

THE COMPANIES ORDINANCE (CAP. 212)
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF

IN AND OUT COMPANY LIMITED

TANZANIA
Stamp Duty Shs. 500/-
Receipt No. 10,579 of 03-03-04
Asst. Registrar of Companies

1. The name of the Company is " **IN AND OUT COMPANY LIMITED** "
2. The registered office of the Company will be situated in the United Republic of Tanzania.
3. The objectives for which the Company is established are:-
 - 3.1 To buy, sell, import, export, alter, prepare for market and otherwise deal in all types of gemstones, precious and semi-precious stones, jewellery, medals, fancy goods, gift articles, gold and silver articles, curios and merchandise of all kinds whatsoever.
 - 3.2 To carry on the business of mining generally and for this purpose to purchase, to take on lease or in exchange or otherwise acquire mining licences, concessions, lands, mines, mineral rights, buildings, easements, rights and privileges, machinery, plant, motor vehicles, aircrafts, appliances and other effects whatsoever necessary to facilitate the activities of the company.
 - 3.3 To search, prospect for and generally mine, smelt, cut, polish, refine and deal in gemstones, precious minerals, exotic stones diamonds, gold, ruby, tanzanite, silver and all kinds of precious stones and minerals of any kind whatsoever obtained in Tanzania and to acquire by purchase or otherwise mine, workings and mining grounds, lands and property.
 - 3.4 To act as traders, either as principals or agents, commission agents, to buy, trade and deal in both wholesale and retail goods and articles and to supply and distribute mining equipment and related parts and accessories and to provide management and technical services and other logistic support for reward to persons or corporations undertaking mining or mineral exploration or gemstones cutting, polishing, refining, or the preparation of the same for marketing whether for export or otherwise.

I HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL

Asst. Registrar of Companies
G.A. 20/21

- 3.5 To carry on the business as land and mine owners, miners, metallurgists, metal workers, bleach smiths, builders contractors, engineers and to carry on any trade business of activity which in the opinion of the directors of the Company may be advantageously or conveniently carried on by the Company independently of any of its business.
- 3.6 To search for, inspect, examine and explore, work, take on lease, peg, purchase or otherwise acquire lands, and place which may seem to the Company capable or possibly capable of affording a supply of mineral oil, and to establish, utilise and turn to account, pumping stations, pipe lines and other works of conveniences suitable for the purpose. To carry on the business of extracting, pumping, transporting, purifying, and dealing in petroleum and other mineral oils.
- 3.7 To carry on all or any of the business of manufactures of and dealers and workers in oil refinery and transportation thereof, minerals of all kinds, cement, lime plasters whiting, clay, gravel, sand minerals, coral, shell, earth, coke, fuel, artificial stone, and builders requisites and conveniences of all kinds, and of engineers, ship, barge, lighter and truck owners, quarry owners, builders, general contractors and carriers.
- 3.8 To purchase, take on lease or otherwise own land or other properties in Tanzania or elsewhere.
- 3.9 To sell, improve, manage, develop, lease, mortgage, pledge or otherwise charge or encumber, dispose or turn to account or otherwise deal with all or any part of the immovable or movable property of the company.
- 3.10 To manufacture, buy, sell, exchange, alter, improve, manipulate, prepare for market and otherwise deal in all kinds of plant, machinery, apparatus, used and/or new electronic equipment and other tools, utensils, new tyres, used spare parts, hardware and other substances, materials and things whatsoever.
- 3.11 To carry on the trade or business of warehousemen, removers, stores, packers and carriers of personal property of every description.
- 3.12 To design, construct, establish, open, acquire, maintain and carry on factories, warehouses, shops, shop premises and similar establishments of all kinds and in particular but without prejudice

I HEREBY CERTIFY THAT THIS IS A
 TRUE AND CORRECT ORIGINAL

 Agent Registrar
 G.H. 21

- to the generality of the foregoing retail shops for the sale and/or repair of any articles, goods or provisions, beverages, food stuffs and supplies, clothing and other articles or things from time to time manufactured and/or dealt in by the Company or of or employees of the Company or of any subsidiary and dwelling houses or other accommodation for employees of the Company or of any subsidiary.
- 3.13 To carry on business as carriers by land, sea or air, and as railway and tramway owners, harbinger, lighter men, warehousemen, ship owners, transport contractors, builders and owners of aircraft and vessels of all kinds, locomotives, traction engines motors, wagons and rolling stock and as shipping agents and forwarders of goods.
- 3.14 To carry on the business of transporters, transport, transport agents, clearing and forwarding agents, clearing and forwarding contractors, air travel and sea travel agents, chattering and tourist agents, to establish camps, buildings, health farms and conveniences of all kinds for tourists, passengers and holiday makers including hotel and lodging accommodation, guides and reading rooms.
- 3.15 To carry on the business as traders, general merchants, suppliers, wholesalers and retailers, exporters and to buy, sell, hire, let, manufacture, prepare for market, barter trade exchange and generally deal in all types of properties whether movable or immovable, goods, agricultural products, articles and merchandise of all kinds and to transact in any and every description of merchandise, insurance and financial.
- 3.16 To carry on business of bureau de change buying and selling foreign exchange, in cash or Travellers cheques of approved currency by the Central Bank.
- 3.17 To carry on business of consumer and other enterprises financing by extending credit facilities to consumers and to industrial, commercial or agricultural enterprises by discounting mortgages of documents and/or movable and immovable properties.
- 3.18 To engage in the business of an investment institution, mutual funds, mortgage finance company and to carry on business as custodian of money documents and valuables, safety deposits and the like.

HEREBY CERTIFY THAT THIS IS A
TRUE AND CORRECT ORIGINAL


Agent Registrar Companies
Date 25/12/1

- 3.19 To carry on the business of financial agents, to buy and sell by order of and for the account of its customers shares, debentures, debt instruments and all types of security and to make collections, payments and transmission/remittances of money for the accounts of customers.
- 3.20 To carry on the business of managing agents, adviser, consultant or administrator of investment management, advisory or investment accountants and to carry on the business of commercial banking by accepting drafts and issuing letters of credit, bills of exchange and other debt instruments by receiving deposits which are subject to withdraw by cheques, by buying and selling foreign exchange and gold or silver bullion, by lending money against personal property, by acquiring marketable instrument or any person, firm, association or company in the form of government securities or stones, bonds, notes or debentures; and investing in equities of other companies which are engaged primarily in activities allied to banking.
- 3.21 To carry on business of importers, retailers and distributors of kerosene, petrol, motor sprit, mineral oil, crude oil, petroleum, lubricant oil, grease and all other kinds of minerals, petroleum and allied products.
- 3.22 To carry on the business of supplying all types of office equipment, machinery, stationeries, service and repair of all office equipment, assembling and exporting the same; exhibiting, distributing, renting and sales of all office decorations e.g. carpets, curtains, and all material used in offices; to advice and plan office setting and to engage in the business of office, industrial and communication equipment.
- 3.23 To apply for, purchase, or otherwise acquire and protect and renew in any part of the world any patents, patent rights, brevets d'invention, trade marks, designs, licences, concessions, and the like, conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention which may seem capable or being used for any of the purposes of the Company; or acquisition of which may seem calculated directly or indirectly to benefit the company, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired, and to expend money in experimenting upon, testing or improving and such patents, inventions or rights.

HEREBY CERTIFIED THIS IS A
 TRUE AND CORRECT ORIGINAL

.....
 Date 2/11/21

- 3.24 To acquire any such shares, stocks, debentures, debenture stock, scripts, bonds, notes, securities, obligations, funds or loans by original subscription, tender, purchase, participation in syndicates, exchange or otherwise, and to guarantee subscription thereof, and to exercise, and enforce all rights and powers conferred by or incidental to ownership thereof, and to vary and transpose from time to time as may be considered expedient any of the company's investments for the time being.
- 3.25 To acquire and take over the whole or any part of the business, property and liabilities of any Company or person carrying on any business which the Company is authorized to carry on, or possessed of any property or assets suitable for the purpose of the Company.
- 3.26 To carry on all or any of the businesses of consultants in marketing, management and information technology, to carry out research work calculated to advance any business or activity which the company is authorized to carry on, or in any way related to or connected with any such business or activity to institute, promote or undertake any educational work or training which may be thought advantageous to the Company or conducive to the welfare of its employees, to pay or contribute to the expense or such research or education work or training as aforesaid, to employ or engage persons to conduct and carry on the same and subscribe or contribute to the funds or any institutions, society or organisation (commercial or otherwise) which undertakes, promotes, conducts or carries out any such research or educational work or training as aforesaid.
- 3.27 To pay for any property or assets acquired by the Company either in cash, fully or partly paid shares, or by the issue of securities or obligations, or partly in one mode and partly in another and generally on such terms as may be determined.
- 3.28 To lend money and/or guarantee the performance of the contracts or obligations of any Company, firm or person, and the payment and repayment of the capital and principal of, and dividends, interest or premium on, any stock, shares and security of any Company, whether having objects similar to those of the Company or not, and to give all kinds of indemnities, and to make and receive subvention payments.
- 3.29 To borrow or raise or secure the payment of money by bank overdrafts, by mortgage, or by the issue of debentures or debenture stock, perpetual, or otherwise, or in such other manner as the

HERE: CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL

Notary Public
2021

Company's properties or assets, present and future, including its uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

- 3.30 To issue and deposit any securities which the Company has power to issue by way of mortgage or secure any such sum less than the nominal amount of such securities, and also by way of security for the performance of any contract or obligations of the Company or of its customers or of any other company or person having dealings with the Company, or in whose business or undertakings the Company is interested.
- 3.31 To draw, make, accept, endorse, execute and issues, cheques, promissory note, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 3.32 To sell, lease, grant licenses, easements and other rights over or in other manner to deal with or dispose of the undertaking, property and assets of the Company or any part thereof for such consideration as the Company may think fit, and in stock, securities or obligations of any other Company, whether promoted by the Company for the purpose or not.
- 3.33 To receive money on deposit with or without interest thereon.
- 3.34 To establish or promote, or join in the establishment or promotion of, any other Company whose objects shall include the taking over of any of the assets and liabilities of the Company or the promotion of which shall be calculated to advance its interests.
- 3.35 To amalgamate with any other Company, whose objects are or include objects similar to those of the Company.
- 3.36 To distribute any of the Company's properties or assets among the members in specie.
- 3.37 To do all such acts and things as are incidental or conducive to the attainment of the above objects. It is hereby declared that the word "Company" except where used in reference to the Company shall be deemed to include any partnership, or other body of persons whether incorporated or not incorporated and whether not existing or hereinafter to be formed.
- 3.38 It is furthermore expressly declared that the intention is that the objects set forth in each of the foregoing paragraphs of this clause shall be construed in the most liberal way and shall in no way be

HEREBY CERTIFIED THAT THIS IS A
TRUE AND CORRECT ORIGINAL


.....
Date 22/11/21
USA




limited or restricted by reference to any other paragraph or by any inference drawn from the terms of any other paragraph.

4. The liability of the members is limited.
5. The authorised share capital of the Company is Tanzanian Shillings **10,000,000/=** divided into **100** shares of Tanzanian Shillings **100,000/=** each with such rights, privileges and conditions respectively attached thereto as may be from time to time conferred by the regulations of the Company, with power to increase and reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and to attach hereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company

HEREBY CERTIFIED THAT THIS IS A
TRUE COPY OF THE ORIGINAL

.....
Acting Registrar
Date: 27/1/21

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

Name, Address and Description of each Subscriber	Number of shares taken by each Subscriber	Signature of each Subscriber
Mr. Rajesh William P.O. Box 21376 Dar-es-Salaam Tanzania.	80	
Mrs. Abla Hassan P.O. Box 24538 Dar-es-Salaam Tanzania.	10	
Mrs. Fatuma Hashim P.O. Box 21400 Dar-es-Salaam Tanzania.	10	

Dated at Dar es Salaam this 2nd day of March 2004.

Witness to the above:

Signature

Postal address

Qualification


 P.O. Box 70527
 Advocate

HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT ORIGINAL


 Date: 27/01/2004

THE COMPANIES ORDINANCE (CAP. 212)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

IN AND OUT COMPANY LIMITED

1. In these Articles, unless inconsistent with the subject or context:
"The Board" means the Board of Directors for the time being of the Company;

"Dividend" includes bonds;

"Member" means the registered holder of a share or shares in the Company;

"The Ordinance" means the Companies Ordinance (Cap. 212);

"The Seal" means the Common Seal of the Company;

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

Words denoting the singular include the plural and vice-versa and words denoting the masculine gender include the feminine gender.

Stamp Duty Paid: 5000/- of 03-03-04
Receipt No. 2045191 of
Asst Registrar of Companies

THIS IS A
TRUE COPY OF THE ORIGINAL
Asst Registrar of Companies
2/11/04

Word denoting persons include corporations, companies, partnerships, co-operative, societies and the like.

2. The regulations contained in Table A of the First Schedule to the Company Ordinance (Cap. 212) shall not apply to the Company.
3. The Company is a private company and accordingly:-
 - a) the right to transfer share is restricted in a manner hereafter prescribed;
 - b) the members of the Company (exclusive of persons who are in the employment 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 Article, be treated as a single member;
 - c) any invitation to the public to subscribe for any shares or debenture of the Company is prohibited;
 - d) the Company shall not have power to issue share warrants to bearer.

CAPITAL

4. The share capital of the Company at the date of registration of these Articles of Association is Tanzanian Shillings **10,000,000/=** divided into **100** shares of Tanzanian Shillings **100,000** each.
5. Without prejudice to any special rights previously conferred on the holder of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend

HEREBY CERTIFIED THAT THIS IS A
TRUE AND CORRECT ORIGINAL

Notary Public
Date: 20/11/21

and the amount paid thereon, provided that in the case of joint holders, the Company shall not be bound to issue more than one certificate to each of the joint holders and delivery of such certificate to any one of them shall be sufficient delivery to all.

10. If any such certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced as the directors shall required and it may be renewed in case of wearing out or defacement on delivery of the old certificate and in case of destruction or loss on execution of such indemnity.

In case of destruction or loss, the member to whom such renewed certificate is given, shall also bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity.

PROHIBITION OF DEALING IN COMPANY'S SHARES

11. The Company shall not give, whether directly or indirectly or whether by means of a loan guarantee, the provision of security or otherwise financial assistance for the purpose of or in connection with the purchase or subscription made or to be made by any person or for any shares in the Company or in its holding company (if any) nor shall the Company make a loan for any purpose whatsoever on the security of its shares or those of its holding company (if any), but nothing in this Article shall prohibit transactions mentioned in the proviso to Section 46(1) of the Ordinance.

LIEN

12. The Company shall have a first and paramount lien on every share for all money (whether presently payable or not called or payable at

PLEASE VERIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL

Date Registered: 20/2/21
Sd/-

voting, return of capital or otherwise, as the Company may from time to time, by ordinary resolution, determine.

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

ALLOTMENT OF SHARES

7. Subject to the provisions of these Articles the shares shall be at the disposal of the Directors, and they may (subject to the provisions of the Ordinance) 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 Ordinance.

CALLS ON SHARES

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

CERTIFICATES

9. Every person, whose name is entered as a member in the register, shall be entitled, without any payment, to receive within two months after allotment or lodgement of transfer or within such other period as the condition of issue shall provide, a certificate under the seal specifying the shares allotted or transferred to him

PLEASE CHECK THIS IS A
COPY OF THE ORIGINAL
[Signature]
[Stamp]

a fixed time) in respect of that share and the Company's lien, if any, on a share, shall extend to all dividends payable thereon.

TRANSFER OF SHARES

13. All transfer of shares may be effected by transfer in writing in the usual common form, under hand only.
14. The instrument of transfer of a share shall be signed by or on behalf of the transferor and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect thereof.
15. The directors may, in their absolute discretion and without specifying any ground, refuse to register a transfer of any share to any person who, in their opinion, is undesirable in the interests of the Company to admit to membership. No transfer shall be registered if by any reason thereof the number of members would exceed the limit hereinbefore prescribed.
16. The directors may refuse to register any transfer of a share where the Company has a lien on the share.
17. 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.
18. The directors may decline to recognise any instrument of transfer unless the instrument of the transfer is deposited at the office or such other place as the directors may appoint, accompanied by the certificate of the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer.

HEREBY CERTIFY THAT THIS IS A
TRUE AND CORRECT ORIGINAL

Asst. Registrar
Date: 21/11/21

TRANSMISSION OF SHARES

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

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

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

I HEREBY CERTIFY THAT THIS IS A
TRUE AND CORRECT ORIGINAL

.....
Secretary
Date:

22. A person becoming entitled to a share, in consequence of the death or bankruptcy of a member, shall be entitled to receive and may give a good discharge for all dividends and other moneys payable in respect thereof, but shall not be entitled to receive notices of or to attend or vote at meetings of the Company or, save as aforesaid, to any of the rights or privileges of a member until he shall become a member in respect of the share.

FORFEITURE OF SHARES

23. If any member fails to pay the whole or any part of any call on or before the appointed date for the payment thereof, the directors may at any time thereafter during such time as the call remains unpaid or any part thereof, serve a notice on him requiring him to pay such call or such part thereof as remains unpaid together with any accrued interest and any expenses incurred by the Company by reason of such non-payment.
24. The notice shall name another date (being not less than fourteen days from the date of the notice) on or before which such call or any part thereof as aforesaid and all such interest and expenses as aforesaid, are to be paid. It shall also name the place where payment is to be made and shall state that in the event of non-payment, on or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.
25. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may, at any time thereafter, before payment of all calls, interest and expenses due has been made, may be forfeited by a resolution of the directors to that effect.

HERE: CERTIFIED - THIS IS A
TRUE COPY OF THE ORIGINAL
[Signature]
[Date]

26. A forfeiture of shares under the proceeding Article shall include all dividends declared in respect of the forfeited shares not actually paid before the forfeiture.
27. Where any share has been forfeited in accordance with these Articles, notice of the forfeiture, by transmission as the case may be, shall forthwith be given to the holder of the shares or the person entitled to be holder of the shares and an entry of such notice having been given and of the forfeiture with the date thereof shall forthwith be made in the register opposite to the entry of the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
28. Notwithstanding any such forfeiture as aforesaid, the directors may, at any time before the forfeited share has been otherwise disposed of, permit the share so forfeited to be redeemed upon the terms of payment of all calls, interest due upon and expenses incurred in respect of the share and upon any further or other terms they may think fit.
29. Every share which shall be forfeited shall thereupon become the property of the Company and may be either cancelled or sold or re-allocated or otherwise disposed of, either to the person who was before forfeiture or entitled thereto or any other person, upon such terms and in such manner as the Board shall think fit and whether with or without all or any part of the amount previously paid on the shares being credited as paid. The directors may, if necessary and subject to the Provisions of the Act, authorise the transfer of a forfeited share to any other person as aforesaid.
30. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall,

HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL

.....
Act Registrar
Date 20/11/21

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, with interest thereon at such rate equal to the prevailing prime lending rate of the bank, but his liability shall cease if and when the Company receives payment in full of the nominal amount of the shares plus accrued interest thereon.

31. 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 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, through its Secretary, may receive the consideration, if any, given for the above on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share and shall not be bound to see as to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sales or disposal of the share.
32. The provisions of these regulations, as to the forfeiture, shall apply in the case of non-payment for any such share, by the terms of issue of which it becomes payable at a fixed time, whether on account of the amount of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

INCREASE OF CAPITAL

33. The Company may from time to time, by Ordinary Resolution, increase the share capital by sums, to be divided into shares of such amount, as the resolution shall prescribe.

HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL

And Registered
2014

34. The Company, by the resolution increasing the capital, may direct that the new shares or any of them be offered in the instance either at par or at a premium or (subject to the provisions of Section 38 of the Ordinance) at a discount to all the holders for the time being of shares, of any class or classes, in proportion to the number of such shares held by them respectively or may make any other provisions as to the issue of the new shares. In the absence of any such direction or so far as the same shall not provide, the new shares shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons and on such terms as it shall think fit.
35. Unless otherwise stated in the terms of the issue, the new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise, as the original share capital.

ALTERATION OF CAPITAL

36. The Company may by Ordinary Resolution:
- a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - b) Sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association, subject, nevertheless, to the provisions of Section 51 (1) (d) of the Ordinance
 - c) Cancel any shares, which at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its capital by the amount of shares so cancelled.

HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL

Asst Registrar
Date: 20/12/21

37. The Company may, subject to the Ordinance, by Special Resolution, reduce its share capital and any capital redemption fund in any manner as deemed necessary.

BORROWING POWERS

38. 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 a security for any debt, liability or obligation of the Company or of any third party.

GENERAL MEETINGS

39. Subject to the provision of Section 112 of the Ordinance, General Meetings shall be held at least once in every calendar year at such time not being more than fifteen months after the holding of the last preceding General Meeting and at such place as may be determined by the Board. Such General Meetings shall be called "Ordinary General Meetings" and all other meetings of the Company shall be called "Extraordinary General Meetings".
40. The directors may, whenever they think fit, convene an Extraordinary General Meeting and they shall, on the request in writing of the holders of not less than one-tenth of the issued capital of the Company, upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary General Meeting and the provisions of Section 114 of the Ordinance shall apply.

NOTICE OF GENERAL MEETINGS

41. Subject to the provisions of Section 113 and 117 of the Ordinance, twenty one days' notice at the least, inclusive of the day for which

the notice is given, specifying the place, the day and the hour of the meeting and in case of special business, specifying the nature of the business, shall be given to such persons, as are entitled, under the regulations of the Company, to receive notice from the Company, PROVIDED that with the consent of all the members entitled to receive notice of some particular meeting obtained in writing, such meeting may be convened by such shorter notice and in such manner as those members may think fit.

42. The non-receipt of a notice of a meeting by any member, shall not invalidate the proceedings at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

43. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also all business that is transacted at an Ordinary General Meeting, with the exception of the declaration and sanctioning of a dividend, the consideration of the accounts, balance sheet and the ordinary report of the directors and auditors, the election of directors and other officers in the place of those retiring by rotation and the appointment and fixing of the remuneration of the Auditors.
44. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided two members personally present shall be a quorum. For the purpose of this Article, being a member shall be deemed to be personally present or represented by proxy.
45. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, otherwise than pursuant to Article 40,

HEREBY CERTIFIED THAT THIS IS A
TRUE AND CORRECT COPY OF THE ORIGINAL

.....
Asst Registrar
Date 22.01.20.....

shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week, at the same time and place and if at the adjournment meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum. It shall not be necessary to give notice of any such adjourned meetings.

46. The Chairman, if any, of the Board of Directors, shall preside as Chairman at every General Meeting of the Company. If there is no such Chairman or if at any meeting he is not present within fifteen minutes after the time appointed for the meeting or is unwilling to act as Chairman, the directors present shall choose one of their numbers to act or if one Director only be present he shall preside as Chairman. If no Director were present or if all directors present decline to take the chair, the members present shall choose one of their numbers to be Chairman.
47. 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 which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
48. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is demanded, before or on a declaration of result of the show of hands, by a member present in person or by proxy and entitled to vote and

HEREBY CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF THE ORIGINAL
27/01/21

unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost and an entry to that effect in the proceedings of the Company shall be conclusive proportion of the votes recorded in favour of or against such resolution.

49. 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. A demand for a poll may be withdrawn at any time before the next business is proceeded with.
50. In the 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 be entitled to a second or casting vote.
51. 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 meetings directs, not being more than fourteen days from the date of the meeting.
52. A demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

53. On a show of hands, every member present in person shall have one vote and for this purpose a person who is present as the representative of a corporation shall be treated as if he was a member present in person and on a poll every member present in

HERE: CERTIFIED THIS IS A
ORIGINAL
Date: 20/11/2024
Signature: [Handwritten Signature]

person or by proxy shall have one vote for each share of which he is the holder.

54. No member shall be entitled to be present or to vote at any General Meeting, either personally or by proxy or as a proxy for another member or to exercise any privilege as a member, unless all calls or other sums presently payable by him in respect of shares in the Company have been paid, whether such shares are held by him alone or jointly with any other person or persons.
55. 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 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.
56. On a poll, votes may be given either personally or by proxy.
57. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing or if the appointer is a corporation either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company. The instrument should thereafter be annexed to the minutes of the meeting as evidence of the proxy.
58. Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such person or persons as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of members of the Company and the persons so authorised shall be entitled to exercise the same powers on behalf of the corporation which they

HEREBY CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF THE ORIGINAL
As per Registrar
Date: 21/11/21

sustained or incurred by him in the conduct of the Company's business or in the discharge of his duties.

ARBITRATION



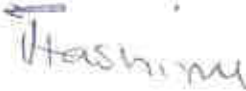
101. If and whenever any dispute or difference shall arise between the company and any of the members or their respective representatives touching upon the construction or meaning of any of the Articles herein contained or any act matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising hereunder or arising out of the relations 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 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 days the procedure laid down in the Arbitration Ordinance (Cap. 15) or any then existing statutory modifications or re-enactments thereof shall apply.

WINDING UP

102. 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 members 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.

I HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL
Asst. Registrar of Companies
Date: 27/11/21

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

Name, Address and Description of each Subscriber	Number of shares taken by each Subscriber	Signature of each Subscriber
Mr. Rajesh William P.O. Box 21376 Dar-es-Salaam Tanzania.	80	
Mrs. Abla Hassan P.O. Box 24538 Dar-es-Salaam Tanzania.	10	
Mrs. Fatuma Hashim P.O. Box 21400 Dar-es-Salaam Tanzania.	10	

Dated at Dar es Salaam this 2nd day of March 2004.

Witness to the above:

Signature

Postal address

Qualification

Fatima Hashim
P.O. Box 70527 Dar es Salaam
Advocate



I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL

Asst. P... of Company's
 Date 27/3/2004