

THE COMPANIES ACT, 2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

OF





FCC AGRICULTURAL TECHNOLOGY DEVELOPMENT COMPANY LIMITED

1. The name of the company "FCC AGRICULTURAL TECHNOLOGY DEVELOPMENT 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 carry on business of promoting and developing of new agricultural technology development, science and technology, research and development and technical services.
 - b) To carry on business of crop breeding and tree breeding.
 - c) To carry on business of animal husbandry and selling of animal products and various types of insects.
 - d) To carry on business of importing and exporting of bulk agricultural commodities and animal products.
 - e) To carry on business of processing and production of agricultural products and silk textile products.
 - f) To carry on business of importing and supplying of agrarian machinery and implements such as tractors, bailers, combines, plows, mowers, planters and sprayers. Also irrigation machinery, central pivot irrigation systems and pump unit, planting machines, harvesting implements, and soil cultivation implements.
 - g) To carry on business of importing and supplying of pesticides and agrarian chemicals and macronutrients such as nitrogen, phosphorus and potassium, insecticides and fungicides.



4. The Liability of the Members is Limited.
5. The capital of the Company is Shillings 100,000,000/= divided into 5000 shares of Tanzania Shillings 20,000/= each. The Company shall have powers to increase its capital and to divide the shares in its capital for the time being into several classes of stock or shares and to attach thereto respectively such preferential, deferred or special rights, privileges, or conditions as may be determined by or in accordance with the Articles of Association of the Company.

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

NAMES, ADDRESSES, AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN	SIGNATURE
IBRAHIM AMIRALI KANJI HOUSE NO. 2, PEMBA AND LUMUMBA STREET- KARIAKOO, P.O.BOX 141- DAR ES SALAAM TANZANIA	400	
ZOHEB ABDULSATAR LAKHA HOUSE NO. 2, PEMBA AND LUMUMBA STREET- KARIAKOO, P.O.BOX 141- DAR ES SALAAM TANZANIA	400	
ZHANG BANGFEI ADDRESS: NO.381, SILIANTANG VILLAGE, SANMEN COUNTY, TAIZHOU CITY, ZHEJIANG PROVINCE-CHINA	1200	
YAN XIAOPENG ADDRESS: NO.405, DONGLOU VILLAGE, BINHAI TOWN, WENLING CITY, ZHEJIANG PROVINCE- CHINA	800	



ZHANG ZEMIN ADDRESS: HEXI VILLAGE NO.2, LONGQUANSI TOWN, YONGDENG COUNTY, LANZHOU CITY, GANSU PROVINCE-CHINA	800	张泽民
HUANG PU ADDRESS: ROOM 327-329, 3FLOOR, YULAN BUSINESS CENTER, NO. 99 ZHAOHUI ROAD, HEHI COMMUNITY, JIAZHI STREET, JIAOJIANG DISTRICT TAIZHOU CITY, ZHEJIANG PROVINCE-CHINA	400	黄普
Total number of shares taken	4000	

Dated at Dar es Salaam this 31st day of January, 2025

Witness to the above signatures:

Name: Mussa R. Mussa

Signature: [Handwritten Signature]

Postal Address: Box 2206 Dar es Salaam

Qualification: Advocate



THE COMPANIES ACT NO 12 OF 2002
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

FCC AGRICULTURAL TECHNOLOGY DEVELOPMENT COMPANY LIMITED
INTERPRETATION

1. In these articles:-

“the Act” means the Companies Act;

“the articles” means the articles of the company;

“clear days” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“the seal” means the Common Seal of the Company;

“Secretary” shall mean any person appointed to perform the duties of Secretary of the Company; Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photograph, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these articles become binding on the company.

2. Regulation contained in Table A part I as modified by Part II of the Schedule of the Companies Act, 2002 shall apply to the Company.

PRIVATE COMPANY

3. The Company is a private Company and accordingly: the right to transfer shares is restricted in the manner hereinafter prescribed:

a) The number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who, having been formerly in the employment of the Company, were while in such employment, and have continued after the determination of such employment, to be the Members of the Company) is limited to ten. 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.

b) Any invitation to the public to subscribe for any shares or debentures is prohibited;

c) The Company shall not have power to issue share warrants to bearer.



SHARE CAPITAL AND MODIFICATION OF RIGHTS

4. The share capital of the Company is Tanzania shillings 100,000,000/= divided into 5000 shares of Tanzania shillings 20,000/= each. The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions, or restrictions as to dividend, capital, voting or otherwise.

SHARE CERTIFICATES

5. Every Member, upon becoming the holder of any shares, shall be entitled without payment to receive within two months after allotment or lodgments of transfer (or within such other period as the conditions of issue shall provide) one certificate for all the shares of each class held by him and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates after the first such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal, which it relates and the amount or respective amounts paid thereon. In respect of a more than one certificate and delivery of a certificate for a share to one joint holder shall be sufficient delivery to all joint holders.
6. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of expenses reasonably incurred by the company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.



LIEN

7. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The company's lien, if any on a share extend to any amounts payable in respect of it.
8. The lien hereby conferred shall attach to all shares in the company 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.
9. The Company's lien, if any, on a share extend to all dividends payable thereon.
10. The company may sell, in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which

the lien exists is presently payable and is not paid within fourteen clear days after a notice in writing has been given to the holder of the share, or the person entitled thereto by reason of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

11. To give effect to any such sale the directors may authorize some person to transfer the shares sold to, or in accordance with the directions of, the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he 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.
12. The net proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares, at the date of the sale.

CALLS ON SHARES

13. Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares whether in respect of nominal value or premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the share or be call, and each member shall (subject to receiving at least fourteen day notice the specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be required to be paid by installments. A call may, before receipt by the company of any sum due there under, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.
14. A call shall be deemed to have been made at the time when the resolution of the directors authorizing the call was passed.
15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.



16. If a call remains unpaid after it has become due and payable, the person from whom the sum is due shall pay interest on the amount unpaid from the day it became due and payable to the time of actual payment at the rate fixed by the term of allotment of the share or, if no rate is fixed, at a rate not exceed five percent per annum as the directors may determine, but the directors may waive payment of such interest wholly or in part.
17. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an installment of a call, shall be deemed to be a call, and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of the call.
18. Subject to the terms of allotment, the directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
19. The directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys un-called and unpaid upon any shares held by him, and upon all or any the moneys so advanced may (until the same would, but for such advance become (payable) pay interest at such rate not exceeding (unless the company in general meeting shall otherwise direct) six per cent per annum, as may be agreed upon between the directors and the members paying such sum in advance.

TRANSFER OF SHARES

20. The instrument of transfer of any share shall be in any usual form or any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid up, by or on behalf of the transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
21. If the directors refuse to register a transfer they shall within sixty days after the date on which the transfer was lodged with the company send to the transferee notice of the refusal.
22. The registration of transfers of shares or any transfers of any class of shares may be suspended at such times and of such periods (not exceeding thirty days in any year) as the directors may determine.

TRANSMISSION OF SHARES

23. In case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the personal representatives of the



deceased where he was a sole holder or the only survivor of joint holders, shall be the only persons recognized by the company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.

24. A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may properly be required by the directors and subject as hereinafter provided, either elect by notice to the company to be registered as holder of the share, or elect to have some person nominated by him registered as the transferee in which case he shall execute the appropriate instrument of transfer. All the articles relating to the right to transfer of shares shall apply to any such notice or transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.

25. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall have the rights to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company.

26. Save as is 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 pre-emption hereby conferred shall have been exhausted that is to say:-

a) Every Member or other person referred to in Article 33 hereof who intends to transfer shares (hereinafter called the "vendor") shall give notice in writing to the Board of his intention to do so. Such notice shall constitute the Board 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 the 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 by 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 Company of the number and price of the shares to be sold and invite each one of them to state in writing within thirty 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 thirty 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 share so notified by him as aforesaid.
- d) Upon such allocation being made the vendor shall 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 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 vendor and enter the name of the purchaser in the register of Members as holder by transfer of the shares purchased by him.

27. In the event of the whole or any lot of share offered through the Board as provided by Article 34 hereof not being sold in the manner by that Article provided, the vendor may at any time within six calendar months after the expiration of the said period of thirty days after the date of the notice given by the Board to the Members, transfer the shares not so sold to any person (subject to Article 28) at any price.



FORFEITURE OF SHARES

28. If a call remains unpaid after it has become due and payable, the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid, together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is into complied with, the shares in respect of which the call was made will be liable to be forfeited.

29. If the notice is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeiture by a resolution of the directors to that effect and the forfeiture shall include all dividends or other moneys payable in

30. Subject to the provisions of this Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person, and at any time before a sale, re-allotment or other disposition the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person, the directors may authorize some person to execute an instrument of transfer of the share in question.
31. A person any of whose shares have been forfeited shall cease to be a member in respect of the forfeited shares and shall surrender to the company of cancellation the certificate for the shares forfeited, but shall remain liable to the company for all moneys which, at the date of forfeiture, were payable by him to the company in respect of the shares, but his liability shall cease if and when the company shall have receive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture of for any consideration received on their disposal.
32. A statutory declaration by a director or the secretary that a share have been forfeited on a date stated in the declaration shall be conclusive evidence of the facts stated therein as the execution of an instrument of transfer if necessary) constitute a good title to the share, and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

INCREASE OF CAPITAL

33. 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.
34. The Company, by resolution increasing the capital, may direct that the new shares or any of them be offered in the instance either at par or at a premium or (subject to the provisions of the Act) at a discount to all holders for the time being of shares, of any class or classes, in proportion to the number of such shares held by them respectively or may make any other provisions as to the issue of the new shares. In the absence of any such direction or so far as the same shall not provide, the new shares shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons and on such terms as it shall think fit.



35. The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture, and expropriation and otherwise as the shares in the original share capital.

ALTERATION OF CAPITAL

36. 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) Subject to the provisions of section 65(1)(d) of the Act, subdivide its existing shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association;
- c) Cancel shares which, at the date of the passing of the resolution, have into been taken or agreed to be taken by any person and diminish the amount of it share capital by the amount of the shares so cancelled.
- d) Issue any preference, cumulative or redeemable shares.

37. Whenever as result of a consolidation of shares any Members would become entitled for fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including subject to the provisions of this Act, the company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorize some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

38. Subject to the provisions of the Act, the company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any way.

GENERAL MEETINGS

39. The company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the company and that of the next.

40. All general meetings other than annual general meetings shall be called extra ordinary general meetings.

41. The Directors may, whenever they think fit, call an extraordinary general meeting, and extraordinary general meetings shall also be



convened by such requisition, as provided by section 134 of the Act. If at any time there are not within the Territory sufficient directors to call the meeting, any director or any two members of the company may call the meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

NOTICE OF GENERAL MEETINGS

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

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

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

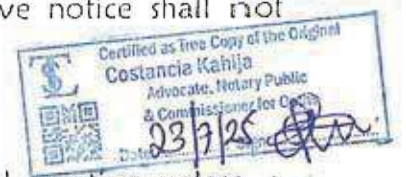
43. Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors. The accidental omissions to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

PROCEEDINGS AT GENERAL MEETING

44. No business shall be transacted at any general meeting unless a quorum of members is present at the meeting when proceeds to business. Two persons entitled to vote on the business to be transacted, each being a member or a proxy for a member or a duly authorized representative of a corporation, shall be a quorum.

45. If within an hour from the time appointed for the meeting a quorum is not present, or if during the course of a meeting a quorum of a meeting ceases to be present, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other time and place as the directors may determine.

46. The chairman, if any, of the board of directors or in his absence some other director nominated by directors shall preside as chairman of the general meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for



the holding of the meeting and willing to act, the directors present shall elect one of their number to be chairman of the meeting and, if there is only one director present and willing to all, he shall be chairman.

47. If any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose and willing to act, he shall be chairman.

48. The chairman may, with the consent of the 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 which might properly have been transacted at the meeting had the adjournment not taken place.

BORROWING POWERS

49. 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, debentures stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

50. The office director shall be vacated if the director.

- a) Ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- b) Becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- c) Becomes of unsound mind; or
- d) resigns his office by his notice in writing to the company; or
- e) shall for more than six consecutive months have been absent without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated.

APPOINTMENT AND RETIREMENT OF DIRECTORS

51. The company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or to be an additional director.



52. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the total number of directors does not exceed the number fixed by or in accordance with these articles. A director so appointed shall hold office only until the next following annual general meeting, and shall they be eligible for re-election.

53. The company may by ordinary resolution, of which special notice has been given in accordance with section 144 of the Act, remove any director before the expiration of his period of office notwithstanding anything in these articles or in any agreement between the company and the director. Such removal shall be without prejudice to any claim the director may have for damages for breach of any service contract with the company.

54. The company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding regulation, and without prejudice to the powers of the directors under article 94 the company may by ordinary resolution appoint any person to be a director either to fill a vacancy or as an additional director.

SECRETARY

55. 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 so appointed may be removed by them.

56. A provision of the Act or these Regulations requiring or authorizing a thing to do/be done by or to a director and the secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, the secretary.

THE SEAL

57. The seal shall only be used by the authority of the directors or of a committee of the directors authorized by the directors. The directors may satisfied by is being done by or to the same person acting both as director and as, or in place of, the secretary.

ACCOUNTS

58. 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 purchases of goods by the company; and
- c) the assets and liabilities of the company

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the company's affairs and to explain its transactions.

59. The books of account shall be kept at the registered office of the company, or, subject to section 151(4) of the Act, at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.

60. No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorized by the directors or by ordinary resolution of the company.

61. The directors shall, in accordance with section 153, 155 and 159 of the Act, cause to be prepared and to be laid before the company in general meeting such profit and loss accounts balance sheets, cash flow statements, group accounts (if any) and reports as are referred to in those section.

62. In accordance with section 163 of the Act, the copy of the company's annual accounts to be laid before the company in general meeting together with a copy of the director's report and the auditor's report shall not less than twenty-one 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 the joint holders of any shares or debentures.

CAPITALIZATION OF PROFITS

63. The directors may, with the authority of an ordinary resolution of the company:

- a) Resolve 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 that such sum be capitalized to the members who would be been entitled to it were distributed by way of dividend and in the same proportions and

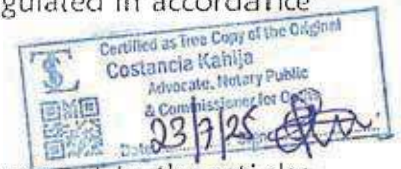


apply such sum either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or in paying up in full in issued shares or debentures of the company to be allotted and distributed.

- b) Make such provision 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 authorize any person to enter on behalf of all the members entitled there to into an agreement with the company providing for the allotment to them respectively, credited as full paid up, of any shares or debentures to which they are entitled upon such capitalization, and any agreement made under such authority shall be effective and binding on all such members.

AUDIT

64. Auditors shall be appointed and their duties regulated in accordance with sections 170 of the Act.



NOTICE

65. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of directors need not be in writing. The company may give any notice to a member either personally or by sending it by post in a prepaid envelop addressed to the member at his registered address, or by leaving it at that address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing, and posting a letter containing the notice, and to have been effected at the expiration of (seventy-two) hours after the letter containing the same was posted.

A member whose registered address is not within the Tanzania and who gives to the company an address within the Tanzania to which notices may be given him shall be entitled to receive any notice from the company.

66. A notice may be given by the company to the joint holders of a share by giving the notice to the joint holder first named in the register of members in respect of the share.
67. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorized by the articles, addressed to them by name, or by the sending or delivering it, in any manner authorized by the articles, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt

or by any like description, at the address, if any, within the Tanzania supplied for the purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

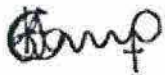
68. A member present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to have received purpose for which it was called.

WINDING UP

69. If the company is wound up the liquidator may, with sanction of a special resolution of the company and any other sanction required by the Act divide amongst the members in specie the whole or any part of the assets of the company and may, for that purpose, set such value as he deems fair upon any property to be divided and may be determined 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 the assets in trustees upon such trusts for the benefit of the members as the liquidator, with the like sanction, shall determine, but no member shall be compelled to accept any shares or other securities upon which there is a liability.

INDEMNITY

70. Subject to the provisions of the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 481 of the Act in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.

NAMES, ADDRESSES, AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN	SIGNATURE
IBRAHIM AMIRALI KANJI HOUSE NO. 2, PEMBA AND LUMUMBA STREET- KARIAKOO, P.O.BOX 141- DAR ES SALAAM TANZANIA	400	



ZOHEB ABDULSATAR LAKHA HOUSE NO. 2, PEMBA AND LUMUMBA STREET- KARIAKOO, P.O.BOX 141- DAR ES SALAAM TANZANIA	400	<i>[Handwritten Signature]</i>
ZHANG BANGFEI ADDRESS: NO.381, SILIANTANG VILLAGE, SANMEN COUNTY, TAIZHOU CITY, ZHEJIANG PROVINCE-CHINA	1200	<i>[Handwritten Signature]</i>
YAN XIAOPENG ADDRESS: NO.405, DONGLOU VILLAGE, BINHAI TOWN, WENLING CITY, ZHEJIANG PROVINCE- CHINA	800	<i>[Handwritten Signature]</i>
ZHANG ZEMIN ADDRESS: HEXI VILLAGE NO.2, LONGQUANSI TOWN, YONGDENG COUNTY, LANZHOU CITY, GANSU PROVINCE-CHINA	800	<i>[Handwritten Signature]</i>
HUANG PU ROOM 327-329, 3FLOOR,YULAN BUSINESS CENTER,NO.99 ZHAOHUI ROAD.HEHE COMMUNITY,JIAZHI STREET,JIAOJIANG DISTRICT TAIZHOU CITY, ZHEJIANG PROVINCE-CHINA	400	<i>[Handwritten Signature]</i>
Total number of shares taken	4000	



Dated at Dar es Salaam this 31st day of January.....2025

Witness to the above signatures:

Name: MUSSA R. MUSSA

Signature: *[Handwritten Signature]*

Postal Address: Box 2206 Dar es Salaam

Qualification: ADVOCATE

