

THE COMPANIES ACT, NO. 12 OF 2002 .

COMPANY LIMITED BY SHARES

Memorandum

and

Articles of Association

of

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**KAINEW INVESTMENT COMPANY LIMITED**

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**DRAWN BY:**

Joseph Assenga (Advocate)  
NOVELTY ADVOCATES  
PLOT NO. 408-170/129, RAILWAY STREET  
CLOCK TOWER AREA, CITY CENTRE  
P.O. BOX 21742  
DAR ES SALAAM- TANZANIA.

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**THE COMPANIES ACT, NO. 12 OF 2002**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**KAINEW INVESTMENT COMPANY LIMITED**

1. The name of the company is **KAINEW INVESTMENT COMPANY LIMITED**
2. The Registered office of the company shall be in Tanzania Mainland.
3. The objects for which the company is being established are:-
  - [a] To carry on manufacture of motorcycles;
  - [b] To carry on the business of importation of motorcycles;
  - [c] To carry on the business of export of motor cycles;
  - [d] To carry on the business of supply of machineries;
  - [e] To carry on the business of sale of motor cycles;
  - [f] To carry on the business of manufacture and sale of three-wheeled motor cycles;
  - [g] To carry on the business of inland freight water transport;
  - [h] To carry on the business of electronics;
  - [i] To carry on the business of warehousing and storage;
  - [j] To carry out the business of cargo handling;
  - [k] To carry on business of spare parts of motor cycles;
  - [l] To carry on the business of general trading;
  - [m] To carry on the business of motorcycle accessories;
  - [n] To carry on business of wholesale of computers, computer peripheral equipment and software;

[o] To carry on the business of wholesale of motorcycles,

[p] To carry on the business of retail sale in non-specialized stores.

[q] To enter into Joint Venture (JV) agreements with both local and foreign persons for the purposes of fulfilling the objects for which the Company is incorporated or incidental thereof.

[r] To enter into contract or agreements and arrangements with any other company, whether in Tanzania or elsewhere with for carrying out by such other company on behalf of or jointly with the company any or all of the objects for which the company is formed.

[s] To borrow or raise money in such manner as the company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise either charged upon all or any of the company's property both present and future including its uncalled capital or not so charged or otherwise howsoever.

[t] To guarantee and/or to pledge the company assets for the payment of any debenture, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or share or the performance of contract or engagement of any other company or firm or person and to give indemnities and guarantees of all kinds and enter into partnership or any venture arrangement with any person, firm or company having objects similar to those of this company or any of them.

[u] To enter into arrangements with any Government (Central, municipal, local or otherwise) authorities or corporation, companies or any of them, and obtain from any such entity, any charters, contracts, decrees, rights, privileges and concessions which the company may think desirable and to carry out, exercise and comply with such charters, decrees, rights, privileges and concessions, as the case may be.

[v] To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors be advantageously carried on by the company in connection with or as ancillary to any of the above business or the general business of the company.

[w] To do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the members is limited.

5. The share capital of the company is Tshs. =800,000,000/= [**Eight hundred Million**] divided into Eight hundred thousand [800,000] ordinary shares of Tshs. =1,000/= [**Tanzania Shillings One Thousand**] each.

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

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBER
1. XU PING, Businessman, P.O. Box 77128, Dar es Salaam	320,000	徐平
2. WU DEFA, Businessman P. O. Box 77128, Dar es Salaam	240,000	吴德发
3. XU ZHIHENG Businessman P. O. Box 77128 Dar es Salaam	240,000	徐志恒

Dated at Dar es Salaam this 10<sup>th</sup> day of July 2024

Witness to the above signature s: -

Name: JOSEPH PIUS ASSENGA

Signature: [Handwritten Signature]

Postal Address: P.O. BOX 70631 DAR ES SALAAM

Qualification: ADVOCATE & NOTARY PUBLIC



**THE COMPANIES ACT, NO 12 OF 2002**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**KAINEW INVESTMENT COMPANY LIMITED**  
**PRELIMINARY**

1.0 The company is a private company and accordingly: -

- a) The company shall not have power to issue any of its shares or debentures to the public for subscription.
- b) The number of members of the company [not including persons who are in the employment of the company while in that employment to be members of the company] is limited to fifty **PROVIDED THAT** where two or more persons hold one or more shares in the company jointly they shall for the purpose of this article be treated as a single member.
- c) The right to transfer shares is restricted in the manner hereinafter appearing.
- d) The company shall not have power to issue share warrants to the bearer.

2.0 In these regulations, unless the context otherwise requires expressions defined in the Companies Act, [Cap 212] or any statutory modifications thereof in force at the date at which these regulations become binding upon the company, shall have the meanings so defined and word importing the masculine gender shall include female and word importing persons shall include bodies corporate.

**SHARE**

3.0 The share capital of the company is Tshs. =800,000,000/= [Eight hundred Million] divided into Eight hundred thousand (800,000) ordinary shares of Tshs. =1,000/= [One Thousand] each.

4.0

1. If at any time the share capital is divided into different classes of shares, the rights attached to any class unless otherwise provided by the terms of issue of shares of that class may be varied with the sanction of any extra-ordinary resolution passed at a separate general meeting of the holders of the shares of that class.

2. To every such separate general meeting the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be three persons at least holding or representing by proxy two thirds of the issued shares of the class and that any holder of shares of the class present in person by proxy may demand a poll.
3. For the purpose of this article the rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
- 5.0 Every person whose name is entered as a member in the register of members shall, without payments, be entitled to one certificate under the common seal of the company paid up thereon, provided that in respect of a share or shares held jointly by several persons the company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.
- 6.0 The company shall be entitled to treat the person whose name appears upon the Register in respect of any shares as the absolute owner thereof and shall not be under any obligations to recognize any trust or equitable claim to or partial interest in such shares, whether or not it shall possess other notice thereof.
- 7.0 If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding one hundred shillings and on such terms, if any, as to evidence and indemnity as the directors think fit.

#### LIEN

- 8.0
  1. The company shall have a first and paramount lien on shares for all moneys whether presently payable or not called or payable at a fixed time in respect of those shares, and the company shall also have a first and paramount lien on all shares standing registered in the name of any person for all moneys 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.
  2. 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 is the sole registered holder or shall be one of several joint holders.
  3. The company's lien, if any, on a share shall be extended to all dividends payable thereon.
- 9.0 The company may sell, in such manner as the directors think fit, any shares on which the company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, not until the expiration of thirty days after a notice in writing,

stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share of the person entitled by reason of his death of bankruptcy to the share.

10. For giving effect to any such sale, the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the share comprised in any such transfer and he shall not be bound to see to the application of the purchase monies, nor shall his title to the shares be affected by any irregularity or invalidity of the transaction in reference to the sale.
11. The proceeds of the sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue shall be held **[subject to a like lien for sums not presently payable as existed upon the shares prior to the sale]** by the company on behalf of the person entitled to the shares immediately prior to the sale.

#### CALLS ON SHARES

12. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares, and each member shall [subject to receiving at least forty five days notice specifying the time or times of payment] pay to the company at the time or times so specified the amount called on his shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed.
13. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
14. If a sum 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 at the rate of ten percent per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of such interest or any part thereof.
15. The provisions of these articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any amount which, by the terms of issue of a share, becomes payable at a fixed time whether on account of the amount of the share or by way of premium, as if the same had become payable by virtue of a call duly made and notified.
16. The Directors may make arrangements on the issue of shares for a difference between the holders and the amount of calls to be paid in the time of payment.
17. The Directors may, if they think fit, receive from any members willing to advance the same all or any part of the monies uncalled and unpaid upon any shares held by them and upon all or any of the moneys so advanced may [until the same would but for such advance become presently payable] pay interest at such rate [not exceeding without the sanction of

the company in general meeting, eight percent as may be agreed upon between the member paying the sum in advance and the Directors.

### TRANSFER AND TRANSMISSION OF SHARES

18. Subject to the conditions hereinafter contained, shares in the company shall be transferable by written instrument in the common form signed by both the transferor and the transferee, and the former shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register of members in respect thereof.
19. Save as hereinafter provided, the Directors may in their absolute discretion decline to register any transfer of shares to a person of whom they do not approve not being already a member of the company and may also decline to register any transfer of share on which the company has a lien. The Directors may also suspend the registration of transfers during the period of thirty days immediately preceding the General Meeting in each year. The Directors may also decline to recognize any instrument of transfer unless:-
  - [a] A fee not exceeding an amount paid for stamp duty is paid to the company in respect thereof; and
  - [b] The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.
20. If the Directors refuse to register a transfer of any shares they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of their refusal.
21. The personal representative or assignee or trustee of a deceased sole holder of a share shall be the only persons recognized by the company as having any title to the shares. In the case of a share being registered in the names of two or more holders, the survivors, or survivor, or the personal representative of the deceased's survivor, shall be the only persons recognized by the company as having any title to the share.
22. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall upon such evidence being produced as may from time to time be required by the Directors, have the right, either to be registered as a member in respect of the share or, instead of being registered himself to make such transfer of the share as the deceased or bankrupt person could have to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or the share by deceased or bankrupt person before the death or bankruptcy.
23. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled

if he were registered as a member in respect of the share and shall be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company.

24. Save as in hereinafter provided, no shares in the company shall be transferred otherwise than to a person who is already a member of the company until the rights of preemption hereby conferred shall have been exhausted, that is to say:-
- [a] Every member or other person referred to in article 23 hereof who intends to transfer shares [hereinafter called "**the Vendor**"] shall give notice in writing to the Board of Directors ["Board"] his intention to do so. Such notice shall constitute the Board or his agent for the sale of the said shares in one or more lots at the discretion of the Board to members of the company at a price to be agreed upon by the Vendor and the Board or in default of agreement, at a price which the auditor of the company for the time being shall certify in writing under his hand, to be in his opinion, the fair selling value thereof as between a willing vendor and a willing purchaser.
  - [b] Upon the price being fixed as aforesaid, the Board shall forthwith give notice to all the members of the shares to be sold and invite each of them to state in writing within forty five days from the date of the said notice whether he is willing to purchase any, and if so what maximum number of the said shares.
  - [c] At the expiration of the said forty five days, the Board shall allocate the said shares to or amongst the member or members who shall have expressed his or their willingness to purchase as aforesaid and [if more than one] so far as may be pro-rata according to the number of shares already held by them respectively **PROVIDED THAT** no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid.
  - [d] Upon such allocation being made the vendor shall be bound on payment of the said price to transfer the shares to the purchaser or purchasers. If he makes default in so doing the Chairman for the time being of the Directors of the company or failing him, one of the Directors duly nominated by resolution of the Board for that purpose shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor a transfer of the shares to the purchasing member and the Board may receive and give a good discharge for the purchase money on behalf of the register of members as holder of any shares purchased by him.
25. In the event of the whole of any lot of shares offered by the Board as provided by Article 25 hereof not being sold in manner by the Article provided, the Vendor may at any time within six calendar months after the expiration of the said period of forty five days after the date of the notice given by the Board to the member, transfer the shares not so sold to any person [subject to Article 20] and at any price.

26. The provision of Article 20, 23, and 25 hereof notwithstanding, any share held by a deceased member may be transferred at any time by such deceased member's executor or administrator to his heirs **PROVIDED THAT** such heirs are the deceased member's wife or assignee, ascendant or descendant.

#### FORFEITURE OF SHARES

27. If a member fails to pay any call or installment of a call on the day at any time thereafter during such time as any part of such call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid together with any interest which may have accrued.
28. The notice shall name a further day **[not earlier than the expiration of forty five days from the day of the notice]** on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited.
29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter and before the payment required by the notice has been made be declared forfeited by the Board, and such forfeiture shall extend to any dividends in respect of any shares so forfeited not actually paid at the date of the said notice.
30. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
31. A person whose shares have been forfeited shall cease to be the owner of the forfeited shares, but shall, notwithstanding, remain liable to pay the company all monies which, at the date of the forfeiture, were presently payable by him to the company in respect of the shares, but his liability shall cease if and when the company receives payment in full of the nominal amount of the shares.
32. A statutory declaration in writing that the declarant is a Director of the company, and that a share in the company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the shares and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the transaction in reference to the forfeiture, sale or disposal of the shares.
33. The provision of these articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of share, becomes payable at a fixed time whether on

account of the amount of the share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### ALTERATION OF CAPITAL

- 34 The company may from time to time by special resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
35. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of share capital, all new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notice from the company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the company. The Directors may likewise so dispose of any new shares which **[by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares]** cannot, in the opinion of the Directors, be conveniently offered under this Articles.
36. The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, and forfeiture and otherwise as the shares in the original share capital.
- 37 The company may by ordinary resolution: -
- [a] consolidate and divide all or any of its share capital into shares or larger amount than its existing shares;
  - [b] sub-divide its existing shares, or any of them into shares of smaller amount than is fixed by the memorandum of association, subject, nevertheless, to the provisions of section 65[1][d] of the Act;
  - [c] Cancel any shares which, at the date of the passing of the resolution have been taken or agreed to be taken by any person.
- 38 The company may, by special resolution, reduce its share capital in any manner and with, and subject to, any incident authorized, and consent required, by law.

#### GENERAL MEETINGS

- 39 A general meeting shall be held once in every calendar year at such time [not being more than fifteen months after the holding of the last preceding general meeting] 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.


40. All general meetings other than the Annual General meeting shall be called extra ordinary general meeting.
41. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by the Companies Act [Cap 212].

#### NOTICE OF GENERAL MEETINGS

42. Subject to the provisions of Companies Act [Cap 212] relating to special resolutions, twenty-one days notice at the least **[exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given]** specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business shall be given in the manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the company in general meeting, to such persons as are, under the regulations of the company, entitled to receive such notice from the company; but with the consent of all the members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.
43. 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.

#### PROCEEDINGS AT GENERAL MEETING

44. 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.
45. 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; save as herein otherwise provided two members present in person or by proxy shall be a quorum.
46. 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, 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.

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47. The chairman, if any, of the Board of Directors shall preside as Chairman at every general meeting of the company.
  48. 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.
  49. 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.
  50. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands and a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost shall be conclusive evidence of the fact.
  51. An ordinary resolution of the company determined on without any general meeting and evidenced by writing under the hands of all the Directors or a sole Director and of members of the company holding in the aggregate three-fourths of the issued shares of the company shall be as valid and effectual as an ordinary resolution duly passed at a general meeting of the company.
  52. Any company which is a member of the company may by a resolution of its directors or other governing body authorize such a person as it thinks fit to act as its representative at any meeting of the company and the person so authorized shall be entitled to exercise the same powers on behalf of the company as it could exercise if it were an individual member of the company.

#### VOTES OF MEMBERS

53. On a show of hands every member present in person, by his proxy or authorized representative shall have one vote. On a poll every member shall have one vote for each share of which he is the holder.
54. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for that purpose seniority shall be determined by the order in which the names stand in the register of members.
55. A member of *unsound mind*, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, or *curator bonis*, or other person in the nature of a committee, or *curator bonis*,

appointed by the court, and any such committee, *curator bonis*, or other person may, on a poll, vote by proxy.

56. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
57. On a poll votes may be given either personally or by proxy.
58. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or if the appointer is a corporation, either under the common seal or under the hand of an officer or attorney so authorized.
59. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a naturally certified copy of that power or authority shall be deposited at the registered office of the company not less than forty-eight hours before the time for holding the meeting, or adjourned meeting, or taking of the poll at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
60. An instrument appointing a proxy may be in the following form, or in any other form, which the Directors shall approve.

**“KAI NEW INVESTMENT COMPANY LIMITED”**

I \_\_\_\_\_ being a member of KAI NEW INVESTMENT COMPANY LIMITED do hereby appoint \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote for me and on my behalf at the Annual/Extraordinary General Meeting of the company to be held on the \_\_\_ day of \_\_\_\_\_, 20... and at any adjournment thereof.

Signed this ..... day of ....., 20....

“ [Signature of Member]”

61. Any corporation which is a member of the company may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the company and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that Corporation could exercise if it were an individual member of the company.

**BOARD OF DIRECTORS**

[b] The following persons shall be the first Directors of the company: -

1. **XU PING;**
2. **WU DEFA;** and
3. **XU ZHIHENG.**

63. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting.
64. In addition to their usual remuneration the Directors shall also be paid such traveling, hotel and other expenses as may reasonably be incurred by them in the execution of their duties, including any such expenses incurred in connection with their attendance at meetings of Directors.
65. Any Director may at any time appoint any person approved by the Directors to be an alternate Director of the company, and may at any time remove any alternate Director so appointed by him from office and subject to such approval as aforesaid, appoint another alternate. An alternate shall be entitled to attend and vote as a Director at any meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as Director in the absence of such appointor as Director in the absence of such appointer. An alternate Director shall also cease to be an alternate Director if his appointer ceases for any reason to be a Director. All appointments and removal of alternate Directors shall be effected by notice in writing under the hand of the Director making or revoking such appointment sent to or left at the registered office. An alternate Director shall be an officer of the company and shall alone be responsible to the company for his own acts and defaults, and he shall not be deemed to be the agent of the Director appointing him. The remuneration of any such alternate Director shall consist of such part [if any] of the remuneration payable to the Director appointing him as shall be agreed between the alternate Director and that Director.
66. On such appointment being made, the alternate Director shall, except as regards remuneration, be subject in all respects to the terms and conditions existing with reference to the other Director, and each alternate Director, while acting in the place of an absent Director, shall enjoy all the rights of and exercise and discharge all the duties of the Directors he represents.

#### **BORROWING POWERS**

67. 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 party

#### **POWERS AND DUTIES OF DIRECTORS**

- 68 The business of the company shall be managed by the Directors, who may pay all expenses incurred in getting up and registering the company, and may exercise all such powers of the company as are not, by the ordinance, or by these articles, required to be exercised by the company in general meeting, subject nevertheless to any regulation of these articles to the provisions of the ordinance, and to such regulations, being not inconsistent with the aforesaid regulations 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.
69. 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**] that they may think fit but the exercise of all powers by the managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time impose, and the said powers may at any time be withdrawn, revoked or varied.
70. The board of Directors shall cause minutes to be made in books provided for the purpose:-
- [a] of all appointments of officers made by the Directors;
  - [b] of the names of the Directors present at each meeting of the Directors and of any committee of the Directors.
  - [c] of all resolutions and proceedings at all meetings of the company and of the Directors and of committee of Directors; and every Director present at any meeting of Directors or committee of directors shall sign his name in a book to be kept for that purpose.

#### **DISQUALIFICATION OF DIRECTORS**

- 71 The office of a Director shall be vacated in any of the following events, namely:-
- [a] If he resigns by writing under his hand left at the office;
  - [b] If he becomes insolvent or assigns his estate for the benefit of his creditors or suspends payment or compounds with his creditors.
  - [c] If he found lunatic or becomes of unsound mind;
  - [d] If he shall pursuant to the provisions of the Act be prohibited from acting as a director.

#### **PROCEEDINGS OF DIRECTORS**

- 72 The directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided

by a majority of votes. In case of an equality of votes the Chairman shall have a second vote.

73. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and, unless so fixed, shall be four Directors present either personally or by their alternate.
74. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these articles as the quorum of Directors, the continuing Directors/Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the company, but for no other purpose.
75. If at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the same, the remaining Directors can appoint one among their number to be Chairman of the meeting.
76. The Directors may delegate any of their powers to committees consisting of such member of their body as they think fit and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Directors.
77. A committee may elect a Chairman of their meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their numbers to be Chairman of the meeting.
78. A committee may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the matter in question shall be referred to the Board of Directors.
79. All acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
80. A resolution in writing signed by all the Directors or by all the members of a committee for the time being shall be as valid and effectual as resolution passed at a meeting of the Directors, or as the case may be, of such committee duly called and constituted. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors documents in like form each signed by one or more of the Directors or members of the committee concerned.

**SECRETARY**

- 81 The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary appointed may be removed by them.
- 82 A Company Secretary may double as a company director.
- 83 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.

#### DIVIDENDS AND RESERVE

- 84 The company in General Meeting may declare dividends but no dividends shall exceed the amount recommended by the Directors.
- 85 The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profit of the company.
- 86 No dividend shall be paid otherwise than out of profits.
- 87 Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid on the shares, but if and so long as nothing is paid up on any of the shares in the company dividends may be declared and paid according to the amounts of the shares. No amount paid on a share in advance of calls shall, while carrying interest, be treated for the purpose of this article as paid on the share.
- 88 The Directors may, before recommending any dividends, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the company or be invested in such investments **[other than shares of the company]** as the Directors may from time to time think fit.
- 89 Any dividends may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto or in the case of joint holders to any one of such joint holders at the registered address or to such person and such address as the member or person entitled or such joint holders, as the case may be, may direct. Every such cheque or warrant shall be made payable to the order of the person as the member or person entitled or such joint holders, as the case may be, may direct.
- 90 No dividend shall bear interest against the company.

## CAPITALISATION OF RESERVES

91.

- [a] The company in general Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full un-issued shares or debentures of the company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid or partly in the one way, and partly in the other, and the Directors shall give effect to such resolution; **PROVIDED THAT** a share premium account and a capital redemption reserve fund may, for the purpose of this article, only be applied in the paying up of un-issued shares to be issued to members of the company is fully paid bonus shares.
- [b] Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full powers to the Directors to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all the members entitled thereto onto an agreement with the company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalization, or [as the case may require] for the payment up by the company on their behalf, by the profits resolved thereto of their respective proportions of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

## ACCOUNTS

- 92 The Directors shall cause proper books of account to be kept with respect to:-
- [a] all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place;
- [b] all sales and purchase of goods by the company; and
- [c] the assets and liabilities of the company.

Proper books of account means such as are necessary to give a true and fair view of the state of the company's affairs and to explain its transactions.

93. The books of account shall be kept at the registered office of the company, or at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors.
94. The Directors shall from time to time determine whether and not what and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being Directors and no member **[not being a Director]** shall have any right of inspecting any account or books or document of the company except as conferred by statute or authorized by the Directors or by the company in general meeting.
95. The Directors shall from time to time in accordance with the Companies Act [Cap 212] or any statutory modification thereof for the time being in force, cause to be prepared and to be placed before the company in general meeting such profit and loss accounts, balance sheets and reports as are referred to in that section.
96. The profit and loss account shall show, arrange under the most convenient heads, the amount of gross income distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expenses of the establishment, salaries and other like matters. Every item of expenditure fairly chargeable against the year's income shall be brought into the account so that a just balance of profit and loss may be laid before the meeting, and, in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated, with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.
97. A copy of every balance sheet [including every document required by law to be annexed thereto] which is to be laid before the company in general meeting, together with a copy of the auditor's report, shall not less than seven days before the date of the meeting be sent to every member of, and every holder of debentures of the company **PROVIDED THAT** this regulation shall not require a copy of those documents to be sent to any person of whose address the company is not aware or to more than one of joint holders of any shares or debentures.

#### AUDIT

98. The company shall at each Annual General Meeting appoint an Auditor or Auditors to hold office until the next Annual General Meeting.
99. A person or corporation other than the retiring Auditor shall not be capable of being appointed Auditor at an Annual General Meeting unless notice of an intention to nominate that person or corporation to the office of Auditor has been given by a member to the

company not less than fourteen days before the Annual General Meeting and the company shall send such notice to the retiring Auditor and shall give notice thereof to the members not less than seven days before the Annual General Meeting.

100. The remuneration of the Auditors shall be fixed by the company in General Meeting.
101. The Auditors shall be entitled to attend any general meeting of the company at which any accounts which have been examined or reported on by them are to be laid before the company and to make any statement or explanation they desire with respect to the accounts

#### NOTICE

102. A notice may be given by the company to any member either personally or by sending it by post to him or to his registered address, if any, supplied by him to the company for the giving of notice to him.
103. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting **[by airmail if airmail services are available]** a letter containing the notice, and, unless the contrary is proved, to have been effected seven days after its dispatch if addressed to a destination within Tanzania and fourteen days after its dispatch in other cases.
104. A notice may be given by the company to the joint holders of a share by giving notice to joint holder named first in the register in respect of the share.
105. Notice of every general meeting shall be given in some manner hereinbefore authorized to every member of the company except those who **[having no registered address]** have not supplied to the company an address for the giving of notices to them. No other person shall be entitled to receive notice of general meetings

#### THE SEAL

106. The Seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Directors and in the presence of at least two Directors or a Director and the secretary or such other person as the Directors may appoint for the purpose and those two Directors or Director and the secretary or other person as aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.


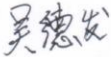
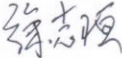
#### WINDING UP

107. If the company shall be wound up the liquidator may, subject to the provisions of the Companies Act [Cap 212] and with the sanction of an extraordinary resolution of the company and having due regard to the respective rights of the holders of different classes of shares to which special rights are attached, 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 deems fair upon any property to be divided as aforesaid and may

determine how such 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 think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.


**INDEMNITY**

108 Every Director, agent, auditors, 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 in such capacity and proceeding, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBER
4. XU PING, Businessman, P.O. Box 77128, Dar es Salaam	320,000	
5. WU DEFA, Businessman P. O. Box 77128, Dar es Salaam	240,000	
6. XU ZHIHENG Businessman P. O. Box 77128 Dar es Salaam	240,000	

Dated at Dar es Salaam this 10<sup>th</sup> day of July 2024

Witness to the above signatures: -

Name: JOSEPH PIUS ASSENGA  
 Signature:   
 Postal Address: P.O. BOX 70631 DAR ES SALAAM  
 Qualification: ADVOCATE & NOTARY PUBLIC

