolution make alterations or additions to the Articles of Association, any such alterations or additions as made shall be valid and effectual as if originally contained in these Articles and be subject in like manner to alteration by Special resolution.

#### ARBITRATION

107. If and whenever any dispute or difference shall arise between the Company and any of the members or their respective representatives touching upon the construction or meaning of any of the articles herein contained or any 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 forthwith be referred to the arbitration of three (3) arbitrators, one to be appointed by each party and the third to be appointed by the first two or, in the event of failure to

agree within thirty (30) days, the procedure laid down in the Arbitration Act (Cap 15) or any then existing statutory modifications or re-enactment thereof shall apply.

Subscribers' Names and Addresses	Number of Shares	Signatures/Seals
JENYD PTB. LTD 10 Anson Road #33-17 International Plaza Singapore 079903	8200	Fang Yulin FANG YULIN 周义 ZHOU YI
Iddi Kessimiddi P. O. Box 4144 Mwanza	1000	Kase
Zhou Jing Room 1203, Building A5, Baibong Dijiang Community, Loudi City, Hunan Province	500	Zhou Jing
Harman khu Lippo kemang village. Tower Intercom 19H3 komang. Jakarta Selatan, Indonesia	300	[Signature]

Dated at: DAE KALAN this 8<sup>th</sup> day of November, 2024.

Witnesses to the above signatures:

Name: DEMETRIA DANIEL SIMON  
 Signature: [Signature]  
 Postal Address: 32196 Dsm  
 Qualification: ADVOCATE / NOTARY PUBLIC  
 [Notary Seal: Dmetria Daniel Simon, No. 32196 Dar es Salaam, Advocate, Notary Public & Commissioner for Oaths]

Certified as True Copy of the Original  
 Hendrick Daniel Matiku  
 Advocate, Notary Public & Commissioner  
 for Oaths  
 Sign: [Signature]  
 Date: 25/11/2024