
THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

OF

SWIFTAFRICA LOGISTICS LIMITED

Incorporated thisday of 2023



Drawn by:
FELICIAN MARTIN [ADVOCATE]
P.O.BOX 71009
DAR ES SALAAM
TANZANIA

THE COMPANIES ACT (Cap. 212)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

SWIFTAFRICA LOGISTICS LIMITED



1. The name of the Company is **SWIFTAFRICA LOGISTICS LIMITED**
2. The registered office of the company will be situated in Tanzania
3. The Objective for which the company is established is to carry on business as a general commercial company, with the activities, namely:-
 - i. **Logistics Objectives:**
 - a) **Streamlined Supply Chain:** Enhance the efficiency of the supply chain by optimizing transportation routes, minimizing lead times, and reducing operational costs.
 - b) **Inventory Management:** Implement robust inventory management systems to ensure optimal stock levels, minimize excess inventory, and prevent stockouts.
 - c) **Operational Excellence:** Achieve operational excellence through seamless coordination among production, processing, and transportation, resulting in timely deliveries and reduced wastage.
 - d) **Global Export Reach:** Expand the export network by establishing strategic partnerships with international distributors and agents, enabling the company's products to reach new markets.
 - e) **Advanced Tracking and Monitoring:** Implement state-of-the-art tracking and monitoring systems to provide real-time visibility of product movement, ensuring transparency and improving customer satisfaction.
 - f) **Regulatory Compliance:** Ensure compliance with international trade regulations and customs requirements to facilitate smooth cross-border movement of goods.
 - g) **Sustainability Focus:** Integrate sustainable practices into logistics operations, such as adopting eco-friendly packaging and transportation solutions to reduce the company's carbon footprint.
 - ii. **Construction Objectives:**
 - a) **Timely Project Delivery:** Execute construction projects with a strong emphasis on meeting deadlines, ensuring that projects are completed on time and within budget.

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- b) **Quality Assurance:** Implement rigorous quality control processes to deliver construction projects that meet or exceed industry standards, enhancing the company's reputation for excellence.
 - c) **Innovation in Design:** Incorporate innovative and sustainable design concepts into construction projects, showcasing the company's commitment to modern and environmentally conscious practices.
 - d) **Safety Priority:** Establish a culture of safety by enforcing strict safety protocols, providing regular training, and maintaining a hazard-free work environment for all construction activities.
 - e) **Client Satisfaction:** Prioritize client needs and preferences by maintaining clear communication throughout the construction process, fostering positive relationships and repeat business.
 - f) **Resource Efficiency:** Optimize the utilization of resources, including materials and labor, to reduce waste and operational costs while maintaining high-quality construction outcomes.
- iii. **General Supplies Objectives:**
- a) **Reliable Supplier Network:** Build and nurture strong relationships with reliable suppliers to ensure a steady and diverse supply of quality materials and products.
 - b) **Cost Management:** Implement cost-effective procurement strategies to source materials and supplies at competitive prices, thereby contributing to overall cost savings.
 - c) **Product Quality:** Maintain a strict focus on procuring high-quality materials and supplies to uphold the standard of excellence in the company's products and services.
 - d) **Supplier Diversity:** Encourage diversity in the supplier base by seeking partnerships with minority-owned, women-owned, and small businesses, promoting inclusivity.
 - e) **Inventory Optimization:** Implement inventory management techniques to prevent overstocking or stockouts, ensuring the availability of supplies when needed while minimizing excess inventory costs.
 - f) **Continuous Improvement:** Regularly assess and improve the efficiency of the procurement process to streamline operations, reduce lead times, and enhance overall supply chain performance.

AND IT IS HEREBY DECLARED that the word "Company" in this clause except where used in reference to this company shall persons whether incorporated or not incorporated, whether domicile in Tanzania or elsewhere and that the objects set forth in any sub-clause of this clause, shall not be restrictively construed the widest interpretation shall be given

- there to and they shall not extent when the context expressly so required be in any way, limited to or restricted by reference to/or inference from any others objects or object set forth in such clause or from the sub-clause or the object or objects therein specified, or the powers thereby conferred shall be deemed subsidiary auxiliary for the objects or powers mentioned in any other sub-clause, but the company shall have full power to exercise in any one or more of the said sub-clauses.
4. The Liability of the members is Limited.
 5. The share capital of the company is Tanzania shillings one hundred fifty million (150,000,000/=), divided into thirty Thousand (30,000) Ordinary shares of Tanzania shillings five Thousand (5,000/=) each and the company shall have power to increase its capital and to divide the shares in its capital for the time being into several classes of stock or shares and to attach thereto respectively such preferential, deferred or in accordance with the Articles of Association of the company.

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

	Name, Address and Description of Subscriber	Number of Shares taken	Signature
1.	NELSON ALFRED RWIHULA P. O. BOX 71009, DAR ES SALAAM. Email: nelson.rwihula.nr@gmail.com	28,500	
2.	PATROBA VICTOR MHINA, P. O. BOX 71009, DAR ES SALAAM. Email: patitahilson@gmail.com	1,500	

Dated at Dar es Salaam this 14th day of AUGUST year 2023

Witness to the above signature:

Name: MARTIN RODRIGUEZ FELICIAN

Signature: 

Postal Address: 99139 DPM

Qualifications: ADVOCATE



THE COMPANIES ACT (Cap. 212)
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
SWIFTAFRICA LOGISTICS LIMITED

PRELIMINARY

1. In these regulations:

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

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

Unless the context otherwise requires, the expressions defined in the Act or any statutory modification thereof in the 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 importing persons shall include bodies corporate, partnership, firms, cooperatives, societies, etc.*

The regulations Companies Act shall not 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 this regulation the former shall prevail, and in addition to substitution shall be the regulations of the company.

PRIVATE COMPANY

2. The Company is a Private Company and accordingly:
 - a. The right to transfer shares is restricted in manner hereinafter prescribed.

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- b. The number of members of the company (exclusive of persons who are in the employment of the Company and of persons who have been formerly in the employment of the company while in such employment to be the member of the company) is limited 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 member.
 - c. Any invitation to the public to subscribe for any shares or debentures of Company is prohibited.
 - d. The Company shall not have power to issue share warrants to bearer.

TRANSFER OF SHARES

3. The Directors may in their discretion and without assigning any reason thereof refuse to register the transfer of any share to any person who it shall in their opinion be undesirable for any reason whatsoever to admit to membership.
4. Subject to Clauses 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 of any person selected by the Directors as one who it is desirable in the interest of the Company to admit to membership.
 - b. Every shareholder or trustee in bankruptcy, or any person who 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 or Directors of the Company as his agent for the sale of the said shares to any member or members of the company at the price to be agreed upon between the party giving such notice the party 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 as 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 share inviting the person to whom notice is sent to state within 21 days from the date of such notice whether he is willing to purchase any, if so what maximum number of such shares. At the expiration of such days 21 notice the board shall apportion such (if more than one) who shall have shares amongst the shareholders expressed their desire to purchase number of shares already held

by them respectively, or if there be only one such shareholder, that the whole of such shares shall be sold to him, provided no shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice.

- d. 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 single shareholder who shall have agreed to purchase the same.

GENERAL MEETINGS

NOTICE OF GENERAL MEETING AND PROCEEDINGS AT GENERAL MEETING

5. The regulation of Table 'A' in the First Schedule to the Companies Act (hereinafter called Table 'A' shall apply to this Company as its Articles of Association. Article 39 to 53 of 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 personal or by proxy shall form quorum.
 - c. Any ordinary resolution of the Company determined without any general meeting and evidence by writing under the hands of majority of the Directors and of the members of the Company holding three-fourths of the issue share of the Company shall be valid and effectual as an ordinary resolution duly passed at a general meeting of the Company.

DIRECTORS

6. Unless and until otherwise determined by the Company in general meeting the Directors shall be not less than two and not more than ten in number, the following persons shall be the first Directors to the Company:
1. **NELSON ALFRED RWIHULA-Director.**
 2. **PATROBA VICTOR MHINA -Director.**
7. The shareholding qualifications for directors may be fixed by the Company in general meeting and unless and until so fixed no qualification shall be required.

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8. The quorum of Directors, for transacting business shall unless otherwise fixed, by Directors, be two.
 9. A resolution in writing signed by all the Directors then in Tanzania shall be valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.
 10. The directors may from time to time borrow raise moneys for the purpose of the company which may exceed the issues share capital of the Company.

BORROWING POWERS

11. The Directors may raise or borrow to the purpose of the Company's business any sum or sum of money as they think fit and they may secure the repayment of or raise any such as aforesaid by mortgage or charge upon the present and future, including its uncalled or unissued capital or by the issue, at such prices as may think fit, of bonds or debenture, either charged upon the whole or any part the property and assets for the Company, not charged, or such other way as the Directors may think expedient.

ALTERNATE DIRECTORS

12. Each Director may nominate a person, who shall be approved of in writing by the other Directors, to act as 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 of the Company discharge all the duties and functions of the Director being unable to act during the absence or inability to act as the whom he represents he may subject to the like approval of the other Directors appoint a duly qualified person to act in his place.

SECRETARY

13. The Secretary shall be appointed by the Board for such terms reference to the directors, discharge all duties at such remuneration and upon such conditions as it may think fit and any Secretary so appointed a duly qualified person to act in his place or appointed may be removed by the Board.

WINDING UP

14. 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 special 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 an Liability.

ALTERNATION OR ADDITION

15. Subject to the provisions of the Act and to those contained in the Memorandum of Association the Company may by Special Resolution make alteration or addition so made shall be as valid and effectual as originally contained in those articles and be subject in like manner alteration by Special Resolution.

INDEMNITY

16. Every Director, Managing Director, Agent, Auditor, Secretary and other Officer for the time being of the Company shall be indemnified out of 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 favor or in which he is acquitted or is in connection with any application (*under Section 481 of the Act*) in which relief is granted to him by Court.



ALTERATIONS OR ADDITIONS

17. Subject to the provision of the Act and to those contained in the Memorandum of Association, the Company may by special Resolution make alterations or additions as made shall as valid and effectual as if originally contained in these Articles and the subject in the like manner by Special Resolution.

ARBITRATION

18. If and whenever any dispute or difference shall arise between the Company and any of the members of 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 Act 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 Act (Cap 15)

or any then existing statutory modifications or re-enactments thereof shall apply.

Name, Address and Description of Subscriber	Number of Shares taken	Signature
1. NELSON ALFRED RWHULA P. O. BOX 71009, DAR ES SALAAM. Email: nelson.rwhula.nr@gmail.com	28,500	
2. PATROBA VICTOR MHINA, P. O. BOX 71009, DAR ES SALAAM. Email: patitahilson@gmail.com	1,500	

Dated at Dar es Salaam this 14th day of AUGUST year 2023

Witness to the above signature:

Name: MARTIN BALDORNELO FELICIAN

Signature: 

Postal Address: 77139 Dar

Qualifications: ADVOCATE




Certified as True Copy of the Original
Hendrick Daniel Matiku
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 26/11/2024