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**THE
COMPANIES ACT**

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

—
**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
KIBO CERAMICS CO LIMITED**

INCORPORATED THIS ____ DAY OF ____ 2025

**PREPARED BY
YI JINLONG
(SUBSCRIBER)
P.O. Box 71900
DAR ES SALAAM, Tanzania**

**THE COMPANIES ACT 2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
KIBO CERAMICS CO LIMITED**

- 1. The name of Company is KIBO CERAMICS CO LIMITED**
2. The Registered office shall be situated in the United Republic of Tanzania.
3. The objects for which the company is established are;
 - a) Manufacture of articles of concrete, cement and plaster
 - b) manufacturing of Ceramics products
 - c) Manufacture of basic precious and other non-ferrous metals
 - d) manufacturing of utensils
 - e) Other manufacturing n.e.c.
 - f) Wholesale of agricultural machinery, equipment and supplies
 - g) Wholesale of construction materials, hardware, plumbing and heating equipment and supplies
 - h) Non-specialized wholesale trade
 - i) Wholesale of other household goods
4. The liabilities of the members are Limited
5. The share capital of the company is (TSHS. 2,500,000,000) divided into (100) shares of Shillings (TSHS 25,000,000/= each with power for the company to increase or reduce the said capital original or increased with or without any preference priority or special privilege or subjects to any post one permanent of right or to any conditions or restriction.

We the several persons whose names and address are subscribed are desirous of being formed into to company in pursuance of this memorandum of Association and we respectively agree to take number of shares in the company set opposite our respective name

S/N	NAMES, POSTAL ADDRESS AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF EACH SUBSCRIBER
1.	<p align="center">SCROWN INTERNATIONAL (HONGKONG) LIMITED People's Republic of China-HONGKONG</p>	99	<p align="center"></p> <p>1..... YI JINLONG (DIRECTOR)</p>
2.	<p align="center">YI JINLONG People's Republic of-China</p>	1	<p align="center"></p>

DATED AT DAR ES SALAAM THIS 03TH DAY OF MARCH 2025

Witness to the above signatures:

NAME: Moses Ambindwile

SIGNATURE: 



QUALIFICATION: **COMMISSIONER FOR OATHS AND NOTARY PUBLIC**

THE COMPANIES ACT NO.12 OF 2002
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
KIBO CERAMICS CO LIMITED

PRELIMINARY

1. In these Articles:

- | | |
|-----------------|---|
| “The Act” | means the Companies Act 2002 of the Laws of Tanzania. |
| “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. |
| “The Register” | means the register of the members of the company. |
| “The 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.

- (i) 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.
 - (ii) The share capital of the company is Tanzania Shillings (TShs. 2,500,000,000/=) only, divided into 100 ordinary shares each of Tanzania Shillings (TShs. 25,000,000/=) only.
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

- (i) 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.

CALLS ON SHARES

6. 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.

TRANSFER OF SHARES

7. The directors may in their discretion and without assigning any reason thereof refuse the transfer of share to any person who it shall in their opinion be undesirable for any reason whatsoever to admit to membership.
8. Shares shall be transferred in the following form or in any usual or common form which the directors shall approve. "I.A.B. of in consideration of the sum of TShs. 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 thisday of.....20.....

TRANSMISSION OF SHARES

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

FORFEITURE OF SHARE

10. If a member fails to pay any call or installment of a call on the day appointed for the payment thereof, the directors may, at any time thereafter during such time as may part of such call or installment remain unpaid serve a notice on him requiring payment of so much of the call or installment as unpaid, together with any interest which may have accrued.

ALTERATION OF CAPITAL

11. 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.

GENERAL MEETINGS

12. 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.

13. All general meetings other than the annual general meeting shall be called extra-ordinary general meetings.

NOTICE OF GENERAL MEETINGS

14. 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;

PROCEEDINGS AT GENERAL MEETINGS

15. 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.

BOARD OF DIRECTORS

16. (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.

1. **YI JINLONG**

2. **ZHANG ZHIPENG**

DISQUALIFICATION AND REMOVAL OF DIRECTORS

17. The office of director shall be vacated if the director-

(a) ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or

(b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or

BORROWING POWERS

18. 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.

19. 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 or assets of the company present or future including its uncalled capital for the time being, or by the issue at such price they think fit, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the company, or not so charged or in such other way as the directors may think expedient.

POWERS AND DUTIES OF DIRECTORS

20. 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.

SECRETARY

21. The secretary of the company shall be appointed by the directors on such term, at such remuneration and upon such conditions as they think fit. Any secretary so appointed may at any time be removed from office by the directors, but without prejudice to any claim for damages for breach of any contract of service between him and the company.

THE SEAL

22. The directors shall provide for the safe custody of the seal, which shall only be affixed to any instrument by the authority of the directors. Every instrument to which the seal shall be affixed shall be signed by such person or persons from time to time appointed for the purpose by the board of directors. Every instrument executed in the manner provided herein and required to be sealed with the seal of the company shall be deemed to be properly sealed and executed with the authority of the directors previously given.

ALTERNATE DIRECTORS

23. Any director shall have power to nominate any person to act or attend as alternate director during his absence or during his inability so to act. Such director shall be subject in all respects to the terms and conditions existing with reference to the other directors and such alternate director shall exercise and discharge all the duties of director whom he represents.
24. Unless otherwise decided by the directors the quorum necessary to transact business of the directors shall be two directors personally present.

WINDING-UP

25. If the company shall be wound up, the liquidator may, with the sanction of an extraordinary resolution of the company and any other sanction required by the Act, divide amongst the members in specie or kind the whole or any part of the assets of the company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

ALTERNATION OR ADDITION

26. Subject to the provisions of the Act and to those contained in the Memorandum of Association the company may by Special Resolution make alteration or addition so made shall be as valid and effectual as if originally contained in those Articles and be subject in like manner to alteration by Special resolution.

INDEMNITY

27. Every director or other officer of the company shall be 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.

ARBITRATION

28. If and whenever any dispute or difference shall arise between the company and any of the members or their respective representatives touching upon the construction or meaning of any of the Articles herein contained or any act matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising here under or arising out of the relation existing between the parties by reasons of these Articles or the Act, such differences shall (unless a sole arbitrator be agreed upon) forthwith be referred to the arbitration of three(3) arbitrators, one to be appointed by each party and the third to be appointed by the first two or, in the event of failure to agree within (Cap. 15) or any then existing statutory modifications or re-enactment thereof shall apply.

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2.	<p align="center">YI JINLONG People's Republic of-China</p>	1	<p align="center"></p>

DATED AT DAR ES SALAAM THIS 03TH DAY OF MARCH 2025

Witness to the above signatures:

NAME: **Moses Ambindwile**

SIGNATURE: 

QUALIFICATION: **COMMISSIONER FOR OATHS AND NOTARY PUBLIC**

