

THE COMPANIES ORDINANCE  
(CAP. 212)

.....  
COMPANY LIMITED BY SHARES  
.....

MEMORANDUM

and

ARTICLES OF ASSOCIATION

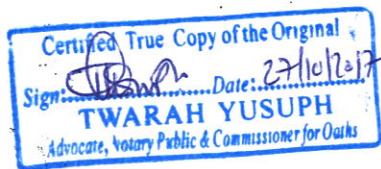
of

DELINA GENERAL ENTERPRISES LTD

.....  
Incorporated this ..... day of ..... 2005  
.....

DRAWN BY:

I. O. MADEGA,  
Universal Law Chambers, (Advocate)  
Pamba House, 2<sup>nd</sup> Floor,  
Room No. 225,  
Pamba Road/Garden Avenue,  
P.O. Box 78095,  
DAR ES SALAAM.



500/-  
23/3852 22/3/01

**COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF  
DELINA GENERAL ENTERPRISES LTD**

2000/-  
23/3852 22/3/01

1. The name of the Company is **DELINA GENERAL ENTERPRISES LTD.**
2. The Registered Office of the Company will be situated in **TANZANIA.**
3. The objects for which the Company is established are;
  - a. To carry on the business of transportation road, railways, seas and airways and in particular by means of lorries, trucks saloons, van, buses and transporting all kinds of cargo, goods, petroleum, agricultural products, water, construction materials and equipments, various machineries etc.
  - b. To carry on the business of importer, exporters and manufactures of, dealers, in, hirers, repairs, cleaners stores, and warehouses of motor cars, motor lorries, motor cycles, cycle cars, motors, motor boats, scooters, cycles, bicycles, computers, computer accessories, stationeries, photocopying machine and its accessories, and carriages, launches, boats, vans, airplanes, sea planes, gliders and other conveyances of all descriptions (all hereinafter comprised in the term "motors and other things") whether propelled or assisted by means of petrol, spirit, steam, gas, electrical, animal atomic or other

flyers taxidermists, interpreters and other servants or aides that may be required by hunters, tourists, travelers and others;

- f. To carry on the business of holders of exhibitions, photographers, dealers in pictures photographic, camping and hunting equipment, artist agents as well as makers and sellers of pictures, picture frames' and other instruments, articles and ingredients relating to such business;
- g. To carry on hotel and loges business, and engage in the ownership, development operation and management of hotels, lodges, restaurants, guesthouses, apartments and clubs;
- h. Make advances to customers and others with or without security and upon such terms as this company may approve, and generally to act as bankers for customers and others;
- i. To carry on the business of planters, growers, cultivators, horticulturists, arbor culturists, market gardeners, agriculturists, and buyers of every kind of vegetables and other produce of the soil; to prepare, preserve, process, cure, blend, refine, treat, manufacture and render marketable and such produce, and to sell, dispose of and deal in any such produce, either in its prepared, manufactured, raw or other state, and either by wholesale or retail;

- j. To acquire by purchase or otherwise estates, ranches, farms, and to carry on the trades and business of dairy farmers, poultry farmers, fish farmers, glaziers, breeders, and erasers of cattle, sheep, goats, pigs and other livestock, pastures, whole sale and retail butchers, port butchers, preserved and potted meat manufacturers, canners of meat and other produce, dealers in hides, fat, tallow, grease, offal and other animal products and to buy sell by wholesale or retail, import, export, prepare, deal and trade in all kinds of meat cattle, sheep, pigs, goats, poultry, game, sausages, preserved meat and other live and dead stock, milk, cream, butter, cheese, eggs, and other articles, goods or things usually or which may be conveniently dealt with it in the course of carrying on any of the trades and business mentioned above;
- i. Give guarantees and indemnities of all kinds and for all purposes;
  - ii. Guarantees and/or secure, either by personal obligation or by mortgaging or charging all or any part of the undertaking property and assets (both present and future) and uncalled capital of this company, or by both such methods, the performance of any contract or obligation of any person firm or company whatsoever;
- k. To carry on in Tanzania or any part of the World all or any of the business of manufacturing, selling, exchanging, merchanting, exporting, importing and generally dealing (whole sale or retail) in makonde wood carvings, curious,

ivory hand-crafts, sea shells, raffia, gum copal, animal tails and sea foods and sea products, local leather handbags, brief cases, wallets, shoes and other by-products of leather animal fur and skins, tents, sleeping bags, rug sacks, gemstones, jewellery, plated goods, artificial stones, earthenware, china ware, toys and gunny bags.

- I. Grant pensions, gratuities and bonuses to officers or employees or ex-officer or ex-employees (including directors or ex-directors) of this company or its predecessors in business or the dependants or connections of such persons to establish and maintaining trust funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as afore said, their dependants or connections, and to support or subscribe to any charitable funds or institutions, be support of which may in the opinion of the directors be calculated directly to benefit this company or its employees and to institute and maintain any club or other establishment or profit sharing scheme calculated to advance the interest of this company or its officers or employees;
- m. Draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments;
- n. Pay for any property or rights acquired by this company either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise,

or by any securities which this company has power to issue or partly in one mode and partly in another and generally on such terms as this company may determine;

- o. Accept payment for any property or rights sold or otherwise disposed of dealt with by this company either in cash by installments or otherwise, or fully or partly paid-up shares of any company or corporation with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation or partly in one mode and partly in another and generally on such terms as this company may determine and to hold, dispose of or otherwise deal with any share stock or securities so acquired;
  
- p. Enter into any partnership or joint-venture arrangement or arrangement for sharing profits union or interest or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company and to guarantee the contracts or liabilities of or the payment of the dividends, interest or capital of any shares, stock or securities of any to subsidize or otherwise assist any such company;

- q. Purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carving on any business which this company is authorized to carry on;
- r. Subscribe for take, purchase or other interests in or securities of any other company having objects altogether or in part similar to those of this company or carrying on any business capable of being conducted as so directly or indirectly to benefit this company;
- s. Sell, improve, manage, develop, twin to account, exchange, let on rent, royalty, share of profits or otherwise, grant licenses, easements and other rights, in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of this company for such consideration as this company may think fit;
- t. Amalgamate with any other company whose objects or include objects similar to those of this company whether by sale or purchase (for fully or partly paid-up shares or otherwise) of all a controlling interest in the shares or stock or this or any other company as aforesaid or by partnership, or any arrangements of the nature of partnership, or in any other manner;
- u. Distribute among the members in specie any property of this company but so that no distribution amounting to a

reduction of capital be made except with the sanction (if any) for the time being required by law;





- v. Do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise;
- w. Enter into arrangement with any government or authorities (supreme, municipal, local or otherwise) or any companies, firms or persons that may seem conducive to the attainment of the company's objects or any of them and to obtain from any such government authority company firm or person any rights, privileges, licenses and concessions which the company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges, licenses and concessions;
- x. Apply promote and obtain any provisional order, ordinance, or licence for enabling the company to carry of its objects into effect, or for the effecting, any modification of the company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interests;
- y. Procure the Company to be registered or recognized in and foreign Country or place;

- z. Do all such other things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that the word "Company" in this clause shall, except when used with reference to this company be deemed to include any incorporated body and any partnership or other body of persons, whether domiciled in the United Republic or elsewhere and the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall be in no ways limited by reference to any other paragraph or by the name of this company.

4. The liability of the members is limited.
5. The share capital of this company is Tanzania shillings five hundred million (500,000,000/=) divided into twenty five thousand (25,000) shares of Tanzania shillings twenty thousand (20,000/=) each, with the power for this company to reduce or increase the same and alter the value of the share or to convert the same into stock and to issue shares at part or at a premium with preferential, deferred, qualified or special rights as this company may determine.


We, the several persons whose name and addresses are subscribed herein below are desirous of being formed into a company in provision of this memorandum of association and we respectively agree to take the number of shares in the capital of this company opposite, our respective names.

Name, Address and description of subscribers	Number of shares taken by each subscriber	Signature of subscriber
Davis E. Mosha P.O. Box 16531 Dar es Salaam	6000	
Mrs. Nancy D. Mosha P.O. Box 16531 Dar es Salaam	4000	
Edgar D. Mosha P.O. Box 16531 Dar es Salaam	3000	
Angel D. Mosha P.O. Box 16531 Dar es Salaam	3000	

Dated this ..... day of ..... 2005.

Witness to the above signatures;-

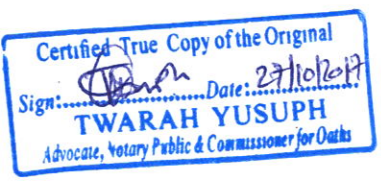
Name: Charles L.M. Lugola

Signature: 

Address: P.O. Box 72510  
Dar-es-Salaam



Qualification: ADVOCATE



B000/=  
23/3852 02/3/05  
F. W. H.

THE COMPANIES ORDINANCE  
(CAP. 212)  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
DELINA GENERAL ENTERPRISES LTD

2000/=  
23/3852 02/3/05  
F. W. H.

1. In these Regulations:

“The Ordinance” means the Companies Ordinance Chapter 212 of the laws of Tanzania.

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

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

Any words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females, and the words, cooperative societies etc.

Certified True Copy of the Original  
Sign: *[Signature]* Date: 27/10/17  
TWARAH YUSUPH  
Advocate, Notary Public & Commissioner for Oaths

The Regulations of Table 'A' in the First Schedule to the Companies Ordinance (hereinafter called Table 'A' shall apply to the company, save in so far as they are varied or excluded hereby, but in case of, any conflict between the provisions herein, and the provisions under Table 'A' the former shall prevail, and in addition to substitution former modification of the provisions of Table 'A' the following shall be at the regulations of the Company.

### PRIVATE

2. The Company is a private Company and accordingly:
  - a) The rights 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 or 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 regulation be treated as a single.
  - c) Any invitation to the public to subscribe for any shares of debenture of company is prohibited.
  - d) The company shall not have power to issue share warrants to bearer.

## TRANSFER OF SHARES

1. The Directors may in their discretion and without assigning any reason thereof refuse to register the transfer of any reason whatsoever to admit to membership.
2. Subject to Clause 2 and 3 hereof the right to members to transfer their shares shall be restricted as follows:
  - a) No share shall be transferred to a person who is not a member so long as any member or any person selected by the directors as one whom it is desirable in the interest of the company to admit to membership.
  - b) Every shareholder or trustee in bankruptcy, or any person may desire to sell or transfer any such shares and every personal representative of a deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the Board of Directors of the company as his agent for the sale of such shares to any member or members of the company at a price to be agreed upon between the party giving such notice and the Board, or in case of difference to be determined by the Auditor of the Company.

- c) Upon price of such shares being agreed on or determined as per clause (b) above, the Board shall forthwith give notice to such of the shareholders other than the shareholders desiring to sell or transfer the said shares, stating the number and price of such shares inviting the person to whom notice is sent to state within 21 days from the date of such shares. At the expiration of such 21 days' notice the Board shall apportion such shares amongst the shareholders (if more than one) who shall have expressed their desire to purchase the same and as far as may be pro rata according to the number of shares already held by them respectively, or if there be only one such shareholder, the whole of such shares shall be sold to him, provided that no shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice. Upon such apportionment being made or such one shareholder notifying his intention to purchase, as the case may be, the party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective shareholders or to the single shareholders who shall have agreed to purchase the same.

**GENERAL MEETINGS:  
NOTICE OF GENERAL MEETINGS AND  
PROCEEDINGS A GENERAL MEETINGS**

3. Articles 39 to 53 Table 'A' shall apply subject to the following variations:
- a) A General Meeting Ordinary or Extraordinary may with the consent in writing of all members, be convened on a shorter notice than seven days or without notice.
  - b) Two members, present either personally or by proxy shall form a quorum.
  - c) Any Ordinary Resolution of the company determined without any General Meeting and evidenced by writing under the hands of majority of the Directors and of the members of the company holding three fourths of the issued shares of the company shall be valid and effectual as an Ordinary Resolution duly passed at a General Meeting of the Company.

## DIRECTORS

4. a) Until otherwise determined by the company in General Meeting the Directors shall be not less than two and not more than seven in number.  
b) The following persons shall be the first Directors of the Company;-
  1. DAVIS E. MOSHA
  2. MRS. NANCY D. MOSHA
  3. EDGAR D. MOSHA
  4. ANGEL D. MOSHA
5. The shareholding qualification for Directors may be fixed by the Company in the General Meeting and unless and until so fixed no qualification shall be required.
6. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two.
7. A resolution in writing signed by all the Directors then in Tanzania shall be as a valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.
8. The Directors may from time to time borrow or raise any moneys for the company, which may exceed the issued share capital of the company.

## BORROWING POWERS

9. The Directors may raise or borrow for the purpose of the company's business such sum or sums of money as they think fit and they may cause the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the company, present and future, including its uncalled or un issued capital or by the issue; at such price as they may think fit or bonds or debentures either charged upon the whole or any part of the property an assets of the company, or not charged, or in such other way as the Directors may think expedient.

## ALTERNATE DIRECTORS

10. Each Director may nominate a person, who shall be approved of in writing by the other Directors, to act as an Alternate in his place during his absence from Tanzania or inability to act as such Director. Such Alternate Director shall be subject in all other respects to the terms and conditions existing with reference to the Directors and discharge all duties and functions of the Directors whom he represents and in the case of an Alternate Director being unable to act during the absence or inability to act as the Director whom he represents he may subject to the approval of the other Directors appoint a duly qualified person to act in his place.

## SECRETARY

11. The Secretary shall be appointed by the Board for such terms at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Board.

## WINDING UP

12. With the sanction of a Special Resolution of the Shareholders any part of the assets of the Company including any shares in other companies may be divided between the member of the company in specie or may be vested in Trustees for the benefit of such members and the liquidation of the company may be closed and the company dissolved but so that no member shall be compelled to accept any shares whereupon there is any liability.

## INDEMNITY





13. Every Director, Managing 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 any liability incurred by him to defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application (Under Section 345 of the Ordinance) in which relief is granted to him by the Court.

## ALTERATION OR ADDITIONS

14. Subject to the provision of the Ordinance and to those contained in the Memorandum of Association of the Company may by Special Resolution make alteration or addition so made shall be as valid and effectual as if originally contained in those Articles and be subject in like manner to alteration by Special Resolution.

## ARBITRATION

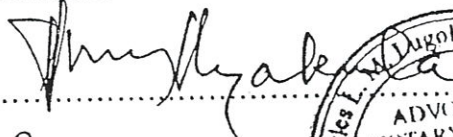
15. If and whenever any dispute or difference shall arise between the Company and any of the members or their respective representative touching upon the construction or meaning of any of the Articles herein contained or any act matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising there under or arising out of the relation existing between the parties by reason of these Articles or the Ordinance, such differences shall (unless a sole arbitrator be agreed upon) forthwith be referred to the arbitration of 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 Ordinance (Cap. 15) or any then existing statutory modifications or re-enactments thereof shall apply.

Name, Address and description of subscribers	Number of shares taken by each subscriber	Signature of subscriber
Davis E. Mosha P.O. Box 16531 Dar es Salaam	6000	
Mrs. Nancy D. Mosha P.O. Box 16531 Dar es Salaam	4000	
Edgar D. Mosha P.O. Box 16531 Dar es Salaam	3000	
Angel D. Mosha P.O. Box 16531 Dar es Salaam	3000	

Dated this 16<sup>th</sup> day of MARCH, 2005.

Witness to the above signatures;-

Name: Charles L.M. Lugola

Signature: 

Address: P.O. Box 510  
Dar-es-Salaam



Qualification: ADVOCATE

