

# **THE COMPANIES ACT, 2002**

## **COMPANY LIMITED BY SHARES**

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MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

**HONGAN REAL ESTATE COMPANY LIMITED**

Incorporated this ..... day of ....., 2022

Drawn by:

QIANMEI WU (subscriber)



**P.O.BOX 920 DAR ES SALAAM**

**THE COMPANIES ACT, 2002**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**HONGAN REAL ESTATE COMPANY LIMITED**

1. The name of the Company is “HONGAN REAL ESTATE COMPANY LIMITED ”
2. The Registered office of the Company will be situated in Tanzania.
3. The objects for which the Company is established are;
  - a. real estate activity with own or leased property
  - b. real estate activity on a fee or contract bases

4. The liability of members is limited.

5. The share capital of the company is Tanzania shillings one hundred Million (100,000,000/=), divided into one thousand (1000) Ordinary shares of Tanzania shillings one hundred Thousand (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.

	Name address and description of subscriber	Number of shares taken	Signature
1	<b>QIANMEI WU</b> <b>P.O.BOX 920 DAR ES SALAAM</b>	900	
2	<b>JUNWEI CHANG</b> <b>P.O.BOX 480 DAR ES SALAAM</b>	100	

Dated at dar es salaam this AUGUST day of 15 2023

Witness to the above signature:

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INNOCENT J. MKENDA

COMMISSIONER FOR OATHS





COMPANIES ACT 2002  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**HONGAN REAL ESTATE COMPANY LIMITED**  
**PRELIMINARY**

1 The Regulations of Table A in the First Schedule to the Companies Act 2002 shall not apply to the Company except so far as the same are repeated or contained in these Articles.

2 **INTERPRETATION:**

- a). In these Articles the words standing in the first column of the table next thereafter contained shall bear the meaning set opposite them respectively in the second column thereof if not inconsistent with the subject or context.
- b) The Company: **HONGAN REAL ESTATE COMPANY LIMITED**
- c) The Act: The Companies Act 2002 or statutory Re-enactment or modification thereof for the time being in force and reference to any section or provisions of the Act shall include a reference to any statutory re-enactment or modification of such section or provision for the time being in force.
- d) These Articles: These Articles of Association as originally framed or as altered from time to time by special resolution.

- e) The Directors: The Directors for the time being of the company or if there be only one Director then such one Director.
- f) Members: Members of the Company.
- g) The Register: The register of members for the time being of the company.
- h) The Office: The registered office for the time being of the company.
- i) The Seal: The common Seal of the Company.
- j) The Month: Calendar month.
- k) Year: A year from 1st January, to 31st December inclusive.
- l) Paid Up: Paid up or credited as paid up.
- m) The Secretary: The Secretary for the time being of the company and any person appointed by the Directors to perform any of the duties of the Secretary of the Company.
- n) Dividend: The Dividend declared by the Company and Includes a bonus.

Writing shall include printing, lithography and any other mode or modes of representing or producing words in a visible form;

Words importing the singular number only shall include the plural number and vice versa;

Words importing the masculine gender only shall include the feminine gender; and

Subject as aforesaid any words or expressions defined in the Act shall except where the subject or context forbids bear the same meaning in these Articles.

The company shall forthwith enter into the Agreement mentioned in clause 3 of the Memorandum of Association with such modifications (if any) as the Directors shall approve.

### **PRIVATE COMPANY.**

3 **The Company is a private Company and accordingly:**

- (a). No invitation shall be made
- (b). to the public to subscribe for any shares or debentures of the Company.
- (c). The number of members of the Company not including persons who are in the employment of the Company and persons who having been formerly in the employment of the Company, were, while in that employment and have continued after the determination of that employment to be members of the Company, is Limited to fifty, provided that for the purpose of this provision where two or more persons hold one or more shares in the Company jointly they shall be treated as a single member.
- (d). No bearer share warrants shall be issued; and
- (e). The right to transfer the shares of the company is restricted in the manner hereafter appearing.

### **CAPITAL**

4 The original share capital of the Company is Tshs. 100,000,000/= divided into 1000 shares of Tsh100,000/= each.

5 Without prejudice to any special rights previously conferred on the holders of any shares or class of shares already issued (which special rights shall not be modified, affected, varied extended or surrendered except with the consent or sanction as provided for in the next following Article) any shares in the company's capital for the time being

unissued may be issued with such preferential, deferred, qualified or special rights, privileges, conditions or such restrictions, whether in regard to dividend, return of capital or otherwise as the Company may from time to time by Ordinary Resolution direct or if no such direction is given as the Directors determine.

#### **MODIFICATION RIGHTS.**

6. All rights, privileges, conditions or restrictions for the time being attached or belonging to any class of shares for the time being forming part of the capital of the company may from time to time be modified, affected, varied, extended, surrendered in any manner with the consent in writing of the holders of not less than three - fourths of the issued shares of that class or with the sanctions of an extraordinary resolution passed at a separate General Meeting of the members of that class. To any General Meeting, the provisions of these Articles as to General Meetings of the company shall mutatis mutandis apply but so that the necessary quorum shall be members of the class holding or representing by proxy one third of the capital paid or credited as paid on the issued shares of that class.

7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed not to be varied by the creation or issue of further shares ranking "paripassu" therewith.

#### **PREFERENCE SHARES.**

8. Subject to the provisions of the Act, any preference shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, or at the option of the company are liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine.

#### **ALLOTMENT OF SHARES.**

9. Subject to the provision of these Articles relating to new shares, 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 in accordance with the provisions of the Act.

10. The Company may exercise the powers of paying commissions conferred by the Act: provided that the rate per centum or the amount of commissions paid or agreed to be paid shall be disclosed in the manner required by the said section and the rate of the commission shall not exceed the rate of ten (10) per centum of the price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
11. Except as required by law, no person shall be recognized by the Company as holding any shares upon any trust and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part or (except only as these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
12. Nothing contained in these Articles shall preclude the Directors from allowing the allotment of any share to be renounced by the allottees in favor of some other person.

#### **SHARE CERTIFICATE.**

13. Every person whose name is entered as a member in the register of members shall without payment be entitled to one certificate for all his shares under the Common Seal of the Company specifying the share or shares held by him and the amount paid thereon: provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.
14. The Company shall be entitled to treat the person whose name appears upon the register in respect of any shares as the absolute owner thereof and shall not be under obligation

to recognize any trust or equity or equitable claim to or partial interest in such shares whether or not it shall have expressed or other notice thereof.

15. If a share certificate is defaced, lost or destroyed it may be renewed on payment of such fee if any (not exceeding five thousands (5,000) shillings) and on such terms if any as to evidence and indemnity as the Directors think fit.

16. The Company shall not give whether directly or indirectly and whether by means of a loan guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding Company but nothing in these presents shall prohibit transactions mentioned in the proviso to section 46(1) of the Act.

#### **LIEN.**

17. The Company shall have a first and paramount lien on every share (not being a fully paid share for all monies whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares other than fully paid shares standing registered in the name of a single 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 be wholly or in part exempt from the provisions of this Article. The company's lien(if any) on a share shall extend to all dividends payable thereon.

18. The lien hereby conferred shall be attached 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 shall be one of several joint holders.

19. The Directors 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 a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.

20. To give 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 share 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 shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

21. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue (if any) shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the persons entitled to the shares at the date of the sale.

#### **CALLS ON SHARES.**

22. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times: provided that no call shall be payable at less than one month from the date fixed for payment of the last preceding call and each member shall (subject to receiving at least fourteen days notice specifying the time or times and place of payment) pay to the company at the time or times or place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.

23. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed and may be required to be paid in installments.

24. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

25. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate

not exceeding ten (10) per centum per annum, as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part.

26. The provision of these Articles as to liability of joint holders and as to payment of interest shall apply in the case of non - payment of any sum which by the terms of issue of a share become payable to 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.

27. Any sum by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, share for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue, the same becomes payable; and in case of non - payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made.

28. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled or unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would but for such advance become payable) pay interest at such rate not exceeding (unless the Company shall in the General Meeting otherwise direct) eight (8) per centum per annum, as may be agreed upon between the Directors and the member having such sum in advance.

29. The Directors may make arrangements on the issue of shares for difference between holders in the amount of calls to be paid and in times of payment.

30. No members shall be entitled to receive any dividend or to be present or to vote on any question, either personally or by proxy, at any General Meeting or upon a poll, or to be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares held by him, whether alone or jointly with any other person.

## TRANSFER OF SHARES

31. The instrument of transfer of any share shall be executed 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 of members in respect thereof.
32. Subject to such of the restrictions of these Articles as may be applicable any member may transfer all or any of his shares by instrument in writing in the usual or common form or may other form which the Directors may approve.
33. (i). A share may be transferred by a member or other person entitled to transfer to any member selected by the transferor; but save as aforesaid and save as provided by sub - Articles (8) and (9) hereof, no share shall be transferred to a person who is not a member so long as any member is willing to purchase the same at the fair value (as determined pursuant to sub - Articles (2) and (6) hereof.
- (ii). Except where the transfer is made pursuant to sub - Articles (8) and (9) hereof, the person proposing to transfer any share (hereinafter called a “proposing transferor”) shall give advice in writing (hereinafter called a “transfer notice”) to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value and shall constitute the Company his agent for the sale of the share to any member of the Company or person as aforesaid willing to purchase the share (hereinafter called the “purchasing member”) at the price as fixed, or at the option of the purchasing member at the fair value to be fixed by the auditors in accordance with sub - Articles (4) hereof. A 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 members and not in respect of only some of the shares stated in the transfer notice.
- (iii). The Directors 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 fourteen

days from the date of the said notice whether he is willing to purchase any, and if so, what maximum number of the said shares.

- (iv). Subject to sub - Article (2) of this Article at the expiration of the said fourteen days, the Directors shall allocate the said shares to or amongst the member or members who shall have expressed his or their willingness to purchase as aforesaid, and (if more than one) so far as may be necessary to pro - rate 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.
- (v). If the company shall within a space of twenty eight 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 in accordance with sub - Articles (2) or (6) hereof, to transfer the share to the purchasing member.
- (vi). 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 of the Company shall on the application of either party certify in writing the sum which, in this 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 Act shall not apply.
- (vii). If in any case the proposing transferor, having become bound as aforesaid, makes a 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 Secretary as his agent to exercise a transfer of the share to the purchasing member, and upon the execution of such transfer the Company shall hold the purchase money in trust for the proposing transferor. The receipt 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 the purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

- (viii). If the Company shall not within the space of twenty eight days after being served with a transfer notice find a purchasing member and give notice in the manner aforesaid, the proposing transferor shall at any time within three months after the expiration of the said twenty eight days be at liberty, subject to sub - Article (10) hereof, to sell and transfer the share (or where there are more shares than one of those not placed) to any person whether he is a member of the Company or not.
- (ix). Any share may be transferred by a member to any child or otherwise, son in law, daughter in law, father, mother, brother, sister, and any share of a deceased member may be transferred by his executors or administrators to any child or other issue, son in law, daughter in law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased member to which such deceased member may have specifically bequeathed the same), and shares standing in the name of a deceased member or his executors or administrators (if specifically bequeathed to any of the said relations) may be transferred upon any change of trustees to trustees for the time being of such will and the restrictions in sub - Article (1) hereof shall not apply to any transfer authorized by this sub - Article.
- (x). The Directors may in their absolute discretion and without assigning any reason therefore refuse to register any transfer of a share whether or not it is a fully paid share and may also decline to register any transfer of shares (whether fully paid or not) where:
  - (a). the Company has a lien on the share; or
  - (b). the share intended to be transferred is not a fully paid share and the Directors are of the opinion that it is undesirable in respect of such shares to admit the proposed transferee to membership; or

- (c). the registration of the transfer would cause the number of members of the Company to exceed the number permitted hereunder.
- (xi). The Directors may decline to recognize any instrument of transfer unless:
- (a). such fee not exceeding ten (10) shillings as the Directors may from time to time require is paid to the Company in respect thereof; and
  - (b). the instrument of transfer is deposited at the registered office or at such other place as the Directors may appoint accompanied by the certificate of the shares to which it is related and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and if the instrument is executed by some other person on his behalf the authority of that person so to do.

All instruments of transfer which are registered may be retained by the Company.

34 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.

35 The registration of transfers may be suspended at such times and for such periods (not exceeding a total of thirty days in any year) as the Directors may from time to time determine.

#### **TRANSMISSION OF SHARES**

36 (a). In case of the death of a member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased, where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which has been jointly held by him with other persons.

(b). In the case of a share registered in the names of two or more holders  
the survivor or survivors or the personal representatives of the deceased survivor shall be the only persons recognized by the Company as having any title to the share.

37. Any person entitled to a share in consequence of the death or bankruptcy of a member shall upon such evidence being produced as may from time to time properly be required by the Directors have the right either to be registered as a member in respect of the share or instead of being registered himself to make a transfer of the share as the deceased or bankrupt person could have made but the Directors shall in either case have the same right to decline or suspend registration as they would have had in the case of transfer of the share by the deceased or bankrupt person before the death or bankruptcy.

38. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of this share. All the limitations, restrictions and provisions of these Articles relating to the right of transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of a member had not occurred and the notice or transfer were a transfer signed by that member.

39. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company; provided that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, if the notice is not complied with within ninety days, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

### **FORFEITURE OF SHARES.**

40. 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 the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installments as is unpaid, together with any interest which may have accrued.
41. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non - payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited.
42. If the requirements of any such notice as aforesaid are not complied with any shares 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 dividends in respect of any share so forfeited not actually paid at the date of the said notice.
43. 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.
44. A person whose shares have been forfeited shall cease to be a member in respect of any of the forfeited shares but shall notwithstanding remain liable to pay to the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company receives payment in full of the nominal amount of the shares.
45. A statutory declaration in writing that the declarant is a Director of the Company and that a share in the Company has been duly forfeited 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 consideration (if any) given for the share on any sale or disposition thereof, and may execute a transfer of the share in favour of the person to whom the share is or disposed of, and he shall

thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularities or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

46. The provisions of these Articles as to forfeiture shall apply in the case of non - payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.

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

47. The Company may by Ordinary Resolution convert any paid up shares into stock, and reconvert any stock into paid up shares of any denomination.

48. The holders of any 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 thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable, provided that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

49. The holders of stock shall, according to the amount of stock held by them have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose but such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not if existing in shares, have conferred that privilege or advantage.

50. Such of the Articles of the Company are applicable to paid up shares shall apply to stock and the words 'share' and 'shareholder' therein shall include 'stock' and 'stockholder'.

51. The Company may from time to time in the General Meeting whether all the shares for the time being authorized shall have been issued or all the shares for the time being

issued shall have been fully called up or not, increase its share capital by the creation and issue of new shares, such new capital to be of such amount and to be divided into shares of such respective amount as the Company by Ordinary Resolution authorizing such increase directs.

32 The Company may by Ordinary Resolution, before the issue of any new shares, determine that the same or any of them, shall be offered in the first instance either at part or at a premium, to all the existing holders of any class of shares, in proportion as nearly as may be to the number of shares held by them respectively or make any other provisions as to the issue of the new shares, but, in default of any such determination, or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the original capital.

33 Except as far as otherwise provided by the conditions of issue any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company and shall be subject to the same provisions as the original share capital.

#### **ALTERATION OF CAPITAL.**

54 The Company may from time to time by Ordinary Resolution (a) consolidate and divide all or any of its share capital into shares of larger amounts than its existing shares or (b) subdivide its existing shares or any of them, into shares of smaller amount than is fixed by the Memorandum of Association subject, to the provisions of section 51(1) of the Act or (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.

55 The Company may by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to any incident authorized, and consent required by law.

## GENERAL MEETINGS.

56. The Company shall 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 notices calling it; and no more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first annual General Meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.

57. The business of the Annual General Meeting shall be:

- (a). to receive and consider the accounts and balance sheets and reports of the Directors and Auditors;
- (b). to elect Auditors and fix their remuneration;
- (c). to sanction a dividend;
- (d). to elect Directors in place of those retiring.

All other business transacted at an Annual General Meeting and all business transacted at an Extra General Meeting shall be deemed special.

58. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and an Extraordinary General Meeting shall also be convened on such requisition, or, in default, may be convened on such requisition as provided by section 114 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 meetings may be convened by the Directors.

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

59. Any annual General Meeting and a meeting called for passing of a Special Resolution shall be called by twenty - one days' notice in writing at the least and a meeting of the company other than an Annual General Meeting or a meeting for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is given, and shall specify the place, the day and hour of meeting and, in case of business, the general nature of that business, and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under these Articles, entitled to receive such notices from the company and to the Auditors; provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in these presents be deemed to have been duly called if it is so agreed:

- (a). In the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat; and
- (b). In the case of any other meeting by majority in number of the members having a right to attend and vote at the meeting being a majority together holding not less than 95 per cent in the nominal value of the shares giving that right.

60. The accidental omission to give notice of a meeting to or non receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

### **PROCEEDINGS AT GENERAL MEETINGS**

61. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all business that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of accounts and reports of Directors and Auditors, the election of Directors in place of those retiring and the appointment of and the fixing of the remuneration of the Auditors.

62. No business shall be transacted at any General Meeting except the adjournment of the meeting unless a quorum of members is present in person or by proxy at the time when the meeting proceeds to business comprised in sub - sections (a), (b), (c) and (d) of Article 57 hereof consisting of not less than two members present in person or by proxy. For the transaction of all other business the quorum shall consist of not less than two members present in person or by proxy and holding or representing not less than one half of the issued share capital of the Company upon which all calls or other sums then due have been called.
63. If within thirty minutes 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 any other case it shall stand adjourned to the same day 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 adjourned meeting a quorum is not present within thirty minutes from the time appointed for the meeting it shall be dissolved.
64. The Chairman (if any) of the Board of Directors shall preside as Chairman at every General Meeting of the Company or, if there is no Chairman, or if he shall not be present within thirty minutes after the time appointed for holding the meeting or unwilling to act, the Directors present shall choose one of their member to be Chairman of the meeting.
65. If at any meeting no Director is willing to act as chairman or if no Director is present within thirty minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairman of the meeting.
66. 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 left unfinished at the meeting from which the adjourned took place. When a meeting is adjourned for seven 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 notice of an adjournment or of the business to be transacted at an adjourned meeting.

67. At a General Meeting a resolution put to the vote of meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the show of hands) demanded:

- (a). by the Chairman of the meeting; or
- (b). by at least three members present in person or by proxy; or
- (c). by any member or members present in person or by proxy and representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (d). by a member or members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one - tenth of the total sum paid up on all the shares conferring that right.

Unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried unanimously or by a particular majority, or lost, an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number of proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

68. Except as provided in Article 63, if a poll is duly demanded, it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

69. In case of an equality of votes whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall have a second or casting vote.

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

the Chairman of the meeting directs but not later than ten days from the date the poll is demanded, and any business other than upon which a poll has been demanded may be proceeded with pending the taking of a poll

7. Subject to the provision of the Act a resolution in writing signed by all members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorized representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the members or duly authorized representative concerned.

### **VOTES OF MEMBERS**

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

7. In the case of joint holders the vote of the senior who tenders the vote, whether in person or 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.

7. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll by his committee or other legal guardian appointed by that court, and any such committee or legal guarding may vote by proxy.

7. 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.

7. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such a 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.

7. On a poll votes may be given either personally or by proxy.

8. The instruments appointing a proxy shall be in writing in the common form or any form approved by the Directors under the hands of the appointer or his attorney duly authorized in writing and shall be deposited at the office before the time appointed for holding the meeting, otherwise the person so named shall not be entitled to vote in respect thereof. A proxy need not be a member of the Company. Unless otherwise instructed the proxy shall vote as he thinks fit.

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

10. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument of proxy is given provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

#### **CORPORATIONS ACTING BY REPRESENTATIVE AT MEETINGS.**

11. Any corporation (whether a Company within the meaning of the Act or not) which is a member of the Company may by resolution of its Board of Directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company. A corporation which is a member of the company will be deemed to be present in person by its representative duly authorized under this Article.

## DIRECTORS

- 82 (a). Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than two or more than eight. In the event of the minimum number of Directors fixed pursuant to these Articles being one, a sole Director shall have authority to exercise all the powers and discretions by these Articles expressed to be vested in the Directors generally. A Director need not hold a shareholding qualification.
- (b). The following shall be the first Directors of the Company:
- 1. QIANMEI WU**
  - 2. JUNWEIN CHANG**
- They shall hold office until the first Annual General Meeting unless they are re-elected in accordance with the provision hereafter provided.
- (c). A member holding forty per centum or more of the issued share capital of the Company shall have the right to appoint at least two Directors one of whom shall be the Chairman of the Board of Directors as well as the Chairman of the Company in the General Meeting. Every Director appointed pursuant to this sub-paragraph shall hold office at the pleasure of the member appointing him and may at any time by notice in writing addressed and delivered to the Company revoke such appointment and appoint another Director.

## SPECIAL DIRECTOR FOR DEBENTURE HOLDERS

- 83 (a). Subject as hereinafter provided the Directors may grant, for such period and upon such terms as they think fit, to holders of any debentures, debenture stock or other obligations of the Company or to the trustees of any trust deed security the same, the right from time to time to appoint any person a Special Director (but so that not more than three Special Directors shall be in office at any one time) to determine the period for which any person so appointed will hold office and to remove any Special Director from his office.

- (b). Any right so granted shall lapse and any Special Director appointed pursuant hereto shall automatically vacate his office upon the debenture, debenture stock or other obligations in respect of which the right was granted, being redeemed, paid or satisfied otherwise.
- (c). A Special Director shall not be required to hold any share qualification or be subject to retirement by rotation. A Special Director shall not be taken into account in determining the retirement by rotation of Directors or in reckoning the maximum number of Directors, but in all other respects a Special Director shall be subject to the terms and conditions existing with reference to other Directors and shall be entitled to receive notice of all meetings of Directors, and to attend, speak and vote at such meetings.
- (d). Every appointment, determination or removal made pursuant to a right granted under this regulation shall be made by notice in writing, signed by or on behalf of the person entitled to make the same. Every such notice shall be delivered to the secretary or the registered office of the Company, and shall take effect from the time of the receipt.

§4 The remuneration of the Directors shall be such (if any) as shall be voted to them by the Company in General Meeting and such remuneration shall be divided amongst the Directors as the Company shall determine. The Directors shall also be entitled to be paid all traveling and hotel expenses incurred by them respectively in or about the performance of their duties as Directors including traveling to and from Board Meetings.

§5 A Director of the Company may be or become a Director or other officer of or otherwise interested in, any Company promoted by the Company or in which the Company may be interested as shareholder or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of or from his interest in such other Company unless the Company otherwise direct.

### **BORROWING POWERS**

86. 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 debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any thirdparty.
87. The Directors shall cause a proper register of charges to be kept in accordance with the Act and shall duly comply with the requirements of all provisions of the Act in regard to the registration of charges therein specified or otherwise.

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

88. The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the Act or these Articles required to be exercised by the Company in General Meeting subject nevertheless to any regulation of these Articles, to the provisions of the Act and to such regulations, being not inconsistent with the aforesaid regulations and no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
89. The Directors may from time to time at any time by power of attorney appoint any Company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be attorney, or attorneys of the Company for such purposes and with such powers, authorities and descriptions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they think fit and any such powers of attorney may contain such provisions for the

protection and convenience of persons dealing with any such attorney to delegate all or any of the powers, authorities and directions vested in him.

90. The Company may exercise the powers conferred by section 33 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

91. The Company may exercise the powers conferred upon the Company by sections 104 to 107 (both inclusive) of the Act with regard to the keeping of a branch register and the Directors may (subject to the provisions of those sections make and vary such regulations as they may think fit respecting the keeping of any such register.

92. (a). A Director who is in any way whether directly or indirectly interested in any contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with section 150 of the Act.

(b). A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

(c). a Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration or otherwise) as the Director may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchasing or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company in which the Director is in any way interested into by or on behalf of the Company in which the Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or the fiduciary relation thereby established.

(d). Any Director may act by himself or his firm in any professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorize a Director or his firm to act as Auditor of the Company.

93. All cheques, promissory notes, drafts, bills of exchange or other negotiable instruments and all receipts for moneys 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.

#### **MINUTES.**

94. The Directors shall cause minutes to be made in books provided for that purpose:

- (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 Directors;
- (c). of all resolutions and proceedings at all meetings of the Company, and of the Directors and committee of Directors;

But it shall not be necessary for the Directors to sign their names in the minute book.

95. The Directors on behalf of the Company may pay a gratuity or allowance on retirement to any Director who had held any other salaried office or place of profit with the Company or to his widow or dependents and make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

#### **DISQUALIFICATION OF DIRECTORS.**

96. The office of Director shall be vacated if the Director:
- (a). ceases to be a Director by virtue of section 142 of the Act; or
  - (b). becomes bankrupt or makes any arrangement or composition with his creditors;
  - (c). becomes prohibited from being a Director by reason of any order made under section 213 or 269 (4) of the Act; or
  - (d). becomes of unsound mind; or
  - (e). is dismissed or removed from office by his appointee in accordance with regulations 82 and 83 of these Articles; or
  - (f). resigns his office by notice in writing to the Company; or
  - (g). shall for more than six months have been absent without permission of the Directors from meetings of the Directors held during that period;
  - (h). is imprisoned for a term exceeding six months.

#### **ROTATION OF DIRECTORS**

97. At the first Annual General Meeting of the Company all the Directors other than those appointed pursuant to regulation 83 of these Articles shall retire from office and at the Annual General Meeting in every subsequent year one third of the Directors for the time being or, if the number is not three or a multiple of three the number nearest to one - third shall retire from office.

98. The Directors to retire in every year shall be those who have been longest in office since their last election but as between persons who become Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

99. A retiring Director shall be eligible for re - election.

100. The Company at the meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring Director shall if offering himself for re - election be deemed to have been re - elected unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re - election of such Directors shall have been put to the meeting and lost.

101. No person other than a Director retiring at the meeting shall unless recommended by the Directors be eligible for election to the office of Director at any General Meeting unless not less than three or more than twenty one days before the date appointed for the meeting there shall have been left at the registered office of the Company, notice in writing signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such a person for election, and also notice in writing signed by that person of his willingness to be elected.

102. The Company may from time to time by Ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased number is to go out of office.

103. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number so fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting and shall then be eligible for re - election but shall not be taken into account in determining the Directors who are to retire by rotation at such meetings.

### **PROCEEDINGS OF DIRECTORS**

104. 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 or casting vote. A Director may and the Secretary on the requisition of a Director shall at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of the Directors to any Director for the time being absent from Tanzania.

105. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless fixed shall be two.

106. 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 necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of the Directors but for no other purpose.

107. The Directors may delegate any of their powers to committees consisting of such members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

108. A committee may elect a Chairman of its meeting; 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 may choose one of their member to be the Chairman of the meeting.

109. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and in the case of equality of votes the Chairman shall have a second or casting vote.

110. All acts done by any meeting of the Directors or of a committee of 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 Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if such person had been duly appointed and was qualified to be a Director.

111. A resolution in writing, signed by all the Directors for the time being entitled to receive notices of a meeting of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Such resolution may consist of two or more documents in the like form signed by one or more of the Directors or members of the committee concerned.

### **MANAGING DIRECTOR.**

112 The Directors may from time to time appoint any one or more of themselves to be Managing Director or Managing Directors for such period and upon such terms as they think fit, and may vest in such Managing Director or Managing Directors such of the powers hereby vested in the Directors generally as they may think fit and such powers may be made exercisable for such period or periods and upon such conditions and subject to such restrictions, and generally upon such terms as to remuneration or otherwise as they may determine. The remuneration of the Managing Director or Managing Directors may be by way of salary or commission or participation in profits or by any or all of those modes. A Managing Director shall (subject to the provisions of any agreement between him and the Company) be subject to the same provision as to registration and removal as the other Directors of the Company and shall ipso facto and immediately cease to be the Managing Director if he ceases to hold the office of Director for any cause. A Managing Director, whilst holding that office shall not be subject to retirement at the Annual General Meeting.

113 A Managing Director shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Directors may determine.

114 The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions with such restriction as they may think fit and either collateral with or to the exclusive of their own powers and may from time to time revoke, alter or vary all of any of such powers.

### **ALTERNATE DIRECTOR.**

115 Each Director shall have the power to nominate another Director or with the approval of a majority of other Directors, any other person to act as an alternate Director, in his place at any meeting of the Directors at which he is unable to be present, and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall (except as regards the power to appoint an alternate) be subject in respect to the terms and conditions existing with reference to the other Directors of

the Company and each alternate Director whilst acting in place of an absent Director shall exercise and discharge all duties of the Director he represents but shall look to such Director solely of his remuneration as an alternate Director. Any Director of the Company who is appointed an alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as Director of the Company and shall also be considered as two Directors for the purposes of making a quorum of Directors when such quorum exceed two. An alternate Director shall ipso facto cease to be an alternate Director, if his appointer ceases for any reason to be a Director provided that when a Director retires but he is re - appointed at the meeting at which the retirement takes effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re - appointment as if he had not so retired.

All appointments and removals of alternate Directors shall be effected by notice in writing under the hand of the Directors making or revoking such appointer and very such notice shall be delivered or sent to the Secretary or to the registered office of the Company and shall take effect from the time of receipt.

#### **SECRETARY.**

116. The Secretary shall be appointed by the Directors for such term at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed (subject to the provisions of any agreement between him and the Company) shall be removed by them. The Directors may from time to time appoint and remove a temporary substitute for the Secretary who shall be deemed to be the Secretary during the terms of his appointment.

117. No person shall be appointed to hold office as 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.  
118. A provision of the Act or these Articles 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 the same person acting both as Director and as, or in place of, the Secretary.

#### **THE SEAL.**

119. The Managing Director shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or a committee of the Directors authorized by the Directors on that behalf and every instrument to which the seal shall be affixed shall be signed by a Director and shall be counter - signed by the Secretary or a second Director or some other person appointed by the Director for the purpose.

#### **PROFIT, DIVIDEND AND RESERVE.**

120. Subject to any preferential or other special rights for the time being attached to any special class of shares the profits of the Company which it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amount paid up or credited as paid up thereon.

121. The Directors may with the sanction of the General Meeting from time to time declare dividends, but no such dividend shall be payable except out of the profits of the Company. The Directors may if they think fit from time to time pay to the members such interim dividends as appear to them to be justified by the position of the Company. No higher dividend shall be paid than is recommended by the Directors and the decision of the Directors as to the amount of net profits shall be conclusive.

122. The Directors may before recommending any dividend set aside out of the profits of the company such sums as they may think proper as reserve fund or reserve funds which shall at the discretion of the Directors be applicable for meeting contingencies, for the

gradual liquidation of any debt or liability of the Company or for repairing or maintaining any works connected with the business of the Company or shall with the sanction of the Company in General Meeting, be as to the whole or in part applicable for equalizing dividends or for distribution by way of special dividend or bonus or may be applied for such other purposes as the Directors think expedient in the interest of the Company, and depending on such application, the Directors may employ the sums from time to time so set apart as aforesaid, in the business of the Company or invest the same in such securities, other than the shares of the Company, as they may select. The Directors may also from time to time carry forward such sums as may be deemed expedient in the interest of the Company.

123. Subject to the rights of persons (if any) entitled to shares with special rights as to dividend, all dividends, shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on share in advance of calls shall be treated for the purpose of this regulation as paid on the shares. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on the terms providing that it shall rank of a dividend as from a particular date such share shall rank for dividend accordingly.
124. The Directors may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
125. Any General Meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid up shares, debentures stock of any other Company or in any one or more of such ways, and the Directors shall give effect to such resolution and where any difficulty arises in respect of any such distribution, the Directors may settle the same as they think expedient and in particularly may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and make cash payments to any share holders on the footing of the value so fixed in order to adjust rights of the parties

and vest any shares or debentures in trustees upon such trusts for the persons entitled to share in the distribution as may seem just and expedient to the Directors.

126. Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post directly to the registered address of the holder or in case of joint holders to the registered address of the one of the joint holders who is first named on the Register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Anyone of two or more joint holders may give effectual receipt for any dividends, bonuses or other moneys payable in respect of the shares held by them as joint holders.

127. No dividend shall bear interest against the Company.

#### **ACCOUNTS**

128. 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 shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the company's affairs and to explain its transactions.

129. The books of account shall be kept at the 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.

130. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to inspection of the members not being Directors

and no member (not being a Director) shall have any right of inspecting any account or books or document of the Company except as conferred by statute or authorized by the Directors or the Company in the General Meeting.

31. The Directors shall from time to time in accordance with sections 153 to 159 (both inclusive) of the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss account, balance sheets, group accounts (if any) and reports as referred to in those sections.

32. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting together with a copy of Auditors' report, shall not be less than twenty - one days before the date of the meeting be sent to every member of and every holder of debentures of, the Company and to every person registered under regulation 38. Provided that this regulation shall not require a copy of these 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 of debentures.

#### **CAPITALIZATION OF PROFITS**

33. Subject to any consent required by law the Company in General Meeting may, at any time, and from time to time, resolve that any sum not required for the payment or provision of any fixed preferential dividend; and

(a). for the time being standing to the credit of any Reserve Account of the Company including premiums received on the issue of any debentures of the Company and any sum carried to reserve as a result of a sale or revaluation of the assets or goodwill of the Company or any part thereof; or

(b). Being undivided net profits in the hands of the Company.

be capitalized and that such sum be appropriated as capital to or amongst ordinary shareholders in the proportion in which they would have been entitled thereto if the same had been distributed by way of dividend on the ordinary shares and in such manner as such resolution may direct and so that fractional interest may, if such resolution shall so provide be disregarded and such resolution shall be effective; provided that no such distribution shall be made unless recommended by the Directors and the Directors shall in accordance with such resolution apply such sum in paying any unissued shares or debentures of the Company on behalf of such ordinary share - holders and appropriate such shares or debentures to and distribute the same as fully paid up amongst such ordinary share - holders in the proportion aforesaid in satisfaction of their shares and interests in the said capitalized sum, or shall apply such sum or any part thereof on behalf of such ordinary shareholders in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued shares in the Company held by them respectively, or otherwise deal in such sum as directed in such resolution.

The Company in General Meeting may also, at any time and from time to time resolve that all or any part of a share Premium Account and a Capital Redemption Reserve Fund of the Company be applied in paying up in full any unissued shares in the Company and appropriate such shares credited as fully - paid amongst the ordinary shareholders in like proportions.

134 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 issues of fully paid shares or debentures, if any, and generally shall do all acts, and things required to give effect thereto, with full power 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 ordinary shareholders entitled into agreement with the Company in providing for the allotment of them respectively credited 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 by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amount

remaining unpaid on their existing shares and any agreement made under such authority shall be effective and binding on all such members.

#### **AUDIT**

135 Auditors shall be appointed and their duties shall be regulated in accordance with provisions of the Act.

#### **NOTICES**

136 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 (or if he has no registered address within Tanzania) to the address, if any, within Tanzania supplied by him to the Company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

137 A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the Register of Members in respect of the share.

138 A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by the name or by the title of representative of the deceased, or trustees of the bankrupt, or by any like description, at the address if any, within Tanzania supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner which the same might have been given if the death or bankruptcy had not occurred.

139 Notice of every General Meeting shall be given in any manner hereinbefore authorized to:

(a) every member except those members who (having no registered address within Tanzania) have not supplied to the Company an address within Tanzania for the giving of notices to them;

- (b). every person whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
- (c). the Auditor for the time being of the Company.

#### **PRELIMINARY EXPENSES**

- 140. The Directors may in ordinary meeting decide to pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to the formation and registration of the Company, including floatation and allotment of capital and of shares respectively and such decision of the Directors shall be binding on the Company.

#### **WINDING UP**

- 141. If the Company shall be would up, the liquidator may with the sanction of an Extraordinary 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 such 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 or different classes of members.

#### **ALTERATION AND ADDITION**

- 142. Subject to the provisions of the Act and to those contained in the Memorandum of Association, the Company by Special Resolution may make alteration or addition to these Articles and any such alteration so made shall be as valid and effectual as if originally contained in these Articles and be subject in like manner of alteration by special resolution provided that such a resolution shall have been carried by at least eighty two per centum of the voting shares.

### **INDEMNITY**

143. Every Director, officer and every person employed by the Company as Auditors shall be entitled to be indemnified out of the funds and assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of this office or otherwise in relation thereto including any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favor or in which he is acquitted or in connection with any application under section 345 of the Act, in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. The Articles shall only have effect in so far as its provisions are not avoided by section 153 of the Act.

### **ARBITRATION**

144. If and whenever any differences shall arise between the Company and any of the members or their respective representatives touching the contraction or the meaning of any of the Articles herein contained or any act, matter or thing made or done or omitted or with regard to the rights and liabilities arising hereunder or arising out of the relations existing between the parties by reasons of these Articles or the Act such differences shall (unless a sole arbitrator be agreed upon) forthwith be referred the decision of two arbitrators one to be appointed by each party in difference or to an umpire to be appointed by the arbitrators before entering into consideration of the matters referred to them and every such reference shall be conducted in accordance with the provisions of the Arbitration Act (Cap. 15) or any then existing Statutory modifications or re - enactment thereof.

**NOW, THEREFORE WE**, the several persons whose names and addresses are hereafter described, are desirous of being formed into a Company in pursuance of this Article of Association and we respectively agreed to take the number of shares in the capital of the Company as set out opposite to our respective names:

	Name address and description of subscriber	Number of shares taken	Signature
1	<b>QIANMEI WU</b> <b>P.O.BOX 920 DAR ES SALAAM</b>	900	吴倩美
2	<b>JUNWEI CHANG</b> <b>P.O.BOX 480 DAR ES SALAAM</b>	100	常军委

Dated at dar es salaam this August day of 15 2023

Witness to the above signature:

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INNOCENT S. MKENDA

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COMMISSIONER FOR OATHS

