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Aly Mussa Nkhangaa
Advocate, Notary Public & Commissioner
for Oaths
Date: 22/07/2025

THE COMPANIES ACT

(Cap. 212)

COMPANY LIMITED BY SHARES

Memorandum

and

Articles of Association

of

SKYDISCOVERY MINING COMPANY LIMITED

Incorporated this day of..... 2024

Drawn by:
DAI YONGCHUN
(SUBSCRIBER)
CHINA, PEOPLE'S REPUBLIC OF, JUANGSU,
NANJING, HAIAN, FANGONGZHEN,

**THE COMPANIES ACT (Cap. 212)
COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION
OF**

SKYDISCOVERY MINING COMPANY LIMITED

1. The name of the Company is **SKYDISCOVERY MINING COMPANY LIMITED**
2. The registered office of the company will be situated in Tanzania
3. The Object for which the company is established is to carry on business as a general commercial company.
 - a) The company deals with Mining of hard coal, Mining of iron ores, Support activities for other mining and quarrying, Support activities for petroleum and natural gas extraction, Other mining and quarrying n.e.c. Construction of roads and railways, Electrical installation, Construction of utility projects, Sale of motor vehicles, Retail sale of automotive fuel in specialized stores, Retail sale of second-hand goods , Construction of other civil engineering projects, Courier activities, Cargo handling To carry on any of the wholesale and/or retail as car decoration supplies sales, supply of computers and all types of electronics accessories, Including repairing, servicing, configuration of various type of electronics equipment's
 - b) To carry out, Supply and sale of various food stuff Argo business and agriculture products in general, kitchen utensils, cooking utensils, gardening tools, metal products, scrap steel recycling, house leasing import and exports of goods
 - c) To carry on the business of Supply of various building materials on whole sale and retail sale basis.
 - d) To carry on all or any of the business of electrical, mechanical, motor and general engineers, manufacturers and merchants of, agents for, and dealers in engineering specialties of very description.
 - e) To carry out all financial services such as Insurance services, provision of loans

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- f) To carry on all or any of the business of transport, carriage and haulage contractors, owners and charter of road vehicles, aircraft and ships and boats of every description and carriers of goods and passenger by road, rail, water or air and to establish, acquire, maintain and operate transport service of every description both public and private and all services ancillary thereto and for such purposes or as independent undertakings to purchase, take in exchange, charter, hire, build, contract or otherwise acquire and to own, operate, work, manage, maintain, repair, service and deal with and in road vehicles, aircraft and vessels of every supplies therefore and to conduct any such business within the country or any other state in Africa or Europe or Asia and or any other foreign country.
- g) To engage in and or otherwise carry on the business of professional investors and entrepreneurs, business ventures, manufacturers, super traders, importers, exporters, distributors, suppliers, dealers in commercial and industrial goods, general business consultants, all . businesses and trades incidental analogous, similar thereto required to be and otherwise capable of being carried on in conjunction therewith.
- h) To construct, maintain and improve or subscribe towards the construction maintenance improvements of roads, water-works, and canals, and also of tramways, railways, and other roads and quays and wharves for the purpose of the company, or for access to the lands, works, and properties of the company, or to connect the same with other lines of communications.
- i) To carry on business as proprietors and operators of hotels, restaurants, lodges, camps, leisure facilities, motels, guest house, refreshment and tea rooms, cafes, and milk and snake bars, beer houses, and lodging housekeepers, wine, beer and spirit merchants and as restaurants caterers and catering contractors, construct, own gambling premises, gaming casinos and to enter into or carry into effect agreements with any government or other authority, supreme, municipal, local or otherwise of with other person or company relating to the operational executive or other field of the Company or the use of immovable property or other facilities at the disposal of the Company or for other purpose

- for which the Company is equipped or considers necessary, to equip and furnish any property for the purpose of letting it to visitors or guest, whether in rooms suite, tents, chalets, cottages, moveable structures or otherwise.
- j) To purchase, take on lease and otherwise acquire for investment or resale any estate, land, buildings, easements and other rights and interests in immovable property or any tenure in Tanzania and elsewhere and to sell let or lease exchange or otherwise dispose of or grant rights over any immovable property, belong to the company.
 - k) To purchase, take or lease or in exchange, hire or otherwise acquire and hold any state or interest in any lands buildings, casements, rights, licenses secret processes, machinery, plants, stock, in trade and real or personal property of any kind.
 - l) To accept payment for any property or rights sold or otherwise disposed or dealt with by the company either in cash, by instalment or otherwise or in fully or partly paid up shares of the company or corporation, with or without deferred or preferred or guaranteed rights.
 - m) To carry any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with the above business or the general business of the company.
 - n) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise, and either alone or • in conjunction with others and either or though agents, sub-contractors, trustees and otherwise.
 - o) To remunerate any person, firm or company rendering services to this company, whether by cash payments or by allotment to him or them of shares or securities of the Company credited and paid in full or in part, otherwise.
 - p) To accept for safe custody and keep for customers of the company all kinds of securities valuables and things.

- q) To lend money on any terms that may thought fit, and particularly to customers or other person or corporations having dealing with societies and to give any guarantees that may be expedient.
- r) To advance money to shareholders in the company, and other to the purpose of enabling the person borrowing the same erect or purchase, or enlarge or repair any house or building or to purchase the fee simple or any less estate or interest in, or to take a demise for any term or terms of years of any freehold or leasehold property upon such terms and conditions as the company may think fit.
- s) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- t) To distribute among the members in pieces any property of the company, or any proceeds of sale or disposal of any property of the company.
- u) To draw, make, accept, endorse, discount execute and issue promissory notes, bills of lading, warrants, debentures and negotiable or transferable instruments.
- v) To act as agents or brokers, and as trustees for any person firm or company, and to undertake and perform sub-contracts and also to act in any other business of the company through or by means of agents, brokers, sub-contractors or others.
- w) To take or otherwise and hold shares in any other company having objects altogether or in part similar to this company, or carrying on any business capable of being conducted so as directly or indirectly to benefit the company.

4. The Liability of the members is Limited.

5. Capital of the company

The capital of the Company is Shillings 50,000,000= divided into 10,000 shares of Shillings 5,000/= each. The Company shall have powers to increase its capital and to divide the shares in its capital for the time being into several classes of stock or shares and to attach thereto respectively such preferential, deferred or special rights, privileges, or conditions as may be determined by or in accordance with the Articles of Association of the Company.

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 were 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 refuse 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 who may desire to sell or transfer any such shares and every personal representatives 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 days 21 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.

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

(b.) Every shareholder or trustee in bankruptcy, or any person who may desire to sell or transfer any such shares and every who may desire to sell or transfer any such shares and every personal representatives 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.

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5. GENERAL MEETING

The Regulation of Companies Act shall apply 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 General Meeting the Directors shall not be less than two and not more than seven in number.
- (b.) The following persons shall be the first Directors of the company: -

1. DAI YONGCHUN

2. SHENG LIHUA

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.

7. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two.

8. 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.

9. 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.

POWERS

10. 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.

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 Act 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 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

ARBITRATION

21. 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 in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or is in connection with any application (under Section 481 of the Act) in which relief is granted to him by the Court.

INDEMNITY



20. 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.

ALTERNATION OR ADDITION

19. With the sanction of a special resolution of the shareholders any part of the assets of the Company including any shares in other Companies may be divided between the members of the Company in special 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.

WINDING UP

event of failure to agree within (Cap. 15) or any then existing statutory modifications or re-enactment thereof shall apply.

S/N	Names, Addresses, and Description of Subscribers.	Number of shares taken by each Subscriber	Signature
1	DAI YONGCHUN CHINA, PEOPLE'S REPUBLIC OF, JUANGSU, NANJING, HAIAN, FANGONGZHEN	9000	
2	SHENG LIHUA CHINA, PEOPLE'S REPUBLIC OF, JUANGSU, NANJING, HAIAN, FANGONGZHEN	1000	

Dated at 10 This 12 day of 2024

Witness to the above signature

Name NOELINA BIPPA IBRAHIM

Signature 

Postal address 1895-TANGA

Qualification COMMISSIONER FOR OATH




 Certified as True Copy of the Original
Ally Mussa Nkhangaa
 Advocate, Notary Public & Commissioner
 for Oaths
 Sign: 
 Date: 22/07/2025