

THE COMPANIES ACT
(ACT NO. 12 OF 2002)
COMPANY LIMITED BY SHARES

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF

JOINTOWN COMPANY LIMITED

INCORPORATED ON _____ DAY OF _____ 2025

Prepared by:

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DAR ES SALAAM.

THE COMPANIES ACT No. 12 OF 2002

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF JOINTOWN COMPANY LIMITED

1. NAME

The name of the company is **JOINTOWN COMPANY LIMITED**

2. REGISTERED OFFICE

The registered office of the Company will be situated in the United Republic of Tanzania.

3. OBJECTIVES

The objects for which the Company is established are: -

- a) To carry on business of Transportation of goods, merchandise live stock, passengers, and freight of all kinds and description between different places in Tanzania and in foreign countries from time to time by Sea, Land or Air or in combination of any or all of them.
- b) To establish, organize, manage, run, charter, conduct, contract, develop, handle, own, operate and to do business as fleet carriers, transporters, in all its branches on land, air, water, & space, for transporting goods, in all modes including bulk and containers, articles, or things or heavy and over dimensional cargo, on all routes and lines on National and International level subject to law in force through all sorts of carries like trucks, lorries, trawlers, dumpers, coaches, tankers, tractors, haulers, jeeps, trailers, motor buses, omnibuses, motor taxies, railways, tramways, aircrafts, hovercrafts, rockers, space shuttles, ships, vessels, boats, barges and so on whether propelled by petrol, diesel, electricity, steam oil, atomic power or any other form of power.
- c) To carry on all or any of the following business i.e. general carriers, clearing and forwarding agents, handling of cargo, Packers and Movers, Warehousemen, Store Keepers bonded carmen and common carmen, or any other business manufacture or trade which can conveniently be carried connection with the above.
- d) To act as representative, Agent, Sub Agent, Commission Agent of Tanzanian and foreign Companies, Firms, persons, states and other bodies Corporates and to represent them before the different authorities Corporates and bodies and to act as their Sales, purchase representatives and to render services to them for transporting warehousing, distributing,

- and maintaining all types of goods and Equipment's in good conditions supplied by the principals.
- e) To establish, organize, manage, run, charter, conduct, contract, develop, handle, own operate material Handling equipment's.
 - f) To carry on the business to own, establish, acquire, run, operate, manage, maintain, develop, promote, administer, advertise, either on its own or through fully equipped schools, play schools, colleges, educational institutes, universities including deemed or autonomous universities, to promote and disseminate knowledge, create awareness and provide a common forum of interaction amongst academicians, professionals establish effective co-ordination, to organise training courses and special programmes to impart training, education in all disciplines,
 - g) To establish, setup, and run in any part of coaching institutes, Study centre, oral coaching classes, where in professional, technical, vocational or higher education in every field of science, commerce, arts, management, engineering, law, banking, insurance, finance, medicine, hospitality, tourism, computers, or any other type of education be imparted by conducting regular, part time classes.
 - h) To deal with all kinds of immovable properties free-hold or leasehold or having any other rights interest or share attached to them whether belonging to the company or not.
 - i) To act as agent for sellers and buyers for lands, buildings, flats both commercial and residential, agricultural farms and other immovable properties in Tanzania or abroad and to collect rent and income thereof.
 - j) To erect, build, construct, alter, equip, maintain or replace and to manage buildings, factories, sheds, offices, warehouses, workshops, stores, dwellings, mills, shops, roads, tanks, waterworks and other works and conveniences which may seem necessary for the purpose of the Company;
 - k) To purchase any land, plot(s) of land or immovable property or any right or interest therein either singly or jointly or in Partnership with any person(s) or Body corporate or partnership Firm and to develop and construct thereon residential, commercial complex or complex(es) either singly or jointly or in partnership as aforesaid, comprising offices for sale or self-use or for earning rental income thereon by letting out individual units comprised in such building(s).
 - l) To purchase any movable or immovable property including industrial, commercial, residential, or farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the Tanzania, to divide the same into suitable plots, and to rent or sell the plots for building/constructing residential houses, bungalows, business premises, and colonies and rent or sell the same and realize cost in lumpsum or easy installments or by hire purchase system and otherwise
 - m) To prepare building sites, and to construct, reconstruct, pull down, renovate, develop, alter, improve, decorate and furnish and maintain flats, hotels, malls, educational institutes, hospitals, maisonettes, dwelling

houses, shops, offices, buildings, industrial estates, works and conveniences, and sell the same on ownership basis, instalment basis or loose basis and rental basis and transfer such buildings to co-operative societies, limited companies, bodies corporate or association of persons or individuals as the case may be.

- n) To carry on the business as builders, property developers, civil, mechanical and labour contractors, building and erection engineers, dealers in, importers, exporters and manufacturers of prefabricated and pre-cast houses, materials, tools, implements, machinery and metal ware in connection therewith or incidental thereto and to carry on any other business that is customarily, usually and conveniently carried on therewith in or outside Tanzania and to purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, buildings, structures and to turn the same into account, develop the same and dispose off or maintain the same.
- o) To carry on business as a general commercial trading company;
- p) To purchase, sale, export, import natural resources and take on lease or otherwise acquire any mines, minerals, mining rights and metalliferous or other lands or property, and any interest therein or options therefor; and to explore, work, exercise, develop or otherwise turn the same to account;
- q) To carry on all or any of the businesses of dealership of mineral resources of every description and trade in mineral resources;
- r) To carry on all or any of the businesses of mine, mineral beneficiation, mineral smelters, oil well or quarry owners and managers, and to prospect for, win, develop, and work for export or otherwise any minerals, mineral deposits, metals, oils, materials and substances of all kinds whether obtainable by underground or surface workings;
- s) To act as Managers of or Managing Agents or Consultants to any company or association in Tanzania or elsewhere or of any undertaking, works, project and/or enterprise.
- t) To provide services relating to Cash Carrying, comprising of cash carrying vans with armed guard and radio communication, with the backup support of special security guard / force.
- u) To carry on the business as financial advisors and to advise and assist in all financial, costing, accounting internal control and other similar matters to advise and assist in the preparation of all revenue and capital budgets, developments of funds, long term planning or utilization of resources, procuring bank and institutional finance including cash, credit facilities, overdraft facilities, subscription of debentures and term loans, to assess the needs of short and long term credit facilities and raising of resources, to advise and assist in the formulation of procedures for prevention of fraud, wastage, financial and cost accounting procedure and other connected matters to advise and assist in formulating long term financial policies and control of their execution, and generally to advise and assist in all financial, fiscal and revenue matters.
- v) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investment made.

- w) To transact or carry on all kinds of agency business, and in particular in relation to the investment of money, the sale of property and the collection and receipt of money.
- x) To Purchase or otherwise acquire, and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose off, and deal with property and rights of all kinds, and in particular, mortgages, debentures, produce, concessions, options, contracts, patents, licenses, stocks, shares, bonds, policies, book debts, business concerns, and undertakings and claims, privileges, and chooses in action of all kinds.
- y) To carry on activities of leasing and /or hire-purchase.
- z) To make or enter into arrangements for provision of services of life assurance, pensions or other benefits to or for any directors or employees of the company, or any such predecessor or such company as aforesaid, or the relations, connections or dependents of any such persons or benefit.
- aa) To undertake, carry on, establish, organize, promote, operate, conduct and develop whether in Tanzania or elsewhere throughout the world (subject to the laws of the place where the business is to be carried on) all kinds of general insurance business, whether of a kind now known or hereafter devised and all kinds of guarantee and indemnity business, and in particular without prejudice to the generality of the foregoing words, to undertake, carry on and transact all branches of health, fire, marine, aviation, accident, motor vehicle, employers liability, workmen's compensation, disease, sickness, failure of issue, loss of key-man, third party liability, burglary and robbery, theft, rural, social, credit, engineering , fidelity and transit insurance and insurance covering risk against any liability under any law, convention or agreement, and to undertake all other risk and liabilities usually undertaken by persons or companies carrying on the business of General insurance and further without prejudice to the generality of the foregoing words.
- bb) To grant assurances to protect and to indemnify owners of motor vehicles against claims by the public for personal injuries and damage to property caused by their drivers, and to make good to the insured damage to their property produced by collision with houses, vehicles, cycles or motor vehicles of others, and to grant policies or other instruments of insurance indemnifying owners against loss or damage to their motor vehicles by accident, fire and theft.
- cc) To carry on the business of fire insurance in all its branches, and to grant insurance against injury or damage to or loss of property directly or indirectly caused by or resulted from fire, accident, lighting, explosion or otherwise.
- dd) To insure and grant, issue and effect policies and assurances in respect of surety (excluding financial guarantee) including guarantee of performance of a contract.
- ee) To carry on the business of manufacture, fabricate and assemble, buy, sell, import, export, distribute, and deal in automobile parts of all kinds and descriptions, automotive and other gears, transmission and other axles, universal joints, springs, leaves, head lamps, sealed beams,

- induction hardened pins, axles, alloy springs, accessories and fittings of all kinds and to act as brokers and marketing agents for aforesaid items.
- ff) To carry on the business of buying, selling, dealing in, automobiles, motorcars, lorries, buses, vans, motorcycles, cycle-cars, motor, scooters, carriages, amphibious vehicles, and vehicles suitable for propulsion on land, sea, or in the air or in any combination thereof and vehicles of all descriptions, whether propelled or assisted by means of petrol, diesel, spirit, steam, gas, electrical, animal, or other power, and of internal combustion and other engines, chassis-bodies and other components, parts and accessories and all machinery, implements, utensils, appliances, apparatus, lubricants, solutions enamels and all things capable of being used for, in, or in connection with maintenance, and working of motors.
- gg) To carry on in Tanzania or elsewhere the business of buying, selling, reselling importing, exporting, transporting, storing, developing, promoting, marketing or supplying, and to act as broker, trader, agent, Clearing & Forwarding agent, distributor, representative, franchiser, consultant, collaborator, otherwise to deal in all shapes, sizes, varieties, specifications, descriptions, applications, modalities, fashions.
- hh) To carry on all the business of hotels, restaurants, cafes, holiday camps, resorts, taverns, beer-houses, refreshment rooms, night clubs, cabarets and swimming pools, baths and lodging or apartment house keepers, licensed victuallers, wine, beer and spirit merchants, brewers, distillers, bakers and confectioners, importers and manufactures of aerated mineral and artificial water and other drinks.
- ii) To carry on the business of clearing and forwarding agents, courier and cargo handlers, handling and haulage contractors, warehousemen, common carriers by land, rail, water and air, container agents, to handle goods and passengers within the country and outside and to carry on the business of tour and travel operators and to act as customs agents, wharfingers, landing agents, stevedores and longshoremen.
- jj) To manufacture, sell, export, import all kinds of electric & electronic components capable of being used in Electrical & mechanical and electronic Industries including Computers telecommunications to carry our software research and development, to design and develop system software, application software and any other software in Tanzania and abroad.
- kk) To encourage and provide the business as package tour operators, daily passenger service operators, tour operators, travel agents, ship booking agents, railway ticket booking agents, airlines ticket booking agents, carrier service agents, courier service agents.
- ll) To cultivate, grow, produce, harvest raise or deal in agriculture produce as agriculturists, farmers or gardeners and to set up processing unit for import, export, distribute or deal in agriculture produce of all description, like fruits, vegetable, seeds and herbal products and trade in all the products required for cultivation, harvesting, production and developments of seeds, vegetable, fruits and herbal items.
- mm) To cultivate, grow, produce or deal in agriculture produce and to carry on the business of agriculturists, farmers, gardeners, dairymen, dairy farmers, and to acquire, hold, buy or acquire freehold or leasehold agriculture land, farm, garden or any other, property and to act as growers of corn, hay, straw, seeds or animal feed and to deal in live-stock and deal

in such business as may be required by farmers and dealers of agriculture produce.

- nn) To carry on the business of planters, growers and cultivators of seeds, vegetable, fruits and herbs and to cultivate, grow, produce or deal in vegetable, fruits and herbs and to undertake the activities for its processing, preservation or storage with the installation for plant, machinery, cold storage, air conditioning, refrigeration and other equipment's and to provide consulting and support services
- oo) To carry on business as manufactures, importers, exporters, wholesalers, retailers and dealers in all types of agri-inputs, like fertilizers, Micronutrients, Pesticides & insecticides, veterinary and live stock feeds and feed supplements, fish feeds and its supplements.
- pp) To carry on all or any of the business of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, factors and shippers of and wholesale and retail dealers in goods, wares, produce, products, commodities, handicrafts and merchandise of every description, to act as agents for and to enter into agreements and arrangements of all kinds on behalf of such persons, firms of companies as may be thought expedient.
- qq) To do all or any of the above things in any part of the world and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others and by or through agents, sub-contractors, trustees or otherwise;
- rr) The company has power to do all such things as are incidental or conducive to the carrying on of any trade or business.



4. **LIABILITY**

The Liability of the members is limited.

5. **CAPITAL**

The Share Capital of the Company is Tanzania Shillings Two Billion **(Tsh 2,000,000,000/=)** only, divided into **10,000** ordinary shares each of Tanzania Shillings Two Hundred Thousand **(Tshs. 200,000/=)** only, subject and to the rights attached to any class of shares for the time being carrying special rights whether as part of the original or any special, qualified preferred or deferred rights and privileges, or conditions as to capital dividends, rights deferred rights and privileges, or conditions as to capital dividends, rights of voting or other matters but so as that any such rights privileges or conditions SHALL NOT be altered or modified except in accordance with the Articles of Association of the Company for the time being in force.

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


S/N	NAMES, POSTAL ADDRESS AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF EACH SUBSCRIBER
1.	QI AO CHENG P.O.BOX 36208 KIGAMBONI DAR ES SALAAM.	70	
2.	YAO CHENG P.O.BOX 36208 KIGAMBONI DAR ES SALAAM.	30	

DATED AT **DAR ES SALAAM** THIS 01st DAY OF JANUARY 2025

SIGNED BEFORE ME:

SIGNATURE: _____
 NAME: _____
 POSTAL ADDRESS: _____
 QUALIFICATION: _____

Paul Joseph Mbuya
Paul Joseph Mbuya
119620120202
Advocate



THE COMPANIES ACT No. 12 OF 2002

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF JOINTOWN COMPANY LIMITED

PRELIMINARY

1. In these Articles:

- “The Act” means the Companies Act 2002
- “The SEAL” means the Common Seal of the Company
- “The Secretary” means any person appointed to perform the duties of the Secretary of the Company.
- “Register” means the Register of the Members of the Company.
- “Dividend” means the dividend declared by the Company and includes bonus.

Expression referring to writing shall unless the contrary intention appears, construed as including references to printing, lithography 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 upon the Company.

2. The Regulations contained in PART II of the First Schedule to the Companies Act 2002 shall unless otherwise provided herein, apply to the Company.
3. The Company is a PRIVATE COMPANY and accordingly: -
- (a) The right to transfer shares is restricted in manner hereinafter prescribed;
 - (b) The number of members of the company is limited to fifty as further provided for in the Act;
 - (c) Any invitation to the public to subscribe for any shares or debenture of the public is prohibited;

- (d) The company shall not have power to issue share warrants to bearer.
- 4. The directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share.
 - (a) The Share Capital of the Company is Tanzania shillings Two Billion (Tshs 2,000,000,000) only, divided into 10,000 ordinary shares each of Tanzania shillings Two Hundred Thousand (Tshs. 200,000) only.
 - (b) Subject to the provisions, if any, in that behalf of the Memorandum of Association, and without prejudice to any special rights previously conferred on the holders of existing shares, any shares may be issued with such preferred, deferred or other special rights or such restrictions whether in regard to the dividend, voting, return of share capital or otherwise, as the Company may from time to time by special resolution, be issued on the terms that it is or at the option of the Company is liable to be redeemed.
- 5. The Company may pay to any person a commission consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally or procuring or agreeing to produce subscriptions, whether absolute or conditionally, for any share in the Company; PROVIDED THAT such commission shall not exceed five percent of the price at which such shares are issued, or an amount equivalent to such percentage; and the requirement of Section 56 of the Companies Act shall be observed.

LIEN

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

CALLS ON SHARES

7. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares provided that no call shall exceed one-fourth of the nominal amount of the share, or be payable at less than one-month notice from the last call; and each member shall (subject of receiving at least fourteen days' notice specifying the times and place of Account) pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.
8. All calls shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed, and may be required to be paid by installments.
9. Joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
10. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding 10 percent per annum as the Directors may determine, but the Directors shall be at liberty to waive payment of that interest wholly or in part.
11. Any sum which by the terms of issue of share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purpose of those regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise, shall apply as if such sum had become payable by virtue of a call dully made and notified.
12. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for advance, become presently payable) pay interest at such rate not exceeding 10 percent per annum (Unless the Company in General Meeting shall otherwise direct) as may be agreed upon between the member paying such sum in advance and the Directors.

TRANSFER OF SHARES

13. (a) Subject to the provisions hereinafter contained shares in the Company shall be transferable by written instrument in the common form hereunder provided and which shall be signed by both the transferor and the transferee, and the transferor shall be deemed to

remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.

(b) 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 Shs. _____ paid to me by C.E. of _____ (hereinafter called "the said transferee") DO HEREBY transfer to said transferee the share (or shares) numbered _____ in the undertaking called _____ to hold unto the said transferee, subject to the several conditions on which I hold the same, and I the said transferee, DO HEREBY agree to take the said share (or shares) subject to the conditions aforesaid.

As witness our hands this _____ day of _____ 20____.

ALTERATION OF CAPITAL

14. 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.
15. The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, and forfeiture and otherwise as the shares in the original share capital.
16. The Company may, by ordinary resolution, consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
17. The Company may, by special resolution reduce its share capital in any manner and with land subject to, any incident authorized, and consent required, by law.

GENERAL MEETINGS

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

NOTICE OF GENERAL MEETINGS

19. Every general meeting shall be called by twenty-one clear days' notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business and, in the case of an annual general meeting, shall specify the meeting as such; provided that a meeting of the company may be called by shorter notice if it is so agreed: -
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
 - (b) In the case of any other meeting by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.
20. The accidental omission to give notice of a meeting to or the non-receipt of notice of meeting by any member shall not invalidate the proceedings at any meeting.
21. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of a Company duly convened and held.

PROCEEDINGS AT GENERAL MEETINGS

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

28. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

BOARD OF DIRECTORS

29. (1) The number of directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum of association or majority of them and until such determination the signatories to the memorandum of Association shall be the first directors.

(a) Unless and until the Company in General Meeting shall otherwise determine the number of Directors shall not be less than two or more than seven.

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

1. QI AO CHENG
2. YAO CHENG

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

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

(3) (a) Each Director may nominate in writing to the Secretary of the Company a person approved by his co-directors to act as Alternate Director in his place during his absence or if he is unable to act as such Director himself.

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

BORROWING POWERS

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

POWERS AND DUTIES OF DIRECTORS

31. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in a setting up and registering the Company, and may exercise all such powers of the Company as are not, by the Act, or by these Articles, required to be exercised by the Company in General Meeting, subject, nevertheless, to any regulations of these Articles, to provisions of the Act, and to such regulations, being consistent with the aforesaid regulation or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
32. The Board of Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (except the power to make calls, forfeit shares or issue debentures) as they may see fit, but the exercise of all powers by the Managing Director or Manager shall be subject to such regulations and restriction as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked or varied.
33. The Board of Directors shall cause minutes to be made in books provided for the purpose to record: -
- (a) The names of the Directors present at each meeting of the Directors and of any committee of the Directors, and every such Director presents at any meeting of Directors or Committee of Directors shall sign against his name in a book to be kept for that purpose.
 - (b) All resolutions and proceedings at all meetings of the Company and of the Directors and of Committees of Directors.
 - (c) All appointments of Officers made by the Directors.

SECRETARY

34. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may see fit, and they may remove any Secretary so appointed.

THE SEAL

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



WINDING-UP

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

INDEMNITY

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

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

S/N	NAMES, POSTAL ADDRESS AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF EACH SUBSCRIBER
1.	QI AO CHENG P.O.BOX 36208 KIGAMBONI DAR ES SALAAM.	70	
2.	YAO CHENG P.O.BOX 36208 KIGAMBONI DAR ES SALAAM.	30	

DATED AT **DAR ES SALAAM** THIS 01st DAY OF JANUARY 2025


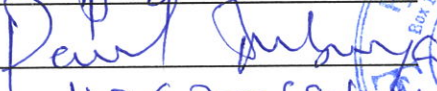
SIGNED BEFORE ME:

SIGNATURE: _____

NAME: _____

POSTAL ADDRESS: _____

QUALIFICATION: _____



 1196 2019/2020
 Advocate

