

**THE COMPANIES ACT (CAP. 212)**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**ZHONGJI NEW ENERGY COMPANY LIMITED**

**DRAWN BY:**

**LU HONGBING (SUBSCRIBER)**

**P.O.BOX 1000**

**PWANI**

THE COMPANIES ACT (CAP. 212)  
PRIVATE COMPANY LIMITED BY SHARES

**Memorandum of Association  
of**



**ZHONGJI NEW ENERGY COMPANY LIMITED**

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1. The name of the Company is **Zhongji New Energy Company Limited**
2. The registered office of the Company will be situated on the mainland of the United Republic of Tanzania.
3. The objects for which the company is established are:
  - a. To establish and operate liquefaction plants that process natural gas and produce liquefied natural gas for transportation.
  - b. To construct and manage Liquefied natural gas refueling and distribution stations in different parties of the country.
  - c. To develop necessary infrastructure, including pipelines and terminals, to support the transportation and distribution of Liquefied Natural Gas.
  - d. To contribute to the green development of the country by promoting liquefied natural gas as a cleaner alternative to diesel, thereby supporting global environmental protection efforts.
  - e. Installation of Industrial machine and equipment
  - f. Manufacture of the gas, Distribution of gaseous fuel through mains.
  - g. Other transportation support activities
  - h. Wholesale of other machinery and equipment
  - i. Wholesale of solid, liquid and gaseous fuels and related products
  - j. Retail sale of automotive fuel in specialized stores
  - k. Other retail sale not in stores, stalls or markets
  - l. -Non-specialized wholesale trade
  - m. Other retail sale in non-specialized stores
  - n. To do all such other things as are incidental or conducive to the attainment of the above objects.
4. The liability of the members is limited.
5. The share capital of the company is Tanzania **Shilling Five Billion** (Tshs. 5,000,000,000) divided into 10000 ordinary shares of Tshs. 500,000.00/= each with power to increase or

reduce the capital, to consolidate or sub-divide the shares into shares of larger or smaller amount and to issue all or any part of the said capital.

We, the several persons whose names addresses and description 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.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURES OF THE SUBSCRIBERS
<p>SHANXI RENDAXIN TRADING CO., LTD</p> <p>Xuming Commercial and Trade, Wenxi Country, Chucheng Town, China.</p>	<p>9900</p>	 <p>Director: ZONG</p> <p>牛一丹</p> <p>.....</p> <p>Director NIU YI DAN</p>
<p>LU HONG BING</p> <p>Region Pwani, District Mkuranga, Ward Mkuranga, Postal code 61501, Pwani Region, Mkuranga District, Mkuranga Ward, Msufini Kidete Street, Postal Code 61501 Near TPDS Gas pipeline station.</p> <p>P.O.Box 1000 PWANI</p>	<p>100</p>	

Dated this 07TH DAY OF April 2025

**WITNESS** to the above Signatures: -

Name: NEEMA NKANE

Signature: .....  
*Neema*

Postal Address: 13811 DAR ES SALAAM

Qualification: Advocate



**THE COMPANIES ACT (CAP 212)**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**ZHONGJI NEW ENERGY COMPANY LIMITED**

1. In these regulations: -

“The ordinance” means the companies ordinary (Cap.212). When any provision of the ordinance is referred to, the reference is to that provision as modified by any law for the time being in force.

Unless the context otherwise requires, expressions defined in the ordinary or any statutory modifications thereof in force at the date at which these regulations become binding on the company, shall have the meaning so defined.

2. The regulation in Table “A” in the first schedule to the Companies Ordinance (Cap.212) shall not apply to this company except so far as the same are repeated or contained in these articles.

**WORDS**

**MEANINGS**

<b>The Ordinance</b>	The Companies Ordinance (Cap 212), and every other enactment for the time being in force concerning companies and affecting the Company.
<b>These Presents</b>	These Articles of Association, as now framed, or as from time to time altered by Special Resolution.
<b>Office</b>	The Registered Office of the Company.
<b>Seal</b>	The Common Seal of the Company.
<b>Month</b>	Calendar month.
<b>Year</b>	Calendar year.

**Writing** Unless the contrary intention appears, “**writing**” shall be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

**Dividend** Dividend and/or bonus.

The expressions “Debenture” and “Debenture holder” shall include “Debenture Stock” and “Debenture Stockholder”, and the expression “Secretary” shall include a temporary or assistant Secretary and any appointed by the Directors to perform any of the duties of the Secretary.

Save as aforesaid any words or expressions defined in the Ordinance shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

The marginal notes are inserted for convenience only and shall not affect the construction of these presents.

Words importing the singular number only shall include the plural and the converse shall also apply.

Words importing males shall include females.

3. The company is a private company and accordingly the following provisions shall have effect: -
  - (a) The company shall not offer any of its shares or debentures to the public for subscription.
  - (b) The members of the company (exclusive of persons in the employment of the company and persons, who, having been formerly in the employment of the company were while in that employment and have continued after the termination of that employment; to be member of the company) shall not at any time exceed fifty.
  - (c) Any invitation to the public to subscribe for any shares or debenture of the Company is prohibited;
  - (d) The company shall not have power to issue share warrants to bearer.

## **SHARE CAPITAL**

4. The Share Capital of the Company at the date of registration of these Articles is **Tanzanian Shilling Five Billion (Tzs. 5,000,000,000/=)** divided into 10000 shares of **Tanzanian Shillings Five Hundred Thousand 500,000.00** each.

#### **RIGHTS OF SHAREHOLDERS**

5. 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 holder of existing shares, any share may be issued with such preferred, deferred or other special rights of such restrictions, whether in regard to dividend, voting, return of the share capital or otherwise, as the company may from time to time by special resolution determine, and any preference share may, with the sanction of a special resolution be issued on the terms that it is, or at the option of the company is liable to be redeemed.
6. If any shares stands in the names of two or more persons, the first named in the register shall, as regards voting at meetings, receipts of dividends, services of notices and documents, and all or any part other matters connected with the company's lien thereon, and the payment of money in the nature of a return of capital, be deemed the sole holder.
7. The company shall not be bound to recognize any equitable contingent future or partial interest in any right in respect to a share other than any absolute right thereto in the person or persons from time to time registered as the holder or holders thereof and the Directors shall be at liberty at their sole discretion by a majority vote to register any share in the joint names of any two or more persons who may have interest therein.

#### **MODIFICATION OF RIGHTS**

8. All or any of the rights or privileges belonging to any of shares forming part of the capital for the time being of the company may be affected, modified, varied or abrogated in any manner with the consent in writing of the holders of not less than three-fourths of the issued share of that class or with the sanction of any extraordinary resolution passed at a separate general meeting of member of that class. To any such separate meeting all the provision of these Articles relating to general meeting or to the proceeding thereat shall mutatis mutandis apply, but so that the necessary quorum shall be members of the class holding or representing by proxy three-fourths of the capital issued of the class and that holders of the shares of the class shall on the poll have one vote in respect of every share of the class held by them respectively and that if at any adjourned meeting of such holders a quorum as above defined be not present, these members who are present shall constitute a quorum.

## **CERTIFICATES**

9. Every person whose name is entered as a member in the register of members shall without payment be entitled to a certificate under a seal of the company specifying the share or shares held by him and amount 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 of a share to one of several joint holders shall be sufficient delivery to all such holders.
10. 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 is as to evidence and indemnity as the Directors may think fit.

## **LOANS BY THE COMPANY**

11. No part of the funds of the company shall directly or indirectly be employed in the purchase of or in loans upon the security of the company's shares, but nothing in this regulation shall prohibit transactions mentioned in the proviso to section 46 (1) of the Ordinance.

## **LIEN**

12. The company shall have a first and paramount lien upon all shares (whether full paid or not) registered in the name of any member, either alone or jointly with any person, for the debts liabilities and engagements, whether solely or jointly with any other person, to or with the company, whether the period for payment, fulfillment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may at any time declare any share to exempt, wholly or partially from the provisions of the Articles.
13. The Company may sell the shares subject to any such lien at such time or times and in such manner as the Directors think fit, but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable or the liability or engagement, in respect of which such lien exists is liable to be presently fulfilled or discharged until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfillment or discharge thereof and giving notice of intention to sell in default shall have been served on such member or person (if any) entitled by transmission to the shares and default in payment, fulfillment or discharge shall have been made by him or them for Thirty days after such notice.

14. The net proceeds of such sale after payment of the cost of such sale shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable and any residue shall (subject to alike lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of sale.
15. Upon any such sale as aforesaid the Directors may authorize some persons to transfer the shares sold to the purchaser and may enter the purchaser's name in the register as holders of the shares, and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

### **CALLS ON SHARES**

16. The Directors may from time to time make calls upon the members in respect of any moneys (whether on account of the amount of the shares or by way of premium) unpaid on their shares, provided that, (except as otherwise fixed by the conditions of application or allotment) no call on any share shall exceed one-fourth of the nominal amount of the shares or be payable at less than fourteen days from the last call, and each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) 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.
17. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed. A call may be made payable by installments.
18. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
19. If a sum called in respect of a share is not paid before or on the days appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at such rate not exceeding Ten Percent (10%) per annum, as the Directors may determine from the date 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 wholly or in part.
20. The provision of these articles as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the share or by way of a premium, as if the share has become payable by virtue of a call made and notified.

21. The Directors from time to time may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the time of payment.
22. The Directors may authorize the payment of any sum due by a member in respect of his share by such installments and upon such terms as to interest or otherwise as they determine.
23. 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 money so advanced may (until the same would, but for such advance, become presently payable) pay interest at such a rate as may be agreed upon between the member paying the sum in advance and the Directors.
24. No member shall be entitled to receive any dividend or to exercise any privilege as a member until he shall have paid all calls for the time being due and payable on every share held by him whether alone or jointly with any other person together with interest and expenses (if any).

#### **TRANSFER AND TRANSMISSION OF SHARES**

25. The Directors may at their own absolute and uncontrolled discretion and without assigning any reason thereof decline to register any transfer of shares to a person of whom they do not approve and they may also decline to register any transfer of shares on which the company has a lien. The Directors may also suspend the registration of transfers during the fourteen days preceding the Ordinary General Meeting in each year and at such other time as the Directors may direct, not exceeding in all thirty days in each year.

The Directors may decline to recognize any instrument of transfer unless:

- (a) Such fee, as the Director may from time to time require, is paid to the Company in respect thereof: and
- (b) The instrument of transfer is deposited at the Office or such other place as the Director may appoint, 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 transfer or to make transfer.

If the Directors refuse to register any share they shall within two months after the date on which the transfer was lodged with the Company send to the transfer notice of such refusal.

26. Shares shall be transferred in the following form, or in any usual or common form, which the Directors shall approve.

I, ..... of ..... in consideration of the sum of Tzs ..... paid to me by ..... of ..... (hereinafter called the said transferee) do hereby transfer to the said transferee the share (or shares) Number in the undertaking called **ZHONGJI NEW ENERGY COMPANY LIMITED** ...to hold unto the said transferee subject to the several conditions on which I hold the same; and I the transferee do hereby agree to take the said share (or shares) subject to the conditions aforesaid. AS WITNESS our hands the day of .....20 ..... witness to the signature, of, etc.

26. The executors or administrators of a deceased member (not being one of the several joint holders) shall be the only persons recognized by the Company as having any title to the share registered in the name of such member, and in case of the death of any one or more of the joint registered holder of any registered holder of any registered shares, the survivor or the legal personal representative of the deceased survivor shall be the only person recognized by the Company as having any title to or interest in such shares.
27. 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 to be either registered as a member in respect of the share or, instead of being registered himself to make such transfer of the shares as the deceased or bankrupt person could have made; but the Directors shall in either case, have the right to suspend registration as they would have in the case of transfer of a share by the deceased or bankrupt person before the death or bankruptcy.
28. The Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee, as if he were the transferee named in an ordinary transfer presented for registration.

#### **FORFEITURE OF SHARES**

29. If a member fails to pay the whole or any part of any call or installment of a call on the day appointed for payment thereof, the Directors may at any time thereafter during such time as part of such call or installment remain 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 and all expenses which may have been incurred by the Company by reasons of such non-payment.

30. The notice shall name a further date (not earlier than the expiration of fourteen days from the date 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.
31. 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 time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before forfeiture.
32. A forfeited share may be sold or otherwise disposed on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
33. A person whose shares has been forfeited shall cease to be a member in respect of the forfeited shares, but shall notwithstanding, remain liable to pay to the Company all moneys which at the date of forfeiture were presently; payable by him to the company in respect of shares, but his liability shall cease if and when the Company receives payment in full of the nominal amount of shares.
34. 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 in 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 thereupon be registered as the holder of the share, and shall not be bound to the application of the purchase money, if any or shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
35. The provision of these regulations as to the forfeiture shall apply in the case of non-payment of sum which by the terms of issue of a share become 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**

36. 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.
37. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto and subject to such conditions and restriction as the General Meeting resolution upon the creation of such new shares may be issued with preferential or qualified rights to dividends and in the distribution of the assets of the Company with a special or without any right of voting.
38. Company in General Meeting may, before the issue of any new share, determine that the same, or any of them shall be offered in the first instance, and either at par or of at a premium, to all the holders of any class of shares in proportion to the amount capital held by them, or make any other provisions as to the issued and allotment of the new shares, but in default of any such determination or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the original capital.
39. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital and shall subject to the provisions herein contained with reference the payment of calls and installments control transfer and transmission, forfeiture, lien surrender and otherwise.
40. 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.
  - (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 51 (i) (d) of the Ordinance), and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares.
  - (c) Cancel any shares, which at the date of passing of the resolution, have not been taken, or agreed to be taken by any person, and diminish the amount of its capital by the amount of the shares so cancelled.

- (d) Reduce its Capital or any Capital Redemption Reserve fund or any share premium account in any manner authorised by the Ordinance.

### **BORROWING POWERS**

- 41. The Directors may from time to time, at their discretion borrow, or secure the payment of any sum or sums of money for the purpose of the company provided that the Directors shall not, without the sanction of a General Meeting of the Company and then outstanding exceed the amount of capital for the time being of the company. Nevertheless no lender or other person dealing with the company shall be concerned to see or inquire whether this limit is observed.
- 42. The Directors may raise or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds, perpetual or redeemable debenture or debenture stock, or any mortgage, charge or other security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.
- 43. The Directors shall cause a proper register to be kept in accordance with section 88 of the ordinance of all mortgage and charge specifically affecting the property of the company; and duly comply with the requirements of section 79 of the ordinance in regard to the requisition of mortgage and charges therein specified or otherwise.

### **GENERAL MEETING**

- 44. A general meeting shall be once at least 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 prescribed by the company in general meeting, or in default at such time in the third month following that in which the anniversary of the company's incorporation occurs, and at such place, as the Directors shall appoint. In default of a general meeting so held, a general meeting shall be held in the month next following and may be convened by any two members in the same manner as nearly as possible as that in which meeting are to be convened by the directors.
- 45. The above-mentioned general meetings shall be called ordinary general meetings; all other general meetings shall be called extraordinary general meetings.
- 46. The directors may, if they think fit, convene an Extraordinary General Meeting, and extraordinary general meeting shall be convened on such requisition, or in default, may be convened by such requisition as provided section 14 of the

ordinance. If at any time they are not within Tanzania sufficient Directors capable of acting to form a quorum, any director or any two members of the company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meeting may be convened by the Directors.

#### **NOTICE OF GENERAL MEETINGS**

47. All meetings of Members shall be called by twenty-one days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and exclusive of the days for which it is given, and shall specify the place, the day, and the hour of meeting, and in case of special business, the general nature of such business (and in case of a meeting convened for passing a Special Resolution, the intention to propose such resolution as a Special Resolution), and shall be given in manner hereinafter mentioned to such personas as are, under the provisions herein contained, entitled to receive notices from the Company. With the consent in writing of all Members, entitled to receive notices from the Company a meeting may be convened by a shorter notice and in such manner as such Member may think fit.
48. The accidental omission to give notice of any meeting to or the non- receipt of any such notice by any of the members shall not invalidate any resolution passed at such meeting.

#### **PROCEEDING AT GENERAL MEETING**

49. All business shall be deemed special, that is, transacted at an extraordinary meeting, and also all business that is transacted at an Annual General Meeting, with the exception of declaring dividends, the reading and consideration of the accounts, balance sheets and the ordinary report of the Directors and documents required to be annexed to the balance sheet, the election of Directors and appointment of Auditors and other officials in the place of those retiring by rotation or otherwise, the fixing of the remuneration of the Auditors and voting of remuneration or extra remuneration to the Directors.
50. 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, four members personally present or by proxy shall be a quorum.
51. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened, upon such requisition as aforesaid, shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week, at the time and place as the directors may by notice to the

shareholders appoint. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members who are present personally shall be quorum, and may transact the business for which meeting was called.

52. The chairman of the Board of Directors, or on his absence the deputy chairman (if any shall be entitled to take the chair at every general meeting. If there be no chairman or deputy chairman, or if at any meeting shall not be present within fifteen minutes after the time appointed for holding such meeting, or is unwillingly to act, the directors to be the chairman and no directors present be willing to take the chair, shall choose one of their member to be chairman.
53. The chairman of a general meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but on business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
54. Every question submitted to a meeting shall be decided, in the first instance, by a show of hands, shall, both on show of hands and on a poll, have a casting vote in addition to the vote or votes to which they may be entitled as a member.
55. At any general meeting, unless a poll is demanded by the chairman or by at least four members present and entitled to vote at the meeting holding or representing by proxy or entitled to vote in respect of at least ten shares, a declaration by the chairman that the resolution has been carried, or carried by a particular majority and an entry to that effect in the book of proceedings to the company shall be conclusive evidence of the fact without proof of such resolution.
56. If a poll is demanded as aforesaid, it shall be taken in such manner and such time and place as the chairman of the meeting directs and either at once, or after an interval or adjournment, or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote, the chairman shall determine the same and such determination made in good faith shall be final and conclusive.
57. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question of which the poll has been demanded. No poll shall be demanded on the election of a chairman of a meeting, and a poll demanded on a question of adjournment shall be taken at the meeting without adjournment.

## RESOLUTION WITHOUT MEETING

58. A resolution determined without any meeting of the directors and evidenced by the assenting signature under the hands of the majority of the directors, shall be as valid and effectual as a resolution duly passed at the meeting of the directors. The resolution shall be submitted to each director in Tanzania for his approval or dissent.
59. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall constitute a quorum.
60. A Director may at any time, and the secretary, upon the request of a Director shall convene a meeting of the directors. A Director who is to be at any time in East Africa shall not during such time be entitled to notice of any such meeting.
61. Any Director who is absent from Tanzania or about to leave Tanzania is to appoint any duly qualified member of the company (not being already a Director of the company) who is approved by the majority of the Directors to be alternate or substituted Director during such period (not exceeding six months) as he is so absent. The appointee, whilst he holds office as an alternate Director shall be entitled to notice of the meeting of the Directors and to attend and vote thereat as a Director, but he shall not require any share qualification, and shall not be entitled to remuneration otherwise than out of remuneration of the Director appointing him. Any appointment so made may be revoked at any time by the appointment or revoked at any time by the appointer or by the majority of the other Directors and any appointment or revocation under this clause shall be affected by notice in writing to be delivered to the secretary of the company.
62. Questions arising at any meeting shall be decided by majority of votes and in case of any equality of votes the Chairman shall have a second or casting vote.
63. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, and unless otherwise determined the Chairman shall be elected or if at any meeting the Chairman is not present within half an hour of the time appointed for holding the same, the Directors present shall choose someone of their number to be Chairman of such meeting.
64. A meeting of the directors of which a quorum present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the company for the time being vested in or exercisable by the directors generally.

65. All acts done by any meeting of the 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 such Director or person 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.

#### **VOTES OF MEMBERS**

66. On a show of hands every member present shall have one vote and upon a poll every member present or by proxy shall have one vote for every share held by him.
67. Any person entitled under the transmission clause to transfer any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the directors of his rights to transfer such shares, unless the directors shall have previously admitted his right to vote at such meeting in respect thereof.
68. Where there are joint registered holders of any share any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto; and if more than one of such joint holders be present at the meeting, personally, or by proxy, that one of the said persons, executors or administrators, of a deceased member in whose sole name any shares stand shall for the purpose of this clause be deemed joint holders thereof.
69. Votes may be given either personally or by proxy.
70. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing. No person shall be appointed a proxy who is not a member of the company and qualify to vote.
71. The instrument of appointing a proxy and the power of attorney or other authorities if any, under which it is signed or a notarial 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 at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
72. A vote given in accordance with the terms of an instrument of a proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or transfer of the shares in respect of which the vote is given, provided no

intimation in writing of the death, revocation or transfer shall have been received at the office or by the chairman of the meeting before the vote is given.

73. Every instrument of proxy, whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in the form or to the effect as following:

I ..... of ..... in the district of ..... being a member of hereby appoint.....of **ZHONGJI NEW ENERGY COMPANY LIMITED** as my proxy to vote for me and on my behalf at the (ordinary and extraordinary, as the case may be) general meeting of the company to be held on the ..... Day of .....and at any adjournment thereof. As witness my hand this ..... Day of.....

74. No member shall be entitled to be present, or to vote on any questions, either personally or by proxy for another member, at any general meeting, or upon a poll reckoned in a quorum whilst any call or other sum shall be due and payable to the company in respect of any of the shares of such member.

#### **BOARD OF DIRECTOR**

75. Unless and until otherwise determined by the Company in a General Meeting the number of directors shall not be less than **two** nor more than **seven**.
76. The name of the first directors shall be determined in writing by the subscribers, and until otherwise decided the first Directors shall be:

1. LU HONGBING
2. ZHANG HONGZHI

77. The Company in a General Meeting may fix the shareholding qualification for the Directors, and unless and until so fixed, no qualification shall be required.
78. The Directors shall have power at any meeting from time to time to appoint any other qualified person as a Director, either to fill a casual vacancy or as an addition to the board, but the total number of Directors shall not at any time exceed the maximum number fixed. But any Director so appointed shall hold office only until the next following ordinary general meeting of the company, and shall then be eligible for re- election.
79. The Company in General Meeting from time to time shall determine the remuneration of each of the directors. The Directors shall also be entitled to be prepaid all traveling expenses incurred by them respectively in or about the

performance of their duties as directors. If any Directors shall render any special duties or services outside his ordinary duty as the director, the Company may pay him special remuneration and such special remuneration may be by way of salary, commission, and participation in profits otherwise as may be arranged.

80. The continuing director may act notwithstanding any vacancy in their body, but if the member, falls below the minimum above fixed, the Directors shall not, except in emergencies or for the purpose of filling up vacancy, act so long as the number is below the minimum.

#### **POWER AND DISTRIBUTION OF DIRECTORS**

81. The management of the business Company shall be vested in the Directors, and the directors may exercise all such power and do all such acts and things as the company is by its Memorandum of Association or otherwise, authorized to exercise and do and are not hereby or by stature directed or required to be exercised or done by the company in general meeting, but subject nevertheless to the provision of the ordinance, and of these presents, and to any regulations not being inconsistent with presents, from time to time made by the Company in General Meeting; provided that no such regulation shall invalidate any prior act of the directors which would have been valid if such regulation had not been made.
82. The Directors of the Company shall have power from time to time to grant leases of and licenses to occupy the building of the company or parts thereof to any member or members of the Company and in each or any case to determine the terms and conditions upon which any such leases or licenses shall be granted.
83. The 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, and
  - (c) Of all resolutions, and proceeding at all meetings of the Company of the Directors, and of committee of Directors, and every Directors present at any meeting of directors or committee of Directors shall sign his name in a book to be kept for the purpose.

#### **DISQUALIFICATION OF DIRECTORS**

84. The office of the Director shall ipso facto vacated:
  - (a) If he becomes bankrupt or suspend payment or compound with his creditors; or

- (b) If he is found lunatic or becomes of unsound mind; or
- (c) If without the consent of the company he accepts or holds any other office or place of profit under the Company except that of Managing Director, Manager, Solicitor or Secretary; or
- (d) If he is concerned or interested in or participates in the profit of any contract with or work done for the Company but no Director shall vacate his office by reason of his being a member of any corporation which has entered into contracts with or done any work for his company or which is concerned in or participates in the profits of any contract with the company if he shall have declared the nature of his interest in manner required by section 150 of the ordinance. Nevertheless, he shall not vote in respect of any contract in which he is interested; or
- (e) If by notice in writing to the Company he resigns his office; or
- (f) If he is requested in writing by his co-directors to resign; or
- (g) If he becomes prohibited from being a Director by reason of any order made under section 213 and 269 of the ordinances.

#### **MANAGING DIRECTOR**

85. The Directors may from time to time appoint one or more of their body to the Managing Director or Managing Directors of the Company either for a fixed term or without any limitation as to the period for which he or they are to hold such office, and may from time to time (subject to the provision of any contract between him or them with the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places. A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation and he shall not be taken into account in determining the rotation of retirement of Directors or the number of Directors to retire, but subject to the provisions of any contract between him and the Company, he shall be subject to the same provisions as to resignation and removal as the other Directors of the Company and he shall ipso facto and immediately ceases to be a Managing Director if he ceases to hold the office of Director from any cause.

#### **RESERVED FUND**

86. The Directors may, before recommending any dividend set aside out of the profits of the Company, such sums as they think proper as a reserve fund to meet contingencies, or for equalising dividends, and for special dividends or for repairing, improving and maintaining any of the property of the Company, and for the other purposes as the Directors in their absolute discretion think conducive to the interests of the Company, and may invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit, and from time to time deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company, and may divide

the reserve fund into such special funds as they think fit and employ the reserve fund or any part thereof in the absolute discretion they think conducive to the interest of the Company, and may invest the several sums so set aside upon such investments (other than shares of the company as they think fit, and from time to time deal with and vary such investments, and dispose all or any part thereof for the benefit of the Company, and may divide the reserve fund into such special funds as they think fit and employ the reserve fund or any part thereof in the business of the Company and that without being bound to keep the same separate from other assets.

### **DIVIDENDS**

87. The profit of the Company subject to any special right relating thereto, created or authorized to be created by these presents, and subject to the provisions of these presents as to the reserve fund shall be divisible among the members in proportion to the amount of capital paid up on shares held by them respectively at the date of the declaration of the dividend.
88. Provided that where capital is paid up on any shares in advance of calls upon the footing that the same shall carry interest such capital shall not whilst carrying interest confer a right to participate in profits.
89. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profit, and may fix time for payment, or larger dividend shall be declared than is recommended by the directors, but the Company in General Meeting may declare a smaller dividend.
90. No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company.
91. The declaration of the Directors as to the amount of net profits of the Company shall be conclusive.
92. The Directors may from time to time pay to the members such interim dividends as in their judgement the position of the Company justifies.
93. The Directors may retain any dividend on which the Company has a lien, and may apply the same on or towards satisfaction of the debt, liabilities or engagements in respect of which the lien exist.
94. Any General Meeting declaring a dividend may make a call on the members on such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend, payable to him, if so that the call be made payable at the same time as the dividend, and the dividend if so arranged between the

Company and the member, be set off against the call. The making of a call under this clause shall be deemed ordinary business of an Ordinary General Meeting, which declares a dividend.

95. Any General Meeting declaring a dividend may resolve such dividend be paid wholly or part by the distribution of specific assets, and in particular of paid up shares, debentures or debenture stock of any Company or any one or more of such ways.
96. Any General Meeting may resolve that any money, investments or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or the hands of the Company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalized and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of such shareholders in paying up in full either at part or at such premium as the resolution may provide any unissued shares or debentures or debenture stock of the Company shall be distributed accordingly towards payment of the uncalled liability on any issued shares or debentures or debenture stock and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest and in the said capitalized sum.
97. For the purpose of giving effect to any resolution under the two last preceding articles the Directors may settle any difficulty that may arise in regard to the distribution as they think expedient, fix the value for distribution of any special assets and may determine that cash payment shall be made to any member upon the footing of any value so paid or that fractions of less value than shilling twenty may be disregarded in order to adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trusts for the person entitled to the dividend or capitalized funds as may be expedient to the Director. Where it is a requisite as under section 43 of the ordinance, the Directors may appoint any person to sign such contract on behalf of the person entitled to the dividend or capitalized fund, and such appointment shall be effective.
98. A transfer of shares shall not pass the right to any dividend declared, thereon, after such transfer was before the registration of the transfer.
99. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to transfer, until such person shall become a member in respect of such shares or shall duly transfer the same.

100. Anyone of several persons who are registered as the joint holders of any share may give effectual receipts for all dividends and payment on account of dividends in respect of such share.
101. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of member or person entitled or in the case of joint holders, to the registered address of that joint holding and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.
102. Notice of the declaration of any dividend whether interim or otherwise shall be given to the holders of registered stock in the manner herein provided.
103. The Directors for the benefit of the Company may forfeit all dividends unclaimed for one year after having been declared.

#### **THE SEAL**

104. The Seal of the Company shall not 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 and those Directors shall sign every instrument to which the seal and those Directors so affixed in their presence.

#### **ACCOUNT**

105. The Directors shall cause true account to be kept of the sums of money received and expended by the Company, and the manner in respect of which such receipt and expenditure takes place of all purchases and sales of properties, and of assets, credits and liabilities of the Company. The books of account shall be kept at the registered office of the Company or at such other place as the Directors think fit and shall at all times be open to inspection by the Directors.
106. At the Ordinary Meeting in every year, the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company made up to date not more than six months before the meeting, from the date up to which the last preceding account and balance sheet were made up, and in the case of the first account and balance sheet from the incorporation of the Company, and such balance sheet and account shall comply with the provisions of section 123 to 129 of the ordinance, but the Directors shall not be bound to disclose greater details of the result or the extent of the trading and transactions of the Company than they may deem expedient and if the Company has issued redeemable preference

shares of the Company shall comply with the provisions of section 47 of the ordinance.

107. Every such account and balance sheet shall be accompanied by report of the Directors as to the state and condition of the Company as to the amount (if any) which they recommend to be paid out of the profits by way of dividend or bonus to the members and the amount (if any) which they propose to carry to the reserve fund, according to the provisions in that behalf therein before contained, and the account, report and balance sheet be signed by two Directors and counter-signed by the Secretary.
108. The Directors shall from time to time determine whether and to what extent and at what time and place and under what condition or regulations the accounts and books of the Company or any of them be open to the inspection of members not being Directors and inspecting any account or book or document of the Company except as conferred by law or authorized by the Directors or by the Company in General Meeting.
109. A printed copy of every such account, balance sheet and report shall, seven days previously to the meeting, be served on each of the registered holders of shares in the manner in which notices are hereinafter directed to be served.
110. The Company shall operate its account with a bank or banks as may be determined by the board of directors and all cheques, promissory notes, bills of exchange and all instruments negotiable by endorsement shall be signed by two Directors or a Director and one other person as the Board of Directors may appoint for the purpose.

#### **AUDIT**

111. Once at least in every year the Accounts of the Company shall be examined and the correctness of the profit and loss account and balance sheet ascertained by one or more auditor or auditors.
112. The Company at each Ordinary General Meeting shall appoint an Auditor or Auditors to hold office until the next Ordinary General Meeting and their appointment; remunerations, rights and duties shall be regulated by section 132, 133 and 134 of the Act

#### **NOTICES**

113. A notice may be served by the Company upon any member, either personally or by sending it through the post in a prepaid letter, envelop or wrapper, addressed to such member as his registered place of address.

114. Each holder of registered shares, whose registered place of address is not in Tanzania, may from time to time notify in writing to the Company an address in Tanzania which shall be deemed his registered place of address within the meaning of the last preceding clause.
115. As regard those members who have no registered place of address in Tanzania, a notice posted up in the office shall be deemed well served on them at the expiration of twenty-four hours after it is so posted up.
116. All notices shall with respect to any registered share to which persons are jointly entitled, be given to whichever of such person is named first in the register and notice so given shall be sufficient notice to all the holders of such shares.
117. Any notice sent by post shall be deemed to have been served on day on which the letter, envelop or wrapper containing the same is posted and in providing such service it shall be sufficient to prove that the letter, envelop or wrapper containing the notice was properly addressed and put into the post office.

A certificate in writing signed by the Manager, Secretary or other Officer of the Company that notice was so addressed and posted shall be conclusive evidence thereof.

118. Any notice or document sent by post, to or left at the registered office of any member in pursuance of these presents shall notwithstanding such member be then deceased and whether or not the Company have notice of his deceased, be deemed to have been only served in respect of any registered shares whether member until some other person be registered in his stead as the holder or joint holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document of his heirs, executors or administrators and all persons if any, jointly interested with him in any such share.

## **WINDING**

119. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid-up or which ought to have been paid-up at the commencement of the winding up of the share held by them respectively. And if the winding up of the assets available for distribution among the members shall be sufficient to repay the whole of the capital paid-up at the commencement of the winding up the excess shall be distributed amongst the member in proportion to the capital at the

commencement of the winding up paid-up or ought to have been paid up on the shares held by them respectively. But this clause is to be without prejudice of the rights of the holders of shares issued upon special terms and conditions.



120. If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may with the sanction of an Extraordinary Resolution, divide among the contributors in kind or specie any part of the assets of the company and may with the like sanction vest any part of the of the assets of the Company in trustees upon such trusts for the benefit of the contributors or any of them as the liquidators with like sanction shall think fit.
121. If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributors (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given preferential or special rights, or may be extended altogether or in part but in case any division or otherwise than in accordance with the legal rights of the contributors who would be prejudiced thereby shall have a right to dissent any ancillary rights as if such determination were a special resolution passed pursuant to section 230 of the ordinance.
122. In any case shares to be divided as aforesaid involve a liability to calls or otherwise any persons entitled under such division to any of the aforesaid share may within ten days after the passing of the extraordinary resolution by notice in writing direct the liquidators to sell his proportion and pay him the net proceeds and the liquidators shall if practicable act accordingly.

## **INDEMNITY**

123. Every Director, Managing Agent, Auditor, Manager, Secretary and other officer or servant of the Company shall be indemnified by the Company against all cost, losses and expenses which any such officer or servant of the Company may incur or become liable to by reason of any contract entered into or act or thing done by him as such officer or servant or in any way in the discharge of his duties except such as happened from their own respective willful acts or defaults.
124. Every Director, Manager or Officer of the Company or any person (whether an officer of the Company or not) employed by the Company as auditors shall be indemnified out of the fund of the Company against all liabilities incurred by him as such Director, Manager, Officer or Auditor in defending any proceedings whether civil or criminal in which judgement is given in his favor or in which he is acquitted or in connection with any application under section 345 of the companies ordinance or any modification thereof in which relief is granted to him by the court.

reduce the capital, to consolidate or sub-divide the shares into shares of larger or smaller amount and to issue all or any part of the said capital.

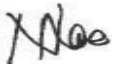
We, the several persons whose names addresses and description are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURES OF THE SUBSCRIBERS
<p>SHANXI RENDAXIN TRADING CO., LTD</p> <p>Xuming Commercial and Trade, Wenxi Country, Chucheng Town, China.</p>	<p>9900</p>	 <p>Director ZONG</p> <p>牛一丹</p> <p>.....</p> <p>Director NIU YI DAN</p>
<p>LU HONG BING</p> <p>Region Pwani, District Mkuranga, Ward Mkuranga, Postal code 61501, Pwani Region, Mkuranga District, Mkuranga Ward, Msufini Kidete Street, Postal Code 61501 Near TPDS Gas pipeline station.</p> <p>P.O.Box 1000 PWANI</p>	<p>100</p>	

Dated this 07TH DAY OF April 2025

**WITNESS** to the above Signatures: -

Name: NEEMA NKANE

Signature: .....  


Postal Address: 13811 DAR ES SALAAM

Qualification: Advocate

