

THE COMPANIES ACT, CAP 212

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COMPANY LIMITED BY SHARES

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Memorandum

AND

Articles of Association

OF

HONGJI MINING COMPANY LIMITED

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(A PRIVATE COMPANY)

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Incorporated this ..... day of ....., 2024

DRAWN BY:-  
Mohamed Yahya Alkithiri  
House No. 8, Block A  
Magogoni, Scaba Scuba  
Kigamboni, Dar es Salaam, Tanzania  
(subscriber)

THE COMPANIES ACT, CAP 212  
PRIVATE COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF  
HONGJI MINING COMPANY LIMITED

1. The name of the Company is **"HONGJI MINING COMPANY LIMITED"**.
2. The registered Office of the Company will be situated in Tanzania Mainland.
3. The objectives for which the Company is formed are: -
  - (a) To purchase, take on lease or otherwise acquire any mines minerals and mining rights in the United Republic of Tanzania.
  - (b) To engage in the business of buying of minerals and exporting the minerals to China and worldwide.
  - (c) To carry on the business of construction of any kind, houses, roads, etc.
  - (d) To carry on the business of seafoods. To trade, export all the seafoods such as crabs etc.
  - (e) To engage in the agriculture activities, ie, farming, purchase and sell of the crops of all nature etc.
  - (f) To invest and engage in the hotel business in Tanzania mainland and Zanzibar.
  - (g) To carry on any other business which may seem to the company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights;
  - (h) To enter into any arrangements and contracts with Governments, Supreme Authorities, municipal, local or otherwise or any corporations, companies, or persons having objects that may seem conducive to the company's objects with any of them and to obtain from any such Government Authority, Corporation, Company, or persons any characters, contracts, decrees, rights, privileges and concessions;
  - (i) To acquire patents, copyrights and other legal rights with the purpose conducting business related to the main objectives of the company.

- (j) To borrow or raise or secure the payment of money in such manner as the company shall think fit, and in particular by the issue of debenture stock, certificates of other securities, perpetual or otherwise charged upon all or any other company's rights and property (Present and future) purchase, redeem or pay off any security or loan;
- (k) To amalgamate with or enter into partnership or into any arrangement for sharing profits, union of interest, cooperation, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaging in or amount to carry on or engage in any business or transaction which the company is authorized to carry or engage in any business or transaction capable of being conducted so directly or indirectly to benefit this company. And to take or otherwise acquire shares and securities of any such company, and sell hold re-issue with or without guarantee, or otherwise deal with the same;
- (l) To promote another company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose, which may seem directly or indirectly calculated to benefit this company;
- (m) To sell or dispose of the undertaking and property of the company or any part thereof, for such consideration as the company may think fit, and in particular for shares, debentures, or security of any other company having objects altogether or in part similar to those of this company;
- (n) To invest and deal with moneys of the Company not immediately required upon such securities and in such manner as the Company may from time to time determine;


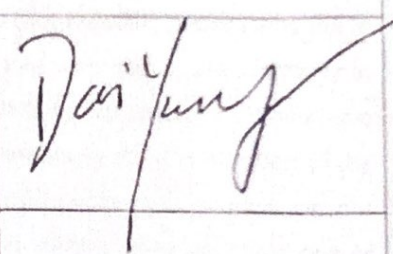
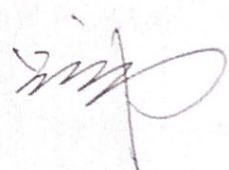
It is furthermore expressly declared that the intention is that object set forth in each and any of the foregoing paragraphs or sub-clauses of this clause shall be construed in the most liberal way, shall not, except where the context expressly so required, be in any way limited or restricted by reference to or inference drawn from the terms of any other sub-clause or paragraph or by the name of the company. None of such sub-clause or the objects therein specified, or the powers thereby conferred shall be deemed subsidiary or auxiliary to this clause, but the company shall have full power to exercise in any part of the world and notwithstanding that the business undertaking,

property or acts proposed do not fall within the objects of the first sub-clause of this clause.

AND it is hereby declared that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Tanzania or elsewhere, and that the intention is that each of the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be an independent main object and be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.
5. The initial capital of the company is Tanzanian Shillings **Fifty Million (TZS.50,000,000/=)** divided into **Five Thousand (5000) ordinary shares of Tanzanian Shillings Ten Thousand (TZS.10,000/=)** each, and the company shall have the power to divide the original or any increased capital into several classes, and to attach any preferential, deferential, deferred, qualified or other special rights, privileges restrictions or conditions.

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 set opposite our respective names.

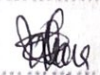
NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES	SIGNATURE
Mohamed Yahya Alkithiri House No. 8, Block A, Magogoni, Scaba Scuba, Kigamboni, Dar es Salaam, Tanzania	2550	
Yong Dai House No. 8, Block A, Magogoni, Scaba Scuba, Kigamboni, Dar es Salaam, Tanzania	1950	
Guangpei Wu House No. 8, Block A, Magogoni, Scaba Scuba, Kigamboni, Dar es Salaam, Tanzania	500	

Dated this <sup>5<sup>th</sup></sup> day of July 2024.

Witness to the above signatures

Name : Catherine Jairo Wivaya

Postal Address: 42876 Dm

Signature: 

Qualification: Advocate



THE COMPANIES ACT, CAP 212  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
HONGJI MINING COMPANY LIMITED  
PRELIMINARY

1. The Company is a private Company and accordingly:-
  - (a) The right to transfer shares is restricted in manner hereinafter provided.
  - (b) The number of members of the Company (not including persons who are 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 determination of that employment to be members of the Company) is limited to fifty PROVIDED THAT where two or more persons holding one or more shares in the Company jointly, they shall hold one or more shares in the Company jointly, they shall for the purpose of this article be treated as a single member.
  - (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
2. Table A in the first schedule to the Companies Act, Cap 212, shall apply save where it conflicts with the articles herein in which case these articles shall prevail.
3. In these articles, unless the context otherwise requires, expressions, defined in the Companies Act, or any statutory modification thereof in force at the date at which these articles become binding on the Company shall have the meanings so defined and words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include females, and words importing persons shall include bodies corporate.

SHARES

4. 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 dividends, voting, return of 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. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of the class) may be varied with the consent in writing of the holders of three-fourths of the issued share of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these articles relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one third of the issued shares of the class.

5. The share capital of the Company is Tanzanian Shillings **Fifty Million (TZS.50,000,000/=)** divided into **Five Thousand (5000)** Ordinary shares of **Tanzanian Shillings Ten Thousand (TZS.10,000/=)** each.
6. If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding one thousand shillings and on such terms, if any as to evidence and indemnity as the Directors think fit.

#### LIEN

7. The Company shall have a lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of the share, and the Company shall also have a lien on all shares standing registered in the name of a person or persons for all moneys payable by him or his or their estate or estates of the Company, but the Directors may at any time declare any share to be wholly or in part exempted from the provisions of this article. The Company's lien, if any on a share extend to all dividends payable thereon.
8. The Company by its Board of Directors may after consultation with the shareholders, sell any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of twenty eight days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exist as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled by reason of his death or bankruptcy to the share.

9. The proceeds of the sale shall be paid by the purchaser of share to the Company and shall be applied in payment of such part of the amount in respect of which the lien exist as is presently payable, and the residue shall be held (Subject to a like lien for sums not presently payable as existed upon shares prior to the sale) by the Company on behalf of the person entitled to the shares at the date of sale.

#### CALLS ON SHARES

10. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares, and each member shall (Subject to receiving at least fourteen days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on his shares. A call shall be deemed to have been made at time when the resolution of the Directors authorizing the call was passed the subscribers shall, without delay pay the initial share capital after the resolution of the Directors to that effect has been passed.
11. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
12. 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 at the rate of 8 per cent per annum from the day appointed for the payment thereof to time of the actual payment, but the Directors shall on good reason be at liberty to waive payment of that interest wholly or in part.
13. The provisions 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, 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 become payable by virtue of a call duly made and notified.
14. The Directors may on the issue of shares differentiate between the holders as to the amount of call to be paid and the times of payment.
15. 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 such advance, become presently payable) pay interest at such rate (not exceeding without the sanction of the Company in General Meeting 5 per cent) as may be agreed upon between the member paying the sum in advance and the Directors.

## TRANSFER AND TRANSMISSION

16. Subject to the provisions hereinafter contained shares in the Company shall be transferable by written instrument in the common form signed both by 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.
17. The Directors may refuse to register any transfer of shares (Without assigning any reason therefore) to any person not being already a member of the Company and 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 immediately preceding the ordinary General Meeting in each year. The Directors may decline to recognize any instrument of transfer unless:-
  - (a) The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.
18. The personal representatives of a deceased sole holder shall be the only persons recognized by the Company as having any title to the share. In the case of a share registered in the names of two or more holders, the survivors or survivor, or the personal representatives of the deceased survivor, shall be the only persons recognized by the Company as having any title to the share.
19. 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 registered by the Directors, have the right, either to be registered as a member in respect of the share, or, instead of being registered himself, to make such transfer of the share as the deceased or bankruptcy person could have made; but the Directors shall, in either case have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy.
20. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to a meeting of the Company.

21. Except as hereinafter provided no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
22. Every member or other person referred to in Article 16 hereof who intends to transfer shares (hereinafter called the vendor) shall give notice in writing to the Board of his intention. That notice shall constitute the Board, his agent for the sale of the said shares, on one or more lots at the discretion of the Board, to members of the Company at a price to be agreed upon the vendor and the Board, or in default of agreement, at a price which shall be certified by Chartered Accountants, as being in the opinion of that firm the fair selling value thereof as between a willing vendor and a willing purchaser. PROVIDED THAT in establishing the said value, the said firm shall have regard on the one hand, to the results of the last approved balance sheet and accounts and, on the other hand, to the economic prospects which may reasonably be predicted.
23. Upon the price being fixed as aforesaid the vendor may at his option withdraw the offer to sell the shares but if he elects to proceed 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 of them to state in writing within thirty days (30 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.
24. At the expiration of the said thirty days the Board shall allocate the said shares to or among 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 or share already held by them respectively, provided that no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid. Upon such allocation being made the vendor shall be bound on payment of the said price to transfer the share to the purchaser or purchasers and if he makes default in so doing 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.
25. In the event of the whole of the said shares not being sold under the above articles the vendor may, at any time within six calendar months after the expiration of the said thirty days, transfer the shares, not sold to any person (Subject to article 18) and at any price.

26. Article above hereof shall not apply to a transfer to a person who is already a member of the Company, nor to a transfer merely for the purpose of effectuating the appointment of new trustees, nor to a transfer by a trustee to a beneficiary, provided that it is proved to the satisfaction of the Board that the transfer bona fide falls within one these exceptions.

#### FORFEITURE OF SHARES

27. If a member fails to pay any call or instrument of a call, on the day appointed for payment thereof, the Directors may at any time thereafter during such time as may part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
28. The notice shall name a further day (not earlier than the expiration of 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.
29. If the requirements of such notice as aforesaid are not complied with, any shares in respect of which the notice has been given at any time thereafter, before the payment required by the notice has been made be forfeited by a resolution of the Directors to that effect.
30. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition of the forfeiture may be cancelled on such terms as the Directors think fit.
31. A person whose share have 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 the shares, but his liability shall cease if and when the Company receives payment in full of the nominal amount of the shares.
32. A statutory declaration in writing that the declared is 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 person claiming to be entitled to the shares, and that declaration, and the receipt of

the Company for the consideration, it any give for the share on the sales or disposition thereof, shall constitute a good title to the share, and the person to which the share is so sold or disposed of shall be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to share be effected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

33. The provision of these Regulations as to forfeiture 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 an account of the nominal value of the share or by way of premium, as of the same had been payable by virtue of a call duly made and notified.

#### CONVERSION OF SHARES INTO STOCK

34. The Company may by ordinary resolution convert any paid-up shares into stock, and reconvert any stock into paid-up share of any denomination.
35. The holders of stock, may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, as and subject to which, the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit, but the Directors may from time to time fix the minimum account of stock transferable, AND restrict or forbid the transfer of fractions of the minimum but the minimum shall not exceed the nominal amount of the shares from which the stock arose.
36. The holders of stock shall, according to the amount of the stock held by them, have the right, privileges, and advantages as regards dividends, opting at meeting of the Company and other matter as if they held the shares from which the stock arose, but no such privilege or advantage shall be concerned by any such aliquot part of stock as would not, if existing in share, have conferred that privilege.
37. Such of the regulation of the Company are as applicable to paid-up shares shall apply to stock, and the word "stock" and "stockholder".

#### ALTERATION OF CAPITAL

38. The directors may, with the sanction of an extraordinary resolution of the Company increase the share capital by such a sum to be divided into shares of such amount, as the resolution shall prescribe.

39. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of share capital, all new shares shall, before issue, be offered to such person as at the date of the offer are entitled to receive notices from the Company of General Meeting in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which, the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by person entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this article.
40. Any new shares shall be subject to the same provisions with reference to the payment of calls, lien transfer, forfeiture, expropriation, and otherwise as shares in the original share capital.
41. The Company may by special resolution: -
- (a) Consolidate and divide its share capital into shares of larger amount than its existing shares;
  - (b) By sub-division of its existing shares or any of them, divide the whole or any part of its share capital into shares of smaller amount than its fixed by the Memorandum of Association, subject nevertheless, to the provision, of the Companies Act.
  - (c) Cancel any shares which, at the date of the passing of the resolution, have been taken or agreed to be taken by any person;
  - (d) Reduce its share capital in any manner and with and subject to any incident authorized and consent required by law.

#### GENERAL MEETINGS

42. The Company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any incident authorized, and consent required by law.
43. Articles 47 to 61 of table "A" shall apply subject to the following variations:

- (a) A General Meeting, Ordinary or Extra-Ordinary 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.
44. A General meeting shall be held once in every year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and place as may be determined by the Directors.
45. The above-mentioned general meeting shall be called ordinary meetings; all other general meetings shall be called extraordinary.
46. The Directors may, whenever they think fit, at least convene an extraordinary general meeting, and extraordinary general meetings shall also convene on such requisition, or in default, may be convened by such requisitions, as provided by the Companies Act.
47. The General meeting shall be held once in every two years to elect a Chairman and appoint Chief Executive Officer of the Company. The General Meeting shall have the power to remove Chief Executive Officer whenever it thinks necessary. A meeting of the directors anywhere out of Tanzania Mainland shall be deemed to be a valid meeting made in accordance with these articles and the laws of Tanzania Mainland so long as the required quorum is present.

#### PROCEEDINGS OF GENERAL MEETINGS

48. Thirty days' notice at the least (exclusive of day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the special business, the general nature of that business shall be given in manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Company in general meeting to such persons as are, under these articles, entitled to receive such notices from the Company, but the non-receipt of the notice by any member shall not invalidate the proceedings at any general meeting, and moreover a general meeting, with the written consent of all the members entitled

to attend and vote thereat, may validly be called by a shorter notice and in such manner as the members think fit.

49. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting, with the exception of sanctioning a dividend, the consideration of the accounts, and balance sheet and the ordinary report of the Directors and Auditors, the election of Director and appointment and fixing of the remuneration of the Auditors.
50. No business shall be transacted at any general meeting unless a quorum of members is present at time when the meeting proceeds to business; save as herein provided a majority of shareholders present in person or by proxy and entitled to vote shall be a quorum.
51. If within half an hour the time appointed for the meeting a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved.
52. The Board of Directors shall elect the chairman every two years. The Chairman, if any of the Board of Directors shall preside as chairman at every meeting of the Company.
53. If there is no such chairman, or if at any meeting he is not present within thirty minutes after the time appointed for holding the meeting or is unwilling to act as the Chairman, the members present shall choose someone of their number to be the Chairman.
54. 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 the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for twenty-one days or more, notice of the adjourned meeting shall be given as in the case of 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.
55. AT any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one member, and unless a poll is so demanded a declaration by the Chairman that the resolution has, on a show of hands, been carried, or carried unanimously or by particular majority, or lost, and an entry to

that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or such resolution.

56. If a poll is duly demanded it shall be taken in such manner as the Chairman directs. The result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
57. A poll demanded on the election of a chairman or any member or on a question of adjournment, shall be taken forthwith.
58. An ordinary resolution of the Company determined on without any general meeting and evidenced by writing under the hands of all the Directors shall be as valid and effectual as an ordinary resolution duly passed at a general meeting of the Company.
59. Subject further no issue or resolution shall be tabled before the General Meeting if the same has failed to go through at the Board of Directors meeting.

#### VOTES OF MEMBERS

60. Subject to any rights or restrictions for time being sharing and voting shall be done by a show of hands of every member present in person or by proxy. On a poll every member shall have one vote for each share of which he is the holder.
61. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which names stand in the register of members.
62. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote whether on a show of hands or on a poll, by his committee, curator bonis appointed by that court, and any such committee, curator bonis, or other person may, on a poll vote by proxy.
63. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable in respect to share in the Company have been paid.
64. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or, if the appointer is a corporation either under the common seal, or under the hand of an officer or attorney so authorized.

65. An instrument appointing a proxy may be in the following form, or in any other form which the Directors shall approve:-

"I ..... of the, etc., being a member of  
[NAME OF COMPANY] hereby appoint  
..... of ....., etc.  
as my proxy to vote for me and on my behalf at the ordinary ( or  
extraordinary, as the case may be) general meeting of the Company to be  
held on the ..... day of ..... and at any adjournment  
thereof"

Signed this ..... day of ..... 2024.

(Signature of Member).

#### DIRECTORS

66. Unless otherwise determined by the Company in a General Meeting the Directors shall not be less than two and not more than seven in number.
67. The following persons shall be the first Directors of the Company: -
- (i) **Mohamed Yahya Alkithiri**
  - (ii) **Yong Dai**
  - (iii) **Guangpei Wu**
68. The share-holding qualification for the Directors may be fixed by the Company in a General Meeting and unless so fixed no qualifications shall be required.
69. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two.
70. A resolution in writing signed by all the Directors then in Tanzania Mainland or abroad shall be as valid and effectual as if it had been passed at a Meeting of Directors duly called and constituted. A circulated resolution shall also be valid provided it's signed by the majority of the directors.
71. The Directors may from time to time borrow or raise money for the purpose of the Company, which may exceed the issued share capital of the Company.
72. The Board of Directors of the Company shall be the policy makers of the Company and shall be responsible for the supervision of the management.

73. The remuneration of the Directors shall from time to time be determinate by the Company in General Meeting.
74. In addition to their usual remuneration the Directors shall also be paid such traveling, hotel and other expenses as may reasonably be incurred by them in the execution of their duties, including any such expenses incurred in connection with their attendance at meetings of Directors.

#### POWER AND DUTIES OF DIRECTORS

75. The business of the Company shall be managed by the Directors who may pay all expenses incurred in forming and registering the Company and may exercise all such powers of the Company as are not by the Companies Ordinance, or any statutory modification thereof for the time being in force, or by those articles, required to be exercised by the Company in General Meeting subject nevertheless to the provisions of these article and of the said decree, and the exercise of such powers shall be subject all to the control of any General Meeting of the Company, but no resolution of the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if the resolution had not passed. In particular and without prejudice to the foregoing the Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures and other securities.
76. The Directors may from time to time appoint one or more of their number to the office of Chief Executive Officer for such term and at such remuneration (whether by way of salary, or commission or participation in profits, or partly in one way and partly in another) as they may think fit, and a Director so appointed shall not, cease holding that office be subject to retirement by rotation, or taken into account in determining the rotation of retirement of Directors but his appointment shall be subject to determination ipso facto if he ceases from any cause to be a Director, or if the Company in General Meeting resolves that tenure of office of Chief Executive Officer be determined.
77. Any General Meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of a reserve fund, or any capital redemption reserve fund or in the hands of the Company and available for dividend capitalised and distributed amongst such of the members as would be entitled to receive the same distributed by way of dividend and in the same

proportions on the footing that they are entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such members in paying up in full either at part or at such premium as the resolution may provide any unissued shares of the Company which be distributed accordingly, or towards payment of the uncalled liability on any issued shares, and that such their interest in the said capitalised sum.

78. For the purpose of giving effect to any resolution under the last preceding article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may issue fractional as certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than US \$ 5.00 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 persons entitled to the dividend or capitalised fund as may seem expedient to the Directors. Where requisite, a proper contract shall be filed in accordance with provision of the Companies Act and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund, and such appointment shall be effective.
79. No dividend shall be paid other than out of profits.
80. Subject to the rights of persons, if any entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid on the shares, but if and so long as nothing is paid up on any of the shares in the Company dividends may be declared and paid according to the amounts of the shares. No amount paid in advance of call shall, while carrying interest, they are treated for the purpose of this article as paid on the share.
81. The Directors may, before recommending any dividend set aside out of profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for meeting contingencies or for equalising dividends or for any other purpose to which the profits of the Company may be properly applied and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit.
82. If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividend payable on the share.

83. No dividend shall bear interest against the Company.

#### ACCOUNTS

84. The Directors shall cause true accounts to be kept: -
- (a) Of all sums of money received and expended by the Company, and the matters in respect of which the receipt and expenditure takes place;
  - (b) Of all sales and purchases of goods by the Company, and of the assets and liabilities of the Company.
85. The books of accounts shall be kept at the registered office of the company, or at such other place as the Directors think fit and shall always be open to the inspection of Directors.

#### SECRETARY

86. A Secretary shall be appointed by the Board for such terms and at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Board.

#### WINDING UP

87. With the sanction of the Special Resolution of the Shareholders any part of the assets of the Company including any shares in other companies may be divided between members of the Company in specie or may be vested in trustees for the benefit of such members and the liquidation of the Company may be closed and the Company dissolved but so that no member shall be compelled to accept any shares whereupon there is any liability.


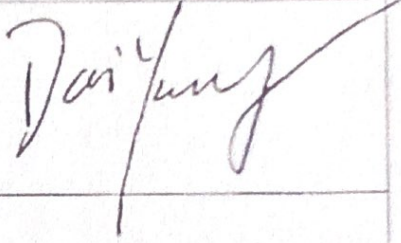
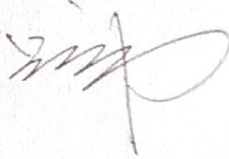
#### INDEMNITY

88. Every Director, Managing Director, Agent, Auditor, Secretary, and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him to defend 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 in which relief is granted to him by the court.

#### ADDITIONS AND ALTERATIONS

89. Subject to the provisions of the Decree and to those contained in the Memorandum of Association, the Company may by Special Resolution, make alteration or addition

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 set opposite our respective names.

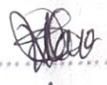
NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES	SIGNATURE
Mohamed Yahya Alkithiri House No. 8, Block A, Magogoni, Scaba Scuba, Kigamboni, Dar es Salaam, Tanzania	2550	
Yong Dai House No. 8, Block A, Magogoni, Scaba Scuba, Kigamboni, Dar es Salaam, Tanzania	1950	
Guangpei Wu House No. 8, Block A, Magogoni, Scaba Scuba, Kigamboni, Dar es Salaam, Tanzania	500	

Dated this 5<sup>th</sup> day of July 2024.

Witness to the above signatures

Name : Catherine Jairo Wivava

Postal Address: 40076 Dm

Signature: 

Qualification: Advocate

