

**THE COMPANIES ACT, 2002**

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**COMPANY LIMITED BY SHARES**

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**Memorandum and Articles of Association**

**Of**

**Giant Group Electric Company Limited.**

*Drawn by:*

*Advocate: Emmanuel K. Mwesiga*

P.O. Box 33817,  
DAR ES SALAAM

**THE COMPANIES ACT, 2002**

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**COMPANY LIMITED BY SHARES**

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**MEMORANDUM OF ASSOCIATION**

**OF**

**Giant Group Electric Company Limited.**

1. The name of the Company is **Giant Group Electric Company Limited.**
2. The Registered office of the Company will be situated in Tanzania.
3. The objects for which the Company is established are: -
  - a) To carry on the business of manufacturing, producing, assembling, and distributing electric cables, wires, and related electrical products for industrial, commercial, and residential applications.
  - b) To engage in the wholesale and retail trade of electric cables, wires, and other electrical products, including marketing, selling, and supplying to local and international markets.
  - c) To establish and operate manufacturing facilities, production lines, and workshops for the efficient production of electric cables and other associated products.
  - d) To acquire, hold, and develop intellectual property rights, patents, trademarks, and designs related to electric cable manufacturing and distribution.
  - e) To import and export raw materials, machinery, and finished products necessary or incidental to the manufacturing and supply of electric cables.
  - f) To provide consultancy, advisory, and installation services related to electric cables and electrical systems for businesses, governments, and individuals.
  - g) To form strategic partnerships, alliances, or joint ventures with other companies, organizations, or entities to expand the Company's operations and market reach.
  - h) To engage in research and development activities for the advancement of cable technologies, including innovative and eco-friendly solutions.
  - i) To invest in or acquire other businesses, assets, or technologies that align with or enhance the Company's primary objectives.
  - j) To enter into contracts, agreements, and arrangements with suppliers, contractors, distributors, or agents necessary for the effective operation of the Company.

k) To secure funding for the Company's operations through loans, credit facilities, issuance of bonds, or other financial instruments, and to pledge assets or property as security.

l) To operate storage, logistics, and supply chain facilities to ensure the efficient movement and distribution of the Company's products.

j) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any other activities the directors consider necessary and beneficial to the Company.

4. The liability of the members is Limited.

5. The authorized share capital of the Company is Tanzania Shillings One hundred Million Only (TShs. 100,000,000.00) divided into One hundred thousand (100,000) ordinary shares of Tanzania Shillings One thousand (TShs. 1,000.00) each with such rights privileges or conditions as may be determined by or in accordance with the regulations of the Company, and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.

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 and addresses of subscribers  | No. of shares taken by each subscriber | Signature of subscribers |
|---|--|--------------------------|
| <b>XINZHI CAO</b><br><b>Address:</b><br>Caodian village,<br>Taikang town, Henan province,<br>China.   | 90,000                                 | 曹召阳                      |
| <b>ZHAOYANG CAO</b><br><b>Address:</b><br>Caodian village,<br>Taikang town, Henan province,<br>China. | 10,000                                 | 曹信忠                      |
| <b>Total Shares Taken</b>   |  | 100,000                  |

Dated at this 03 day of 01/2025

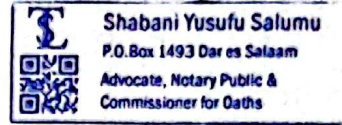
Witness to the above signatures:

Name : SHABANI YUSUFU SALUMU

Signature : 

Postal Address : 1493 DSM

Qualification : ADVOCATE



**THE COMPANIES ACT, 2002**

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**COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**OF**

**Giant Group Electric Company Limited.**

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**PRELIMINARY**

1. In these articles: -

“The Act” means the Companies Act 2002, CAP. 212 of the Laws of Tanzania.

When any provision of the Act is referred to, the reference is that provision is as modified by any law for the time being in force.

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

Any words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females, and the words importing persons shall include bodies corporate, partnership, firms, cooperatives, societies, etc.

The regulations of Companies Act shall not apply to the company, save in so far as they are varied or excluded hereby, but in case of any conflict between the provisions of the Act, and the provisions under this regulation the former shall prevail, and in addition to substitution shall be the regulations of the company.

**PRIVATE COMPANY**

2. 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 (exclusive of persons who are in the employment of the Company and of persons who have been formerly in the employment of the company while in such employment to be the member of the company) is limited fifty, provided that where two or more persons hold one or more shares in the company jointly, they shall for the purpose of this regulation be tested as a single member.
- (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
- (d) The Company shall not have power to issue share warrants to bearer.

### **TRANSFER OF SHARES**

- 3. The Directors may in their direction and without assigning any reason thereof refuses to register the transfer of any share to any person who it shall in their opinion be undesirable for any reason whatsoever to admit to membership.
- 4. Subject to clauses 2 and 3 hereof the right to members to transfer their shares shall be restricted as follows;
  - (a) No share shall be transferred to a person who is not a member so long as any member of any person selected by the Directors as one who it is desirable in the interest of the Company to admit to membership.
  - (b) Every shareholder or trustee in bankruptcy, or any person who may desire to sell or transfer any such shares and every member who may desire to sell or transfer any such shares and every personal representative of a deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the Board of Directors of the Company as his agent for the sale of the said shares to any member or members of the company at the price to be agreed upon between the party giving such notice the party and the board, or in case of difference to be determined by the Auditor of the Company.
  - (c) Upon price of such shares being agreed on a determined as per clause (b) above, the board shall forthwith give notice to such of the shareholders other than the shareholders desiring to sell or transfer the said shares, stating the number and price of such share inviting the person to whom notice is sent to state within 21 days from the date of such notice whether he is willing to purchase any, if so what maximum number of such shares. At the expiration of such 21 days notice the board shall apportion such shares amongst the shareholders (if more than one) who shall have expressed their desire to purchase number of shares already held by them respectively, or if there be only one such shareholder, that the whole of such shares shall be sold to him, provided no shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice.

Upon such apportionment being made or such one shareholder notifying his intention to purchase, as the case may be, the party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the

respective shareholders or to single shareholder who shall have agreed to purchase the same.

**5. GENERAL MEETINGS: NOTICE OF GENERAL MEETING AND PROCEEDINGS OF THE GENERAL MEETINGS.**

The regulation of Companies Act shall apply to the following variations: -

- (a) A General Meeting, Ordinary or Extraordinary may with the consent in writing of all members, be convened on a shorter notice than seven days or without notice.
- (b) Two members, present either personally or by proxy shall form a quorum.
- (c) Any ordinary resolution of the company determined without any general meeting and evidenced by writing under the hands of majority of the Directors and of the members of the company holding three - fourths of the issued shares of the company shall be valid and effectual as an ordinary resolution duly passed at a general meeting of the company.

**6. DIRECTORS**

- (a) Until otherwise determined by the company in the General Meeting the Directors shall not be less than two and not more than six in number.
- (b) The following persons shall be the first Directors of the company:

- 1. **XINZHI CAO**
- 2. **ZHAOYANG CAO**

- 7. The shareholding qualification for Directors may be fixed by the company in General Meeting, and unless and until so fixed no qualification shall be required.
- 8. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be three.
- 9. A resolution in writing signed by all the Directors then in Tanzania shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.
- 10. The Directors may from time to time borrow or raise any money for the purposes of the Company which may exceed the issued share capital of the company.

## **BORROWING POWERS**

The Directors may from time to time in their discretion raise or borrow for the purpose of any Company's business such sum or sums of money as they think fit.

11. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company present or future including its uncalled capital for the time being, or by the issue at such price as they may think fit, of bonds or debentures either charged upon the whole or any part of the property and assets of the company or not so charged or in such other way as the Directors may think expedient.

## **VOTE OF MEMBERS**

12. On a show of hands every member present in person shall have one vote. On a roll every member shall have one vote only for the shares of which he is holder.
13. No member shall be entitled to vote at any general meeting unless all calls or other sums presently by him in respect of shares in the Company have been paid.

## **DISQUALIFICATION OF DIRECTORS**

14. The office of a Director shall be vacated if the Director;
  - (a) becomes bankrupt; or
  - (b) is found to be a lunatic or becomes of unsound mind; or
  - (c) resigns his office by notice in writing to the Company;
  - (d) Abstains himself from meetings of the directors for a period of six months without special leave of absence from the other Directors.

## **SEAL**

15. The Directors shall provide for the safe custody of the Seal. 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 or a Director and Secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

| Names and addresses of subscribers  | No. of shares taken by each subscriber | Signature of subscribers |
|---|--|--------------------------|
| <b>XINZHI CAO</b><br><b>Address:</b><br>Caodian village,<br>Taikang town, Henan province,<br>China.   | 90,000                                 | 曹召阳                      |
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| <b>Total Shares Taken</b>   |  | <b>100,000</b>           |

Dated at this 03 day of 01/2025

Witness to the above signatures:

Name : SHABANI YUSUFU SALUMU

Signature : [Handwritten Signature]

Postal Address : 1493 DSM

Qualification : ADVOCATE

