

TANZANIA
Stamp Duty Office
Stamp Duty Shs
PART OF ORIGINAL
26/10/16
Receipt No. 2829113

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Receipt No. 2829113
West. Registrar of Companies

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

HARSHO PACKAGING COMPANY LIMITED

1. The name of the Company is HARSHO PACKAGING COMPANY LIMITED
2. The registered office of the Company shall be situated in Moshi Tanzania.
3. The objects for which the Company is incorporated are:-
 - a) To engage and carry on the business of manufacture of all types of plastic packaging material, bags, receptacles, bottles, cases, cartons, fibres, pvc piping and all kinds of polythene, polyvinyl, polythene, polypropylene polystyrene and polycarbonate articles;
 - b) To promote all activities of geared at plastic waste control and environmental management, including collection of all types of waste plastic polymers and recycling the same for production of new products of all descriptions;
 - c) To carry on the business of makers, assembles and dealers in tanks, containers, receptacles and similar items made from plastic or from any other petrochemical and rubber compounds for use in the food and beverages industry and for all other uses;
 - d) To establish and carry on the business of drilling, marketing and exporting all types of minerals, including generally dealing in gems, gemstones, precious stones, precious metals, diamonds, emeralds, sapphire, rubies, agate gamets, tanzanite, topaz, amethyst, opal silver, nickel, copper and all other types of minerals;
 - e) To carry on the business of jewellers, gold and silversmiths, dealers in china, ceramics, articles of silver, coins, medals, bullion and stones, and as manufactures of and dealers in gold and silver plate, plated articles watches, clocks, chronometers, and optical and scientific instruments of all descriptions;
 - f) To execute or supervise specialized drilling activities for mineral exploration, including quarry operation.
 - g) To provide services for geophysical exploration aimed at identifying suitable aquifers or mineral deposits.

- h) To import, purchase or otherwise acquire all necessary machinery, equipment, raw material and accessories for the business of the company.
- i) To purchase, take on lease or in exchange or acquire, or by mining, set or licence, concession, grant, or otherwise any lands, mines, mineral rights, buildings, easements, rights and privileges, machinery, plant and other effects whatsoever in Tanzania, which the company may from time to time think proper to be acquired for any of its purposes.
- j) To establish and carry on the business of export and import of handicrafts, leathercrafts, woodworks, woodcarvings, of every description, artefacts, wooden instruments and decorations, abstract art carvings, dolls, toys, effigies, sculptures, models, moulds, designs, statues, *objets d'art* of wooden material, or of other naturally occurring substances;
- k) To export or import goods and commodities of any description, whether produced by the company or not, to act as traders both wholesale and retail and for such purpose to open and maintain shops, stores and agencies.
- l) To import and export various metals, electrical goods, paints, timber and timber products and to grow, manufacture or otherwise make raw materials for the same, whether required for direct or immediate use by the company.
- m) To deal in all types of electronic office equipment including computers, photocopiers, facsimile machines, scanners, printers, uninterruptible power supplies, computer software, satellite receivers and dishes, act as IT service providers, service of maintenance of all types of electronic equipment.
- n) To engage in the business of hardware and household materials.
- o) To promote all activities geared towards environmental conservation, camping safaris, educational and cultural eco-tourism, organise sight seeing expeditions, recruiting and staffing of wildlife tour business personnel, placement of volunteer staff, and generally engage as owners and operators of tour business, camping sites, resorts and sanctuaries.
- p) To host, coordinate and organize local and international conferences, workshops, seminars and meetings including procurement of materials and equipment to facilitate the same.
- q) To run business of media service representation, advertising and marketing services, stationery suppliers and services, printing and publication of books, newspapers, magazines, brochures, stickers, and engage in all activities connected with paper art or craft.
- r) To work in partnership with and offer consultancy services, and/or be an agent of environmental societies and other groups to safeguard the environment upon which the quality of human life depends;

- s) To engage and otherwise carry on the business of general hotel investors, to be owners and/or operators of tourist hotels, camping sites, tourist resorts, restaurants, guest houses, stop overs, mini zoos, game and animal sanctuaries, service stations and to generally be estate agents and managers to acquire large tracts of land and to build housing units for rental and/or selling purposes and generally to be estate management consultants;
- t) To engage and or otherwise carry on the business of general transporters and to be transport agents, to be owners, operators, hirers, and charterers of motor trucks, railway wagons, ships and aircrafts, passenger coaches for the purposes of transporting cargo and passengers from whatever place to whatever destination, to be general freight forwarders, cargo handlers, clearing and forwarding agents, shipping agents, brokers, commission agents, manufacturers representatives and general marine surveyors and cargo superintendents;
- u) To act as agent for any company or companies engaged in life-insurance, fire insurance, marine insurance, insurance of motor cars, lorries, machinery and other things, insurance of owner and users of vehicles and other insurance of all kinds
- v) To establish depots and agencies in different parts of the world for the purpose of carrying on any or all of the business of the company, to act as agents for distribution and sale of optical lenses and other optical accessories;
- w) To enter into any arrangement and contracts with Government or Authorities supreme, municipal, local or otherwise or any corporations, companies or persons having objects that may seem conducive to the Company's object or any of them and to obtain from any such Government Authority, Corporation, Company, or persons any charters, contract, decrees, rights, privileges and concessions.
- x) To purchase, take on lease, auction or exchange or otherwise acquire in any part of the world, prospecting rights and contracts, leases, options, mineral properties, either absolutely or conditionally.
- y) To enter into partnership or into any arrangement for sharing profits, union or interests, cooperation, joint venture, firm or company carrying on or engaged in or which this company is authorised to carry on, or engage in, or any business or transaction capable being conducted so as directly or indirectly to benefit the Company. And to lend money to guarantee the contract of, or otherwise assist, any such person, firm or company and to take or otherwise acquire shares and securities of any such Company, and sell, hold reissue with or without guarantee or otherwise deal with the same.

- z) To carry on the trade or business of Government Contractors, Construction works, Civil Engineering works, Road works including Road maintenance, General merchants and General Works;
- aa) To promote any other company for the purpose of acquiring all or any of the property and undertaking or any or the liabilities of this company, or of undertaking any business or the operation which may appear likely to assist or benefit this company, or enhance the value of the property or business of the company, and to placing of, underwrite, subscriber for or otherwise acquire all or any part of the shares or securities of each company as aforesaid.
- bb) To lend money or give credit to such persons firms or companies and on such terms as seem expedient, and in particular to customers and other having dealings with the Company, and to give guarantee to become surety for any persons, firms or companies for the due payment for the performance of any obligations or liabilities.
- cc) To undertake and execute any contracts for work involving the supply or use of any machinery and carry out any ancillary or other work comprised in such contracts, carrying passengers and goods in Tanzania.
- cd) Generally to purchase, take on lease or in exchange hire or otherwise acquire any real and personal property and any rights or privileges which the company may think necessary or conveniently for the purpose of its business and in particular any land, buildings casements machinery plant and stock in trade.
- ee) To remunerate any person or Company services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of the shares in the company's capital, or any debentures or other securities of the company or the conduct of its business
- ff) To undertake building construction either as primary sub-contractors, renovations, painting, welding grill making and supply of all sort of building materials and for that purpose to do all or the following business merchants and dealers in store sands, bricks, tile, timber, general building, hardware and generally to deal in all building requisites or those incidental to such project;
- gg) To carry on the business of banking and to transact and do all matters and things incidental thereto, or which may at any time hereafter, at any place where the company shall carry on business, be usual in connection with the business of banking or dealing in money or securities for money, including dealing with the business of exchanging currencies as a bureau de change, money changers currency dealers, currency brokers an agents for all persons and bodies involved in banking and money changing businesses and transaction.
- hh) To obtain all powers and authorities necessary to carry out or extent any of the above objects.

- ii) To carry out on Internet sports, computer secretarial services and telecommunications.
- jj) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- kk) To invest and deal with money of the Company not immediately required, upon such securities and in such manner as the Company may from time to time determine.
- ll) To carry on the business of farmers and agriculturalists generally and in particular as importers, exporters and breeders of cattle, sheep, horses and other livestock and as ranch owners, dairymen, market gardeners, horticulturalists; bee-keepers, seed growers, poultry farmers, butchers and meat, vegetable and fruit preservers.
- mm) To borrow or raise or secure the payment of money in such manner and on such terms as may be thought expedient and to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present and future, including its uncalled capital and to issue at par or premium or discount and for such consideration and with the subject in such rights, powers, privileges and conditions, as may be thought fit debentures or debenture stock either permanent or redeemable.

The objects set forth in any sub-clause of this clause shall not except when the context expressly so required, be in anywise limited or restricted by reference to or inference from the terms of any sub-clause or by the name of the company.

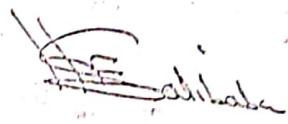

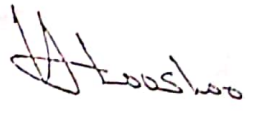
None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business, undertaking, property or acts proposed to be transacted acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause.

AND it is hereby declared that word "COMPANY" in this clause shall be deemed to include any partnership or other body of persons whether incorporated, or unincorporated, and whether domiciled in East Africa or elsewhere and the intention is that the objects specified in which paragraph of this clause shall except where otherwise expressed in such paragraph be independent by a reference to or inference from the terms of any other paragraph or the name of the company.

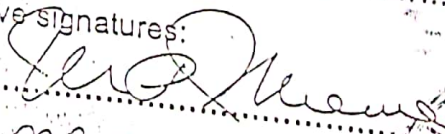
4. The liability of the company is limited.

5. The initial share capital of the company is Shs.1,000,000,000/= divided into 100,000 shares of Shs. 10,000/= each and the company shall have the power to divide the original or any increased capital into several classes and to attach hereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

We 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 respectively agree to take the number of shares in the capital of the company set opposite our respective names.

NAME AND ADDRESS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY SUBSCRIBERS	SIGNATURES OF SUBSCRIBERS
1. HAROLD ALFAYO SHOO P.O. BOX 810 MOSHI	1	
2. MARYGRACE HAROLD SHOO P.O. BOX 810 MOSHI	1	
3. HELEN LOIS HAROLD SHOO P.O. 810 MOSHI	1	

Dated at Moshi this 15th day of May 2009.

Witness to the above signatures:
SIGNATURE 

NAME M.P. MREMA

POSTAL ADDRESS P.O. BOX 1856

QUALIFICATION ADVOCATE



(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 therefor refuse to register the transfer of any share to any person who it shall in their opinion be found 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 or 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 member 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 of 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 and the board, or in case of difference to be determined by the Auditor of the Company.

(c) Upon price of such shares being agreed on or determined as per clause (b) above, the board shall forthwith give notice to such of the shareholders, other than the shareholders desiring to sell or transfer the said shares, stating the number and price of such 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 shares amongst the shareholders (if more than one) who shall have expressed their desire to purchase the 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. 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 shareholder who shall have agreed to purchase the same.

5. GENERAL MEETINGS: NOTICE OF GENERAL MEETING AND PROCEEDINGS OF THE GENERAL MEETINGS.

The regulation of Companies Act shall apply with the following variations:-

- (a) A General meeting Ordinary or Extraordinary may, with the consent in writing of all members, be convened on a shorter notice than seven days or without notice.
- (b) Two members, present either personally or by proxy shall form a quorum.
- (c) Any ordinary resolution of the company determined without any general meeting and evidenced by writing under the hand of a majority of the Directors and of the members of the company holding three fourths of the issued shares of the company shall be valid and effectual as an ordinary resolution duly passed at a general meeting of the company.

DIRECTORS

- 6. (a) Until otherwise determined by the company at a General Meeting, the Directors shall not be less than two and not more than seven in number.

(b) The following persons shall be the first Directors of the Company:-

- 1. Harold Alfayo Shoo
- 2. Marygrace Harold Shoo
- 3. ~~Hellenieis Harold Shoo~~

- 7. The shareholding qualification for Directors may be fixed by the company in a General meeting and, unless and until so fixed, no qualification shall be required.
- 8. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be three.
- 9. A resolution in writing signed by all the Directors then in Tanzania shall be as 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 or raise any money for the purpose of the Company, which may exceed the issued share capital of the company.

BORROWING POWERS

- 11. The Directors may from time to time in their discretion raise or borrow for the purpose of any Company's business such sum or sums of money as they think fit.

12. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company present or future including its uncalled capital for the time being; or by the issue at such price as they may think fit, of bonds or debentures either charged upon the whole or any part of the property and assets of the company or not so charged or in such other way as the Directors may think expedient.

VOTE OF MEMBERS

13. On a show of hands every member present in person shall have one vote. On a roll every member shall have one vote only for the shares of which he is holder.
14. No member shall be entitled to vote at any general meeting unless all calls or other sums presently by him in respect of shares in the Company have been paid.

DISQUALIFICATION OF DIRECTORS

15. The office of a Director shall be vacated if the Director:-
- (a) Becomes bankrupt; or dies
 - (b) Is found to be a lunatic or becomes of unsound mind;
 - (c) Resigns his office by notice in writing to the Company;
 - (d) Abstains himself/herself from meetings of the directors for a period of six months without special leave of absence from the other Directors.
 - (e) If the company by extra-ordinary resolution resolves to terminate his appointment as Director.

SEAL

16. The Directors shall provide for the safe custody of the Seal. The seal of the Company shall no be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of at least two Directors or a Director and Secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

ALTERNATE DIRECTORS

17. Any director shall have power to nominate any person to act or attend as alternate Director during his absence or during his inability so to act. Such Director shall be subject in all respects to the terms and conditions existing with reference to the other Directors and such Alternate Director shall exercise and discharge all the duties of Director whom he represents.
18. Unless otherwise decided by the Directors the quorum necessary to transact business of the Directors shall be two Directors personally present

SECRETARY

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

WINDING UP

20. 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 any liability.

ALTERATION OR ADDITION

21. 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 and any alteration or addition so made shall be as valid and effectual as if originally contained in these articles and be subject in like manner to alteration by Special Resolution.

INDEMNITY

22. Every Director, Managing Director, Agent, Auditor, Secretary and other Officer for the time being of the Company shall be indemnified out of the Assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court.

ARBITRATION

23. If 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 to liabilities arising here under or arising out of the relation existing between the parties by reasons 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, Cap. 15 or any then existing statutory modifications or re-enactment thereof shall apply.

NAME AND ADDRESS OF SUBSCRIBERS

NUMBER OF SHARES TAKEN BY SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

1. HAROLD ALFAYO SHOO
P.O. BOX 810
MOSHI

1

2. MARY GRACE HAROLD SHOO
P.O. BOX 810
MOSHI

1

3. HELEN LOIS HAROLD SHOO
P.O. BOX 810
MOSHI

1

Dated at Moshi this 15th day of May 2009.

Witness to the above signatures:

SIGNATURE
NAME M.P. MREMA

POSTAL ADDRESS P.O. Box 1856

QUALIFICATION ADVOCATE

