

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

THALORA INTERNATIONAL COMPANY LIMITED

Incorporated this day of, 2025

Drawn by:

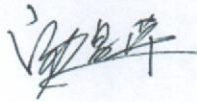
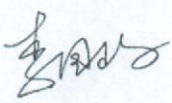
LI GUO ZHENG (Subscriber)

P.O BOX 15283
PALM BEACH
MIKOCHE NI
KINONDONI
DAR ES SALAAM

THE COMPANIES ACT, 2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
THALORA INTERNATIONAL COMPANY LIMITED

1. The name of the Company is “**THALORA INTERNATIONAL 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) Mining
 - b) Extraction and Processing of Mineral
 - c) Supply of Building
 - d) Construction of Building
 - e) Construction of utility Projects
 - f) Construction of other civil engineering projects
 - g) Real estate activities with own or leased property
 - h) Other personal service activities
 - i) To carry on the business of architectural consultancy, engineering consultancy and all related activities.
 - j) To carry on business of building renovations and maintenance and all related activities.
 - k) Electric power generation, transmission and distribution
 - l) Combined office administrative service activities
4. The liability of members is limited.
5. The share capital of the company is Tanzania shillings one Million (1,000,000/=), divided into (100/=) Ordinary shares of Tanzania shillings Ten Thousand (10,000/=) each and the company shall have power 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 in accordance with the Articles of Association of the company.

WE, the PERSONS, whose names and addresses are subscribed, desire to be 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 opposite our respective names.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN	SIGNATURE
TANG CHANG RONG PALM BEACH MIKOCHEMI KINONDONI DAR ES SALAAM	20	
LI GUO ZHENG PALM BEACH MIKOCHEMI KINONDONI DAR ES SALAAM	80	

Dated at Dar es Salaam this 03 Day of 06 2025

WITNESS TO THE ABOVE SIGNATURE:

Name: MICHAEL CHAHE

Signature: MChah

P O Box: 77738 DSM

Qualification: COMMISSIONER FOR OATHS



**THE COMPANIES ACT 2002
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF**

THALORA INTERNATIONAL COMPANY LIMITED

PRELIMINARY

1. The regulations contained in Part I of Table 'A' of the first schedule to the Companies Act 2002 (hereinafter called Table 'A') shall apply save for regulation 22, save in so far as they are hereby varied or excluded

2. In these regulations:

“The Act” means of the Companies Act of 2002.

When any provision of the Act is referred to the reference in that provision 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 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, co-operative societies, etc.

PRIVATE COMPANY

3. The company is a private company and accordingly:
 - (a) The right to transfer shares in 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 having been formerly in the employment of the company were in such employment and have continued after the determination of such employment to be members of the company) is limited to 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 treated as a single member.
 - (c) Any invitation of the public to subscribe for any shares or debentures of the company is prohibited.
 - (d) The company shall not have power to issue shares, warrants to bearer.

TRANSFER OF SHARES

4. The directors may in their discretion and without assigning any reason there for decline to register any transfer of any share whether or not it is a fully paid share.
5. 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 any person who is not a member so long as there is a member or any person selected by the directors as one who it is desirable in buying the shares. All share transfers shall be approved by the Board of Directors.

- (b) Every shareholder or trustee in bankruptcy, or any person who may desire to sell or transfer any such share 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 any member or members of the company at a price to be agreed upon between the party giving such notice 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 or 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 the price of such shares 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 such shares amongst the shareholders (if more than one) who shall have expressed their desire to purchase the same and as far as may be pro-rata according to the number of shares already held by them respectively, or if there be only one such shareholder, the whole of such shares shall be obliged to take more than the maximum of such shares stated in his answer to the said notice.
- (d) 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 the single shareholder who shall have agreed to purchase the same.

GENERAL MEETINGS
NOTICE OF GENERAL MEETINGS AND PROCEEDINGS AT GENERAL
MEETINGS

6. Articles 39 to 53 of Table 'A' shall apply subject 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.

DIRECTORS

7. Until otherwise determined by the company in a general meeting the directors shall not be less than two and not more than ten in number.

1. TANG CHANG RONG

2. LI GUO ZHENG

8. The share holding qualifications for directors may be fixed by the company in a general meeting and unless and until it is so fixed the qualification prescribed by the Act shall prevail.
9. The quorum of Directors for transacting business shall unless otherwise fixed by the directors be two.
10. A resolution in writing signed by all the Directors then in Tanzania shall be valid and effectual as if it had been passed at meeting of directors duly called and constituted.
11. The directors may from time to time borrow or raise moneys for the purpose of the company which may exceed the issued share capital of the company.

BORROWING POWERS

12. The Directors may exercise all powers of the company to borrow, lend and guarantee the repayment of money and to mortgage or to charge or otherwise secure its understating, assents, property and uncalled capital or any part thereof and to issue debenture stock and other securities whether outright or as security for any debt, liabilities of the company or of any third party.

ALTERNATE DIRECTORS

13. Each director may nominate a person, who shall be approved of in writing by the other directors, to act as alternate in his place during his absence from Tanzania or inability to act as such director. Such Alternate Director shall be subject in all other respects to the terms and conditions existing with reference to the directors of the company, and such Alternate Directors when acting shall exercise and discharge all the duties and functions of the Director whom he represents and in the case of an Alternate Director being unable to act during the absence or inability to act as the Director whom he represents he may be subject to the like approval of the other Directors appoint a duly qualified person to act in his place.

SECRETARY

14. The secretary shall be appointed by the Board for such terms 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

15. With the sanction of the special resolution of the Shareholders, any part of the assets of the company including any shares in other companies maybe divided between the members of the company in specie or may be vested in Trustee 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 in any liability.

INDEMNITY

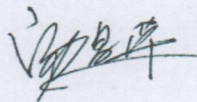
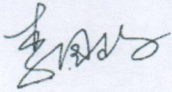
16. Every Director, Managing Director, agent, auditor, secretary and any other officer of the company shall be entitled to be indemnified by the company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto and none shall be liable for the acts, receipts, neglects or defaults of others or for joining in receipts for the sake of conformity or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto unless the same shall happen by or through their own willful neglect or default in connection with any application in which relief is granted to him by the Court.

ALTERATION OR ADDITIONS

17. Subject to the provision of the Act and to those contained in the Memorandum of Association, the company may by special Resolution make alterations or additions to articles of Association and any such alterations or additions so made shall be as valid and effectual as if originally contained in these articles and be subject in like manner to alteration by special Resolution.

ARBITRATION

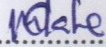
18. If and whenever any dispute or difference shall arise between the company and any of the members or their respective representatives touching upon the construction or meaning of any of the articles herein contained or any act matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising hereunder or arising out of the relations existing between the parties by reason 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 thirty (30) days the procedure laid down in the Arbitration Act (cap. 15) or any other than the existing statutory modifications or re-enactment thereof shall apply.

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