

THE
COMPANIES ACT
(ACT NO. 12 OF 2002)

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

ROCK SOLUTIONS LIMITED

INCORPORATED THISDAY OF2015

Prepared by:
ZAITUNI M. NG'ARIBA
(Subscriber)
P.O. Box 5287,
MWANZA,
TANZANIA.

- (f) To carry on business of supplying all types of office and school equipments, stationeries, writing material, teaching aids and other educational materials, school uniforms, machinery services and repair of establishments and as agents, school uniforms, machinery services and repair of all of office equipment, assembling and exporting the same, exhibiting, distributing, renting and selling of all office decorations e.g Carpets, curtains and all materials used in offices.
- (g) To carry on the business of clearing and forwarding agents, commission agents, customer agents, transporters, freighters, haulers, customs bonded warehouse and goods own keepers, court brokers, Insurance and assurance, insurance broker, Management, stock exchange and stock exchange brokers, shipping agents, cargo and travel agents, road, water agents, airport handling, courier services, insurance agents, tourist agents, manufacturers' representatives, road contractors, cargo superintendents, packers, machinery haulage specialists, warehousemen, engineers, electricians, motor cars, trucks, cabs, omnibus, oil tank and coach proprietors and transporters, civil transport contractors and transporters by any other means of conveyance of people and goods in Tanzania and the neighboring countries and in such other place or places as may from time to time be determined by the company, engage in and or otherwise carry on the business as transporters and transport agents, freight forwarders and related transactions whatsoever.
- (h) To erect and construct houses , flats, offices, buildings, or works of every description whether for the company or for the persons or person on any land of the company or upon any other lands or property, and to pull down, rebuild, enlarge, alter and improve existing house, flats, offices, building or works thereon , and to convert appropriate and use any such land or for roads, squares, garden and pleasure grounds and other conveniences, and generally to deal with the improvement of the property of the company , having rooms ,hotel service and any other purpose that the company deem fit.
- (i) To carry on business of financial consultancy, professional and technical advice to individuals, firms, companies, corporations, cooperative societies, government authorities, public and their like organizations and in particular but without prejudice to the generality of the foregoing to provide consultancy services in matters of, and to advice upon, direct, manage or supervise business methods and systems, efficiency, policy, finance, investments, organization, reconstruction, development expansion, administration, management, insurance, budgetary and other controls, personnel, purchasing, stores, operations, production, engineering, maintenance, documentation and marketing.
- (j) To carry on the business of all ICT products and services, consultancy selling of all types of information technologies, computer systems, conference systems, telecommunication systems, security systems, public address systems, technological and ICT products, data communication and to train, research, install and after sale services of electronic systems, voice and data networks and

any other systems or components which the company may think fit, necessary or incidental to this business.

- (k) To import, export, re-export and sell locally petroleum products and herein to establish petrol stations and to engage in all mineral resources exploration and exploitation for the purpose of local use and export. To carry on or engage in economic services such as projects feasibility studies, economic project advice to various project, economic investment promotes and advice in agricultural growth and to be as local representatives of such projects for both local institutions, foreign investors, donors and various Non Government Organizations.
- (l) To institute, establish and promote training courses, grants, awards and prizes and otherwise to encourage education in the principles and practice of education including Research and Development
- (m) To carry on the business of AutoCAD drafting services for Civil works, plumbing design development and construction drawings, mechanical fabrication and engineering drawings, electrical, power and lighting drawings, architectural drawings, fire protection drawings and HVAC (*Heating, Ventilation and Air Conditioning, or short Climate Control*) drawings.
- (n) To carry on the business of video and still picture production including video and still picture taking, editing, printing, rendering, designing, and changing VHS into DVD and VCD, changing DVD and VCD into VHS, still picture printing and video production.
- (o) To carry on business as developers, builders, owners and operators of hotels, motels, lodges, inns, restaurants, tourist resorts and nightclubs, motels, holiday camps, caravan sites, cottages, refreshment and tea rooms, cafes and milk and snack bars, fast foods, take aways, and mobile caterers, tavern, and lodging-house keepers, roadhouses, movable structures, apartment-house keepers, supermarkets, mini-supermarkets, departmental and provisions stores and of social, cultural and entertainment centers and to act as professional hoteliers, caterers, conference and events organizers.
- (p) To borrow or raise or secure the payment of money by bank overdrafts, mortgage, or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner as the company shall deem fit, and for the purposes aforesaid or for any other lawful purpose to charge all or any of the Company's property or assets, present and future, including its uncalled capital, and collaterally or further to secure any securities of the company by a trust deed or other assurance.
- (q) To carry on the business of establishing, renting and running of fuel stations, general supplies of petroleum products including gases, oils, lubricants and all relevant goods and services in that business.

- (r) To carry on the business of loading, shipping, off-loading clearing and forwarding of all products and whatsoever legal that shall be of profit to the company.
- (s) To carry on the business of printing, stationery, shop, tailoring, ready made garments, catering services, renovation decorations servicing, general maintenance of domestic and industrial, electrical equipments, auto services, farming, husbandry, poultry farms, real estate services, leather of all types, raw material or finished rubber, cattle breeders, stockmen and dealers, marketers or every kind of mineral and all other produce and general merchandise.
- (t) To engage in business of clinical and public health management consultant, with special focus to health systems development/strengthening, health human resource developing or capacity building, preventive public and hygienic services and in that regard collaborate, get into joint venture with local and international organization as may deem necessary in charitable or business engagement.
- (u) To engage in the business of agriculture and to own farms, seed banks, animals and animal farms, and to keep bees, fish and all types of birds including poultry.
- (v) To enter into any partnership or joint venture arrangements in the nature of partnership, cooperation or union of interest, with any company or person engaged or interested in carrying on or conducting business which the Company is authorized or may benefit, directly or indirectly, and to finance, make donations to or assist any Company or person or to amalgamate with any other Company.
- (w) To subscribe, when necessary, or contribute to charitable be benevolent or useful object of public character for purposes, as deemed by the Company Board, of increasing Company reputation or popularity within or outside the company, to procure the registration or incorporation of the Company or its subsidiaries in or under the laws of any Country or place outside the United Republic of Tanzania.
- (x) To do any other things as the Company may deem conducive to the attainment of the forgoing objects or any of them, to collect and disseminate research, statistical and other information on education;
- (y) To purchase, take on lease or in exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges in any part of the world which the Company may think necessary or convenient for the promotion of its objects and to construct, maintain and alter any buildings or erections necessary, convenient or fitted for the work of the Company;
- (z) To lend money to such persons and on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to guarantee and become surety for the liabilities or the performance of contracts

and the repayment of money by any persons whether customers and others having dealings with the Company or not;



- (aa) To open and operate banking accounts and to make, draw, accept, endorse, discount, negotiate, execute, issue, buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants and other instruments negotiable or transferable or otherwise;
- (bb) To borrow or raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by legal and equitable mortgages and charges upon the undertaking of all or any of the property and assets present and future of the Company or by the creation and issue on such terms and conditions as may be thought expedient of debentures, debenture stock or other securities of any description;
- (cc) To enter into any partnership or joint venture arrangement in the nature of a partnership, co-operation or union of interests, with any Company or person engaged or interested in the carrying on or conducting of any business which the Company is authorized to carry on or conduct or from which the Company would or might derive any benefit, whether directly or indirectly, and to finance, make donations to, or assist any Company or person as may be deemed expedient, or to amalgamate with any other Company;
- (dd) To do all such acts and things as are incidental or conducive to the attainment of the above objects. It is hereby declared that the word "company" except where used in reference to the Company shall be deemed to include any partnership, or other body of persons whether incorporated or not incorporated and whether not existing or hereinafter to be formed.
- (ee) It is furthermore expressly declared that the intention is that the objects set forth in each of the foregoing paragraphs of this clause shall be construed in the most liberal way and shall in no way be limited or restricted by reference to any other paragraph or any interference drawn from the terms of any other paragraph

AND IT IS HEREBY DECLARED that the word COMPANY in this clause, except where used in reference to this Company shall be deemed to include any partnership or other body of persons, whether domiciled in the United Republic of Tanzania or elsewhere; AND FURTHER DECLARED that each of the objects specified in each paragraph and sub-paragraph of this clause shall, except where expressed otherwise in such paragraph, be an independent main object and in no way limited or restricted by reference to or inference from the terms, or any other paragraph, or the name of the Company.

- 4. The liability of the Members is limited.
- 5. The Share Capital of the Company is Tanzania shillings One Hundred million (Tshs 100,000,000/=) only, divided into 1000 ordinary shares each of Tanzania

Shilling ten thousand (Tshs.10,000/=) only, subject and to the rights attached to any class of shares for the time being carrying special rights whether as part of the original or any special, qualified preferred or deferred rights and privileges, or conditions as to capital dividends, rights of voting or other matters but so as that any such rights privileges or conditions SHALL NOT be altered or modified except in accordance with the Articles of Association of the Company for the time being in force.

NOW, THEREFORE WE, the several persons whose names and addresses are hereafter described, are desirous of being formed into a company in pursuance of this Memorandum of Association and have respectively agreed to take the number of shares in the capital of the Company as set out opposite to our respective names:-

NAME ,POSTAL ADDRESS AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF EACH SUBSCRIBER
1.JUMA RAJABU FARAHANI P.O.BOX 428 DAR ES SALAAM	1,000	
2.ZACHARIA ELIAS NZUKI P.O.BOX 3059 MWANZA	5,000	

DATED AT DAR ES SALAAM THISDAY OF.....2015

SIGNED BEFORE ME:

Signature: 
 Name: Godfrey Mwandikizi
 Postal Address: Box 75265 DSM
 Qualification: Advocate



- (i) Subject to the provisions, if any, in that behalf of the Memorandum of Association, and without prejudice to any special rights previously conferred on the holders of existing shares, any shares may be issued with such preferred, deferred or other special rights or such restrictions whether in regard to the dividend, voting, return of share capital or otherwise, as the Company may from time to time by special resolution, be issued on the terms that it is or at the option of the Company is liable to be redeemed.
6. The Company may pay to any person a commission consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally or procuring or agreeing to produce subscriptions, whether absolute or conditionally, for any share in the Company; PROVIDED THAT such commission shall not exceed five percent of the price at which such shares are issued, or an amount equivalent to such percentage; and the requirement of Section 56 of the Companies Act shall be observed.

LIEN

- (i) The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share, and the company shall also have a first and paramount lien on all shares standing registered in the name of any person for all monies presently payable by him or his estate to the company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.
 - (ii) The lien hereby conferred shall attach to all shares registered in the name of any person indebted or under liability to the company, whether he be the sole registered holder or be one of several joint holders.
 - (iii) The company's lien, if any, on a share shall extend to all dividends payable thereon.

CALLS ON SHARES

6. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares provided that no call shall exceed one-fourth of the nominal amount of the share, or be payable at less than one month notice from the last call; and each member shall (subject of receiving at least fourteen days' notice specifying the times and place of Account) pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.
7. All calls shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed, and may be required to be paid by installments.
8. Joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

9. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding 10 percent per annum as the Directors may determine, but the Directors shall be at liberty to waive payment of that interest wholly or in part.
10. Any sum which by the terms of issue of share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purpose of those regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise, shall apply as if such sum had become payable by virtue of a call duly made and notified.
11. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for advance, become presently payable) pay interest at such rate not exceeding 10 percent per annum (Unless the Company in General Meeting shall otherwise direct) as may be agreed upon between the member paying such sum in advance and the Directors.

TRANSFER OF SHARES

12. (i) Subject to the provisions hereinafter contained shares in the Company shall be transferable by written instrument in the common form hereunder provided and which shall be 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.
- (ii) Shares shall be transferred in the following form or in any usual or common form which the Directors shall approve.
 "I.A.B. of in consideration of the sum of Shs. paid to me by C.E. of (hereinafter called "the said transferee") DO HEREBY transfer to said transferee the share (or shares) numbered in the undertaking called to hold unto the said transferee, subject to the several conditions on which I hold the same, and I the said transferee, DO HEREBY agree to take the said share (or shares) subject to the conditions aforesaid.
 As witness our hands this.....day of.....20...."

- (i) Subject to the provisions, if any, in that behalf of the Memorandum of Association, and without prejudice to any special rights previously conferred on the holders of existing shares, any shares may be issued with such preferred, deferred or other special rights or such restrictions whether in regard to the dividend, voting, return of share capital or otherwise, as the Company may from time to time by special resolution, be issued on the terms that it is or at the option of the Company is liable to be redeemed.
6. The Company may pay to any person a commission consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally or procuring or agreeing to produce subscriptions, whether absolute or conditionally, for any share in the Company; PROVIDED THAT such commission shall not exceed five percent of the price at which such shares are issued, or an amount equivalent to such percentage; and the requirement of Section 56 of the Companies Act shall be observed.

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- (ii) The lien hereby conferred shall attach to all shares registered in the name of any person indebted or under liability to the company, whether he be the sole registered holder or be one of several joint holders.
- (iii) The company's lien, if any, on a share shall extend to all dividends payable thereon.

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7. All calls shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed, and may be required to be paid by installments.
8. Joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

9. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding 10 percent per annum as the Directors may determine, but the Directors shall be at liberty to waive payment of that interest wholly or in part.
10. Any sum which by the terms of issue of share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purpose of those regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise, shall apply as if such sum had become payable by virtue of a call duly made and notified.
11. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for advance, become presently payable) pay interest at such rate not exceeding 10 percent per annum (Unless the Company in General Meeting shall otherwise direct) as may be agreed upon between the member paying such sum in advance and the Directors.

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- (ii) Shares shall be transferred in the following form or in any usual or common form which the Directors shall approve.
 "I.A.B. of in consideration of the sum of Shs. paid to me by C.E. of (hereinafter called "the said transferee") DO HEREBY transfer to said transferee the share (or shares) numbered in the undertaking called to hold unto the said transferee, subject to the several conditions on which I hold the same, and I the said transferee, DO HEREBY agree to take the said share (or shares) subject to the conditions aforesaid.
 As witness our hands this.....day of.....20...."

ALTERATION OF CAPITAL

13. The Company may from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
14. The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the original share capital.
15. The Company may by ordinary resolution:-
 - (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
16. The Company may, by special resolution reduce its share capital in any manner and with land subject to, any incident authorized, and consent required, by law.

GENERAL MEETINGS

17. A General Meeting shall be held once in every calendar year (not being more fifteen months after the holding of the preceding General Meeting) at such time and place as may be determined by the Directors. In default of a General Meeting so held, a General Meeting may be convened by any one member in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.
18. All General Meetings other than the Annual General Meeting shall be called Extra-Ordinary General Meetings.
19. The Directors may, whenever they deem fit, convene an Extraordinary General Meeting and Extraordinary General Meeting shall also be convened on such requisition, or, in default may be convened by such requisitionists as provided by Section 134 of the Act.

NOTICE OF GENERAL MEETINGS

20. Every general meeting shall be called by twenty-one clear days notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business and, in the case of an annual general meeting, shall specify the meeting as such;

Provided that a meeting of the company may be called by shorter notice if it is so agreed:-

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.

21. The accidental omission to give notice of a meeting to or the non-receipt of notice of meeting by any member shall not invalidate the proceedings at any meeting.
22. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of a Company duly convened and held.

PROCEEDINGS AT GENERAL MEETINGS

23. All business shall be deemed special that is transacted at an Extraordinary Meeting, and all that is transacted at the Annual General Meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets and the ordinary report of the Directors and Auditors, the election of Directors and other officers in place of those retiring by rotation, and the appointment and fixing of the remuneration of the Auditors.
24. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business.
25. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of member, shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week, at the same time and place; and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
26. The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company.
27. If there is no such Chairman, or if at any meeting he is not present within fifteen Minutes after the time appointed for holding the meeting the remaining Directors (or alternate Directors as the case may be) shall choose one of their number to be Chairman of the meeting.
28. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

BOARD OF DIRECTORS

29. (a) Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than two nor more than seven.
- (b) The first Directors of the Company shall be:

1. JUMA RAJABU FARAHANI

2. ZACHARIA ELIAS NZUKI

30. (a) The remuneration of Directors shall from time to time be determined by the Company in General Meeting.

(b) In addition to their usual remuneration, the Directors shall also be paid such traveling, hotel and other expenses incurred in connection with their attendance at meetings of Directors.

31. (a) Each Director may nominate in writing to the Secretary of the Company a person approved by his absence or if he is unable to act as such Director himself.

(b) On such appointment being made, the Alternate Director shall, except as regards remuneration, be subject to all respects to the terms and conditions existing with reference to the other Directors, and each alternate Director whilst acting in the place of an absent Director, shall enjoy all the rights of and exercise and discharge all the duties of the Director the represents.

BORROWING POWERS

32. The Directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third part.

POWERS AND DUTIES OF DIRECTORS

33. The business of the Company shall be managed by Directors, who may pay all expenses incurred in setting up and registering the Company, and may exercise all such powers of the Company as are not, by the Act, or by these Articles, required to be exercised by the Company in General Meeting, subject, nevertheless, to any regulations of these Articles, to Provisions of the Act, and to such regulations, being consistent with the aforesaid regulation Or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

34. The Board of Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (except the power to make calls, forfeit shares or issue debentures) as they may see fit, but the exercise of all powers by the Managing Director or Manager shall be subject to such regulations and restriction as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked or varied.

35. The Board of Directors shall cause minutes to be made in books provided for the purpose of Record:-

- (a) The names of the Directors present at each meeting of the Directors and of any committee of the Directors, and every such Director present at any meeting of Directors or Committee of Directors shall sign against his name in a book to be kept for that purpose.
- (b) All resolutions and proceedings at all meetings of the Company and of the Directors and of Committees of Directors.
- (c) All appointments of Officers made by the Directors.

SECRETARY

36. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may see fit, and they may remove any Secretary so appointed.
37. No person shall be appointed or hold office as a Secretary who is:-
- (a) The sole Director of the Company; or
 - (b) A Corporation, the sole Director of which is the sole Director of the Company; or
 - (c) The sole Director of a Corporation which is the sole Director of the Company.
38. A provision of the Act or these regulations 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.

THE SEAL

39. The Directors shall provide for the safe Custody of the Seal of the Company, and the Seal shall only be used by the authority of the Directors or of a committee of the Directors authorized by the Directors in that behalf, and every instruments to which the Seal shall be affixed shall be signed by a Director and countersigned by the Secretary or a Second Director or by some other person appointed by the Directors for the purpose.



WINDING-UP

40. If the Company shall be wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company, divide amongst the members in specie or kind the whole or any part of the assets of the Company and may, for such purpose set such value as he may deem fair upon any property to be divided as aforesaid and may determine how much division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator with the like sanction shall see fit, but so that no

Member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

41. Every Director or other Officer of the Company shall be entitled to the indemnified out of the assets of the company against all costs, charges, loses, expenses and liabilities which he may sustain or incur in or during the execution of the duties of his office or otherwise in relation thereto, including 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 in connection with any application under the Act in which relief is granted to him by the Court; and no Director or other Officer shall be liable for any loss, damage or misfortune, which any happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto.

NAME ,POSTAL ADDRESS AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF EACH SUBSCRIBER
1.JUMA RAJABU FARAHANI P.O.BOX 428 DAR ES SALAAM	1,000	
2.ZACHARIA ELIAS NZUKI P.O.BOX 3059 MWANZA	5,000	

DATED AT DAR ES SALAAM THISDAY OF.....2015

SIGNED BEFORE ME:

Signature:.....

Name:.....

Postal Address:.....

Qualification:.....

Godfrey Mpanzile
Godfrey Mpanzile
 Box 75265 DSM
 Advocate

