

**THE COMPANIES ACT 2002**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**OF**

**DF METAL MINING LIMITED**

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

**DRAWN BY**

**AUGUSTINO EDWIN NDOMBA  
(ADVOCATE/COMMISSIONER FOR OATHS)  
P.o.box. 2390  
Mobile; +255-717-03-11-34  
Dar es salaam**

**THE COMPANIES ACT 2002.**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**DF METAL MINING LIMITED**

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1. The name of the company is **DF METAL MINING LIMITED**
2. The registered office of the Company will be situated in the United Republic of Tanzania.
3. The objects for which the company is established are:
  - (a) To conduct mining business under or upon the lands and properties to be acquired by the Company or owned by a third party, and to crush, wash, smelt, reduce, or otherwise treat and render marketable and sell minerals, gemstones, and precious metals.
  - (b) To conduct a business of minerals and gems stones which includes but is not limited to Gold, from exploration through mining processing to marketing and selling.
  - (c) To excavate and extract and submit to any refinement process or manufacture, to prepare for market, and to generally carry on the business of prospecting, mining, smelting, and refining.
  - (d) To explore, survey, prospect, search for, develop, turn to account, work, refine, and deal in minerals, ores, stones and other natural resources of all kinds, to drill for, extract, gain, pump, analyses, refine, treat, store, transport, buy, sell, and otherwise deal in the same or any of them and any products or substances produced or derived therefrom.
  - (e) To mine, quarry, search for, get, work, dress, shape, polish, crush, refine, smelt, screen, prepare for market, buy, sell, deal in or use all minerals, ores, stones, and all other natural resources and all derivatives therefrom of all kinds and to sell and distribute the same as retailers, wholesalers, agents, exporters, importers, joint ventures, transporters and carriers and to employ and pay mining exploration and development experts, agents

and other persons, partnerships, companies or corporations and to organize equipment, dispatch expeditions for prospecting, exploring, reporting, surveying, working and developing all such products, lands, farms, districts, territories, and properties whether the same are the property of the Company or over which the Company has rights or otherwise.

- (f) To carry on in the United Republic of Tanzania or elsewhere the business of processing all kinds of minerals and adding value to all kind of precious stones and metals.
- (g) To carry on business as supporters of mining activities especially for leasing mining equipment's.
- (h) To carry on any business or trade whatsoever which may in the opinion of the Board of Directors of the company be advantageously or conveniently carried on by the company by way of extension or in connection with its business or is calculated directly to develop any branch of the company's business or to increase the value of or turn to account any of the company's asset(s), property or right(s).

4. The liability of the members is Limited.

5. The capital of the company is Tanzanian Shillings One Hundred Million only (TZS. 100,000,000/= divided into One Hundred (100) shares each valued Tanzanian Shillings One million (TZS. 1,000,000/=). The Company shall have powers to increase or reduce its capital or to consolidate or subdivide shares into shares of the larger or smaller amount and to issue all or any part of the said capital and to attach thereto respectively such preferential, differed or special rights, privileges, or conditions as may be determined by or in accordance with the Articles of the Company.

We, the persons whose names and addresses are subscribed are desirous of being formed into a private company in pursuance of the Memorandum of Association and we respectively agree to take the number of shares in the capital of the company set opposite of respective names. The shares in the original or any increased capital may be divided into several classes and there may be attached thereto.

| NO. | NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS  | NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER | SIGNATURE |
|-----|--|---|-----------|
| 1.  | XIAOWEI LI<br>98 YATANG ROAD, WU CHENG DISTRICT<br>JINHUA<br>ZHEJIANG PROVINCE<br>CHINA  | 75  | 李伟        |
| 2.  | UMMY JOHN MASERI<br>MBUYUNI STREET<br>KINYEREZI WARD<br>HOUSE NUMBER,4, BLOCK 'B', PLOT NO.4<br>P.O.BOX 18056, ILALA MUNICIPALITY<br>DAR ES SALAAM, TANZANIA | 25  | LWS       |

DATED at Dar es Salaam this 28 Day of AUGUST 2024

WITNESS to the above Signature:

Name: AUGUSTINO EDWIN NDOMBA

Signature: .....

*Augustino Edwin Ndomba*

Address: P.O. BOX 79987 DAR ES SALAAM



Qualification: COMMISSIONER FOR OATH

**THE COMPANIES ACT 2002.**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**DF METAL MINING LIMITED**

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1. In these regulations;

“The Act” means the Companies Act 2002 of the Laws of Tanzania.

2. When any provision of the Act is referred to the reference is that provision is modified by any law for the time being.

Unless the context otherwise the expression defined in the Act or any statutory modification thereof in force at the date which these regulations become binding on the Company shall have the meaning so defined.

3. The regulations of Table “A” in the first schedule to the act (as hereinafter) defined shall not apply to the company, except so far as they are reported or contained in these articles.

**PRELIMINARY**

4. The Regulations contained in Table “A” (hereinafter called Table “A”) in the first schedule to the companies act (hereinafter called the act) shall apply to the company save in so far as they are excluded or varied hereby in which case the following shall be the regulations of the company in lieu of the corresponding Articles in Table “A”.

5. In these Articles, unless the context otherwise requires: “Tanzania” means the United Republic of Tanzania; “the act” means the Companies act (2002); ‘the statutes” means the act and any other legislation for the time being in force and affecting the company; “the Articles” means the articles of association as originally framed or as altered from time to time by special resolutions; “the secretary’ means the secretary of the company and any person appointed to perform the duties of secretary; “the office” means the registered office for the time being of the company; “the seal” means the common seal of the company.

6. The singular includes the plural and vice versa. Expressions referring to writing shall, unless the contrary intention appears, be construed as including

references to printing, lithography and other modes of representing or reproducing words in visible form. Unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the act or any statutory modification thereof in force at the date on which these articles become binding upon the company

7. The company shall be a Private Company, and accordingly the following provisions shall have effect:

- (a) The company shall not offer any of its shares or debentures to the public for subscription.
- (b) The number of the members of the company (not including persons who are in the employment of the company and persons who, having been formerly in the employment and have continued after the determination of that at any time exceed fifty.
- (c) The right to transfer shares in the company shall be restricted in the manner hereinafter provided.
- (d) The company shall not have the power to issue share warrants to bearer.
- (e) The company shall be entitled to treat the person whose name appears upon the Register of Members in respect of any shares as the absolute owner thereof, and shall not be under any obligation to recognize any trust or equity or equitable claim to or partial interest in such share, whether or not it shall have express or other notice thereof.
- (f) Every person whose name is entered as a member in the register of members, shall without payment, be entitled to one certificate under the common seal of the company specifying the share or shares held by him and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the company shall not be bound to issue more than one certificate.
- (g) If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding one thousand shillings and on such terms if any as to evidence and indemnity as the directors think fit.

## **8. SHARE CAPITAL AND SHARES.**

- (a) The original share capital of the company is Tanzanian Shillings One Hundred Million only (TZS. 100,000,000/= divided into One Hundred (100) shares each valued at Tanzania Shillings One Million (TZS. 1,000,000/=).
- (b) If by the terms of the issue of any shares or otherwise any amount is payable in respect of any shares by installments at fixed times, every such installment shall be payable as if it were a call duly made by the directors of which due notice had been given.
- (c) When any share shall have been forfeited an entry shall forthwith be made in the Register of Members of the company taking the forfeiture and the date thereof and, so soon as the share so forfeited shall have been disposed of, and entry shall also be made of the manner and date of the disposal thereof.
- (d) The lien conferred by Clause 7 of Table "A" shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the company, whether he/she shall be the sole registered holder thereof or shall be one of two or more joint holders.
- (e) An entry in the minute book of the company of the forfeiture of any shares or that any shares have been sold to satisfy a lien of the company, shall be sufficient evidence as against all persons entitled to such shares that the shares were properly forfeited or sold, and such entry, and the receipt of the company for the price of such shares, shall constitute a good title to such shares and the name of the purchaser shall be entered in the register certificate of title to the shares, and shall not be bound to see to the application of the purchase money. The remedy (if any) of any former holder of such shares or of any person claiming under or through him shall be against the company and in damages only.

## **9. TRANSFER OF SHARES**

- (a) Subject to the provisions hereinafter contained, shares in the company shall be transferable by written instrument, in the common form hereunder, provided it is signed by both the transferor and the transferee, and the

transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.

*I,....., of .....in consideration of the sum of ..... paid to me by ..... of ..... (hereinafter called "the transferee") do hereby transfer to the said transferee the share (or shares) number ..... in the undertaking called ....., to hold unto the said transferee, subject to the several conditions on which I hold the share (or shares) subject to the conditions aforesaid. As witness our hands this.....day of ..... 20...*

*Witness to the above signature of .....*

- (b) The directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares except a transfer to an existing member or a transfer made pursuant to Article 13 hereof.
- (c) Any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband of such member, or to trustees of a settlement of a deceased member may be transferred by his personal representatives to any child or other issue, son-in-law, daughter-in-law, father mother, brother, sister, nephew, niece, widow or widower or such deceased member, and shares standing in the names of the trustees of any such settlement or of such settlement or will.
- (d) Subject to Article 9 thereof, every member or other person who intends to transfer shares (hereinafter called "the Vendor") shall give notice in writing to the Board of Directors his intention, and such notice shall constitute the Board of Directors his agent for the same of the said shares in one or more lots at the discretion of the Board of Directors to members of the company at a price to be agreed upon by the vendor and the Board of Directors, or in case of difference at the price which the Auditor for the time being of the company shall certify by writing under his hand, to

be in his opinion the fair selling value thereof as between a willing vendor and a willing purchaser. Such certificate shall be final and binding on all parties concerned and the Auditor shall be deemed to be acting as an expert and not an arbitrator.

- (e) Upon the price being fixed as aforesaid, the Board of Directors shall forthwith give notice to all the members of the company of the number and price of the shares to be sold and invite each of them to state in writing within thirty days (inclusive of Sundays and gazetted holidays) from the date of the said notice whether he is willing to purchase any and if so what maximum number of the said shares.
- (f) At the expiration of the thirty days aforesaid, the Board of 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 prorata 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. Upon such allocation being made the vendor shall be bound on payment of the said price to transfer the shares to the purchaser or purchasers, and if he makes default in so doing, the Board of Directors may receive and give a good charge for the purchase money on behalf of the vendor and enter the name of the purchaser in the Register of Members as holder by transfer of the said shares purchased by him.
- (g) In the event of any of the said shares remaining unsold the vendor may, subject to Article 11 thereof, at any time within sixty days after the expiration of the said thirty days, transfer the shares not sold to any person at a price not lower than the price at which such shares were offered to the Board of Director

#### **10. GENERAL MEETINGS.**

Twenty-one days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of the meeting and, in case of special business, the general nature of that business 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 notice from the company; but with the consent of all the members entitled to receive notice of a particular meeting, that meeting may be convened by shorter notice and in such manner as those members may think fit.

#### **11. PROCEEDINGS AT GENERAL MEETINGS.**

- (a) No business shall be transacted at any General Meeting except the declaration of dividends or the adjournment of the meeting unless a quorum of members is present at the time the meeting proceeds to business, and such quorum consist of not less than two thirds of members present in person or by proxy.
- (b) A member may vote either personally or by proxy both on a show of hands and on a poll.
- (c) A poll may be demanded by any one-member present in person or by proxy and entitled to vote, and Clause 50 of Table "A" shall be amended accordingly.
- (d) The words "or not carried by a particular majority" shall be inserted after the words "or lost" in Clause 50 of Table "A".

#### **12. DIRECTORS**

- (a) The number of directors shall not be less than two or more than seven.
- (b) The first directors of the Company shall be:
  - (i) XIAOWEI LI
  - (ii) UMMY JOHN MASERI
- (c) A director shall not require any share qualification.
- (d) The quorum of directors for transacting business shall, unless otherwise fixed by the directors, be two.
- (e) The directors shall be paid out of the funds of "the company", by way or remuneration for their services, such sum as the company in General Meeting may from time to time determine, and in default of such determination within the year equally. The directors shall also be paid all reasonable traveling, hotels and other expenses incurred by them in connection with attending and returning from board meetings; or meetings

of committees of the directors, or General Meetings, or which they may otherwise incur in or about the business of the company.

- (f) If any director, being willing, shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the company, the company may remunerate such director as may be determined by the directors, and such remuneration may be either in addition to or in substitution for his/her shares in the remuneration above provided, and the company may also refund to such director all reasonable expenses incurred by him/her in connection with such services or exertions.
- (g) A director may hold any other office under the company, except that of Auditor, for such period and on such terms as to remuneration and otherwise as the directors may determine.
- (h) No director or other officer of the company (except an Auditor) shall be disqualified by his/her office from contracting with the company, either directly or indirectly, as vendor, purchaser, lender, borrower, lessor, or lessees or otherwise in any manner whatsoever, nor shall any such contract or any contract or arrangement entered into by or on behalf of the company in which any director shall be in any way interested in profit realized by any such contract or arrangement by reason of such director holding that office or of the fiduciary relation thereby established; but the nature of his/her interest therein must be disclosed by him/her at the meeting of the directors at which the contract or arrangement is determined on, if his/her interest then exists, or in any other case at the first meeting of the directors after the acquisition of his/her interest, provided always that general notice given to the Board of Directors by a director to the effect that he/she is a member of a specified company or firm or act for the company or firm in a specified capacity and is to be regarded as interested in any contract which may, after the date of the notice, be made with that company or firm or with himself/herself in such specified capacity shall be deemed to be a sufficient declaration of interest in relation to any contract so made. No director shall, as a

director, be disabled from writing in respect of any contract or arrangement in which he/she is interested as aforesaid, provided his/her interest is so disclosed to his/her co-directors.

### **13. DISQUALIFICATION OF DIRECTOR**

The office of a director shall be vacated:

- (a) If he/she becomes bankrupt or insolvent or compounds with his creditors.
- (b) If he/she becomes of unsound mind or be found a lunatic
- (c) If he/she becomes, in the opinion of the Board of Directors, permanently incapacitated through illness from fulfilling his/her duties as a director.
- (d) If he/she is convicted of any crime and the Board of Directors resolves that by reason thereof he/she shall vacate office.
- (e) If without the consent of the Board of Directors he/she becomes a director, agent or employee of any other concern or company, which in the opinion of the Board of Directors is in competition with this company, and the Board of Directors resolves that by reason thereof he/she shall vacate office.
- (f) If he/she is called upon to vacate office (i) in ordinary resolution of the company or (ii) in writing by members holding a 2/3 majority of the issued share capital of the company.
- (g) If he/she becomes prohibited from being a director by reason of any order made under the provisions of the Act.
- (h) If he/she gives the secretary notice in writing that he/she resigns his/her office.
- (i) But any act done in good faith by a director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served prior to the doing of such act, or an entry shall have been made in the director's minute book stating that such a director has ceased to be a director of the company.

### **14. REMOVAL OF DIRECTOR**

The members of the Company may by ordinary resolution remove a Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the company and such Director.

## **15. ALTERNATE DIRECTORS**

- (a) ANY Director may from time to time and at any time appoint any person who is approved by the majority of the Directors to be an alternate Director of the company to act in his/her place and any such alternate director may be removed from office at any time by the appointer or by a majority of the other Directors. An Alternate Director so appointed shall not be entitled to receive any remuneration from the company in respect of such appointment.
- (b) Every such Alternate Director shall be entitled to receive notice of all meetings of the Directors and to attend and vote as a Director at any such meeting at which the Director appointing him/her is not personally present, and generally to perform all the functions of his/her appointer as a Director. He/she shall have a vote on behalf of the Director appointing him/her.
- (c) An Alternate Director shall ipso facto cease to be an Alternate Director if his/her appointer ceases for any reason to be a Director provided that if any Director retires by rotation but is re-elected by meeting of which such retirement takes effect, any appointment made by him/her pursuant to this Article which was in force immediately prior to his/her retirement shall continue to operate his/her re-election as if he/she had not so retired. All appointments and removals of alternate Directors shall be effected by notice in writing left at the registered office.

## **16. BORROWING POWERS**

The Director may exercise all the powers of the company for the purpose of the company's business to borrow such sum or sums of money as they think fit and they may secure the repayment of or raise any such sum or sums aforesaid by mortgage or charge upon the whole or any part of the property and assets of the company thereof present and future, including its uncalled or unissued capital or by the issue; either charged upon the whole or any part of the property and assets of the company, or not charged and to issue debentures, stock, and other securities whether outright or as security for any debts, liability or obligations of the company or in such other way as the Directors may think expedient.

## **17. CHAIRPERSON AND MANAGING DIRECTOR**

- (a) The Directors may from time to time appoint one or more of their body to be the Chairperson or a Managing Director, Managing Directors, Manager or Managers of the Company, and may fix his or their remuneration either by way of salary or commission or by conferring a right to participation in the profits of the company or by a combination of two or more of those modes, and may provide as a term of his/her appointment that there be paid to him/her, his/her widow or other dependants, a pension or gratuity on retirement or death. Any such remuneration shall be in substitution or in addition to any remuneration to which he/she may be entitled as a Director of the Company.
- (b) The Chairperson and every Managing Director or Manager shall, subject to the provisions of any contract between himself/herself and the company with regard to his/her employment as such Chairperson, managing Director or Manager, be liable to be dismissed or removed by the Board of Directors, and another may be appointed in his/her place.
- (c) The Chairperson or a Managing Director or manager shall be subject to the same provision as regards resignation, removal, and disqualification as the other Directors, and if he/she ceases to hold the office of Director from any cause he/she shall ipso facto cease to be the Chairperson or a Managing Director or Manager.
- (d) The Directors may from time to time entrust to and confer upon the Chairperson or Managing Director or any other Director, being also an employee of the Company, all or any of the powers of the Directors (excepting the power to make calls, forfeit shares, borrow money, or issue debentures, debenture stock and other securities) that they may think fit. But the exercise of all such powers by the Chairperson, Managing Director or any other Director as aforesaid shall be subject to such regulations as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varies.

## **18. RESOLUTION OF DIRECTORS**

- (a) A resolution in writing signed by all the Directors present in Tanzania shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.
- (b) The Dividends, interest and bonuses and any other benefits, advantages, and receipts in the nature of income receivable whether in respect of the company's investments or otherwise, and any commissions, trusteeship, agency, transfer and other fees and receipts of the company shall, subject to the 3/8 payment there out of the expenses of management, interest on borrowed money and other expenses, which in the opinion of the Directors are of a revenue nature, constitute the profits of the company available for dividends and may be disposed as detailed in Clause 37.
- (c) The Directors may, before recommending any dividend, set aside, out of the profits of the Company, such sum as they think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for special dividends, or for repairing, improving and maintaining any of the property of the company, and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the company; and may invest the several sums so set aside in such investments (other than shares of the company) as they may think fit, and from time to time deal with any such investments and dispose of all or any part thereof for the benefit of the company, and may divide the reserve fund into such special funds as they think fit and employ the reserve fund or any part thereof in the business of the company, and that without being bound to keep the same separate from the other assets. Clause 93 of Table "A" shall be modified accordingly.
- (d) A General Meeting declaring a dividend or bonus may by a subsequent resolution authorize the Directors to apply the same or any part thereof in paying pro tanto the capital uncalled or the amount of any call or calls made and unpaid or any shares in respect of which the dividend is declared, and the Directors may, given effect to such resolution accordingly, but any member whose shares are fully paid up shall be entitled to be paid his proportion of the dividend in cash.

- (c) Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets, and in particular of paid-up shares, debentures or debenture stock of the company, or paid up shares, debentures or debenture stock of any other company, or in any one or more of such ways.

#### **19. CAPITALIZATION OF RESERVES**

- (a) Any General Meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the company standing to the credit of the reserve fund or in the hands of the company and available for dividend or representing premiums received on the issue of shares and standing to the credit of the share premium account, be capitalized and distributed amongst such as the dividend, and in the same proportions on the footing that they become entitled thereto as capital, and that all or any part of such capitalized fund be applied on behalf of such shareholders in paying full, either at par or at such premium as the resolution may provide, any unissued shares or debentures or debenture stock of the company which shall be distributed accordingly, or in or towards payment of the uncalled liability on the issued shares or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized sum.
- (b) For the purpose of giving effect to any resolution under the two last preceding Articles, the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than shillings 20/= may be disregarded in order to adjust the rights of all parties, and may rest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors. Where requisite, a proper contract shall be filled in accordance with provisions of the act and the Directors may appoint any person to sign

such contract on behalf of the persons entitled to the dividend or capitalized fund and any such appointment shall be effective.

#### **20. NOTICES**

- (a) Any notice or document may be served by the company or any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the Register of members and such prepaid letter shall in the case of a member whose registered address is not within Tanzania be sent by air mail.
- (b) Any notice or other documents, if served by ordinary mail, shall be deemed to have been served at the time when the letter containing the same is posted and any notice or other document if served by air mail shall be deemed to have been served seventy-two hours after the letter containing the same is posted and in provision such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed, stamped and posted. Clause 105 of Table "A" shall not apply to the company.

#### **21. SECRETARY**

- (a) 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 may be removed by them.
- (b) 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 or to the same person acting both as director and as, or in place of, the secretary.

#### **22. THE SEAL**

The seal shall only be used by the authority of the directors or of a committee of the directors authorized by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

#### **23. WINDING UP**

- (a) If the company shall be wound-up the assets remaining after payment of the debts and liabilities of the company and the costs of the liquidation shall be applied, first in repaying to the members the amounts paid up or credited as paid up on the shares held by them respectively, and the balance (if any) shall be distributed among the members in proportion to the number of shares held by the them respectively. Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.
- (b) In a winding-up any part of the assets of the Company including any shares in or securities of other Companies, may with the sanction of a special resolution of the Company be divided among the members of the company in specie or may be vested in Trustees for the benefit of such member, and the liquidation of the Company may be closed, and the Company dissolved but so that no members shall be compelled to accept any shares whereon there is any liability.

#### **24. INDEMNITY**

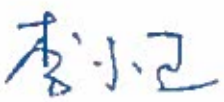
Every Director, managing Director, Agent, Auditor, Secretary and other officers for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings whether civil or criminal, in which judgment is given in his favour; or in which he/she is acquitted, or in connection with any application to the court by him under any provision of any claim made or to be made upon him in respect of any claim made or to be made upon him in respect of any negligence default, breach of duty or breach of trust, in which such relief is granted to him by the court.

#### **25. ARBITRATION**

Whenever there shall be an equality of votes amongst members or Directors or whenever any difference shall arise between the company and the Directors on one hand or between any members or their representatives on the other hand or between any members or of members with regard to the construction of these presents, or with regard to anything done, executed, omitted or suffered in pursuance of these presents or the companies act or with regard to any breach or

alleged breach of these presents, or any claim on account of any such breach or alleged breach, or otherwise relating to these presents or to any of the affairs of the company, every such difference of opinion shall be referred to the decision of two arbitrators, one to be appointed by each of the parties in difference and such reference, shall be subject to all the provisions of the Arbitration act for the time being in force in the United Republic of Tanzania.

Subject to the provision of the act 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 this article and be subject in like manner to alteration by special resolution.

| NO. | NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS  | NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER | SIGNATURE   |
|-----|--|---|---|
| 1.  | XIAOWEI LI<br>98 YATANG ROAD, WU CHENG DISTRICT<br>JINHUA<br>ZHEJIANG PROVINCE<br>CHINA  | 75  |  |
| 2.  | UMMY JOHN MASERI<br>MBUYUNI STREET<br>KINYEREZI WARD<br>HOUSE NUMBER,4, BLOCK 'B', PLOT NO.4<br>P.O.BOX 18056, ILALA MUNICIPALITY<br>DAR ES SALAAM, TANZANIA | 25  | LWS   |

DATED at Dar es Salaam this 28 Day of AUGUST 2024

WITNESS to the above Signature:

Name: AUGUSTINO EDWIN NDOMBA

Signature: 

Address: P.O. Box 79987 Dar es Salaam

Qualification: COMMISSIONER FOR OATH

