
THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

OF

AMS PRIME LOGISTICS COMPANY LIMITED

Incorporated thisday of 2023

Drawn by:
FELICIAN MARTINE
(ADVOCATE)
P.O.BOX 77139
DAR ES SALAAM
TANZANIA

THE COMPANIES ACT (Cap. 212)
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

OF

AMS PRIME LOGISTICS COMPANY LIMITED

1. The name of the Company is **AMS PRIME LOGISTICS COMPANY 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: -

The **primary objectives** of **AMS Prime Logistics Company Limited** encompass a comprehensive and diversified approach to logistics services, both domestically and internationally. Our overarching goals are as follows:

1. **Efficient Supply Chain Management**, ensure seamless and optimized supply chain operations by integrating advanced technologies and strategic partnerships to enhance the efficiency of the movement of goods and materials.
2. **Global Freight Solutions**, facilitate international trade by providing reliable and cost-effective freight solutions, spanning air, land, and sea transportation modes. Aim to establish a global network of logistics support to serve clients across diverse markets.
3. **Innovative Technology Integration**, Embrace and implement cutting-edge logistics technologies to enhance tracking, monitoring, and overall visibility of shipments, ensuring real-time information and transparency throughout the supply chain.
4. **Customs Compliance and Regulatory Adherence**, prioritize adherence to international customs regulations and local laws to facilitate smooth cross-border movements. Strive for excellence in customs clearance processes to expedite the flow of goods and minimize delays.
5. **Environmental Sustainability**, Commit to environmentally responsible logistics practices by optimizing routes, reducing emissions, and exploring eco-friendly transportation options, contributing to sustainable business operations.
6. **Customer-Centric Services**, Tailor logistics solutions to meet the unique needs of our clients, providing personalized and flexible services. Foster long-term partnerships by consistently exceeding customer expectations in terms of reliability, speed, and cost-effectiveness.
7. **Warehousing and Distribution Excellence**, establish state-of-the-art warehousing facilities strategically located for efficient inventory management,

order fulfillment, and distribution. Aim for precision in inventory control and order processing to minimize lead times.

8. **Risk Management and Security**, implement robust risk management protocols to safeguard shipments against potential threats. Invest in security measures and contingency planning to mitigate risks and ensure the safe and secure transport of goods.
9. **Continuous Improvement and Innovation**, Foster a culture of continuous improvement by encouraging innovation, embracing feedback, and investing in employee training. Stay adaptable to evolving market trends and technological advancements within the logistics industry.
10. **Community Engagement and Corporate Responsibility**, Act as a responsible corporate citizen by engaging with local communities and contributing to social and economic development. Uphold ethical business practices and promote sustainability within the logistics sector.

Secondary objectives;

11. **Supplier Collaboration and Relationship Management**, Foster strong relationships with suppliers to ensure a reliable and efficient flow of materials. Collaborate on innovative solutions and negotiate favorable terms to enhance overall supply chain performance.
12. **Technology Research and Development**, invest in ongoing research and development to stay at the forefront of emerging logistics technologies. Explore opportunities to develop proprietary tools or systems that can provide a competitive edge in the industry.
13. **Employee Well-being and Development**, Prioritize the well-being and professional development of employees. Implement training programs, career advancement opportunities, and a positive work environment to enhance employee satisfaction and expertise.
14. **Cost Optimization and Financial Efficiency**, Implement cost-saving measures without compromising service quality. Continuously analyze and optimize operational processes to achieve financial efficiency and maintain competitiveness in the market.
15. **Market Expansion and Business Growth**, explore opportunities for expanding service offerings and entering new markets. Develop strategic partnerships and alliances to broaden the company's presence and capture a larger share of the logistics market.
16. **Data Analytics and Business Intelligence**, utilize advanced data analytics and business intelligence tools to derive insights from logistics data. Enhance decision-making processes, identify optimization opportunities, and improve overall business performance.
17. **Customer Satisfaction Surveys and Feedback Mechanisms**, establish mechanisms for collecting customer feedback and conducting satisfaction surveys regularly. Use this information to make informed improvements to



services, address customer concerns, and maintain a high level of client satisfaction.

18. **Compliance with Industry Standards and Certifications**, strive to achieve and maintain relevant industry certifications and standards. This commitment demonstrates a dedication to quality and compliance, instilling confidence in clients and partners.
19. **Emergency Response and Crisis Management**, develop comprehensive emergency response and crisis management plans to address unforeseen events that may impact logistics operations. Ensure swift and effective responses to minimize disruptions and safeguard client interests.
20. **Inclusive and Diverse Workforce**, Promote diversity and inclusivity within the workforce. Create a workplace culture that values diversity, equality, and inclusion, fostering an environment where employees from various backgrounds can thrive.

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 expressively 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 five hundred million (500,000,000/=), divided into fifty thousand (50,000) Ordinary shares of Tanzania shillings ten Thousand (10,000/=) 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. JABIR MANYENDI KIGODA, P. O. BOX 34057, DAR ES SALAAM. Email: jkigoda1@gmail.com	80% of share (40,000/=)	
2. SAHIFA SEIF KHAMIS, P. O. BOX 34057, DAR ES SALAAM. Email: skhamis16@icoud.com	5% of share (2,500)	

Dated at Dar es Salaam this 19th day of December year 2023

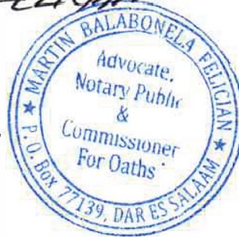
Witness to the above signature:

Name: MARTIN BALABONELA FELICIAN

Signature: 

Postal Address: 77139 DSW

Qualification: ADVOCATE



THE COMPANIES ACT (Cap. 212)
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
AMS PRIME LOGISTICS COMPANY 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 were 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 tested 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 direction 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. **JABIR MWANYEDI KIGODA -Director.**
 - 2. **SAHIFA SEIF KHAMIS -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 the 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 appoint 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 partly 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 s shall apply.

Name, Address and Description of Subscriber	Number of Sharestaken	Signature
1. JABIR MANYENDI KIGODA P. O. BOX 34057 DAR ES SALAAM. Email: jkigoda1@gmail.com	80% of share (40,000)	
2. SAHIFA SEIF KHAMIS, P. O. BOX 34057, DAR ES SALAAM. Email: skhamis16@icloud.com	5% of share (2,500)	

Dated at Dar es Salaam this 19th day of December year 2023

Witness to the above signature:

Name: MARTIN BALABONELA FELICIAN

Signature: 

Postal Address: 77139 DSM

Qualifications: ADVOCATE

