

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

RELONO ROCK LIMITED

Incorporated this day of, 2025

Drawn by:

FEI LI (SUBSCRIBER)

P.O.BOX 539 DAR ES SALAAM

THE COMPANIES ACT, 2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
RELONO ROCK LIMITED

1. The name of the Company is "RELONO ROCK LIMITED "
2. The Registered office of the Company will be situated in mainland Tanzania.
3. The objects for which the Company is established are;
 - a. Cutting ,shaping and finishing stone.
 - b. Manufacture of non-metallic mineral products.
 - c. Wholesales of non-specialized products.
4. The liability of members is limited.

5. The share capital of the company is Tanzania shillings fifty Million (50,000,000/=), divided into one thousand (1000) Ordinary shares of Tanzania shillings fifty Thousand (50,000/=) 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.

	Name address and description of subscriber	Number of shares taken	Signature
1	FEI LI P.O.BOX 539 DAR ES SALAAM	800	李飞
2	CHUNHUA HUANG P.O.BOX219 DAR ES SALAAM	200	黄春华

Dated at dar es salaam this 13 day of 5 2025

Witness to the above signature:

INNOCENT. J. MKENDA

ADVOCATE

[Handwritten Signature]



COMPANIES ACT 2002
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
RELONO ROCK LIMITED
PRELIMINARY

1 The Regulations of Table A in the First Schedule to the Companies Act 2002 shall not apply to the Company except so far as the same are repeated or contained in these Articles.

1 **INTERPRETATION:**

- a). In these Articles the words standing in the first column of the table next thereafter contained shall bear the meaning set opposite them respectively in the second column thereof if not inconsistent with the subject or context.

- b) The Company: **RELONO ROCK LIMITED**

- c) The Act: The Companies Act 2002 or statutory Re-enactment or modification thereof for the time being in force and reference to any section or provisions of the Act shall include a reference to any statutory re-enactment or modification of such section or provision for the time being in force.

- d) These Articles: These Articles of Association as originally framed or as altered from time to time by special resolution.

- e) The Directors: The Directors for the time being of the company or if there be only one Director then such one Director.
- f) Members: Members of the Company.
- g) The Register: The register of members for the time being of the company.
- h) The Office: The registered office for the time being of the company.
- i) The Seal: The common Seal of the Company.
- j) The Month: Calendar month.
- k) Year: A year from 1st January, to 31st December inclusive.
- l) Paid Up: Paid up or credited as paid up.
- m) The Secretary: The Secretary for the time being of the company and any person appointed by the Directors to perform any of the duties of the Secretary of the Company.
- n) Dividend: The Dividend declared by the Company and Includes a bonus.

Writing shall include printing, lithography and any other mode or modes of representing or producing words in a visible form;

Words importing the singular number only shall include the plural number and vice versa;

Words importing the masculine gender only shall include the feminine gender; and

Subject as aforesaid any words or expressions defined in the Act shall except where the subject or context forbids bear the same meaning in these Articles.

The company shall forthwith enter into the Agreement mentioned in clause 3 of the Memorandum of Association with such modifications (if any) as the Directors shall approve.

PRIVATE COMPANY.

3 **The Company is a private Company and accordingly:**

- (a). No invitation shall be made
- (b). to the public to subscribe for any shares or debentures of the Company.
- (c). 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 for the purpose of this provision where two or more persons hold one or more shares in the Company jointly they shall be treated as a single member.
- (d). No bearer share warrants shall be issued; and
- (e). The right to transfer the shares of the company is restricted in the manner hereafter appearing.

CAPITAL.

4 The original share capital of the Company is Tshs. 50,000,000/= divided into 1000 shares of Tsh50,000/= each.

5 Without prejudice to any special rights previously conferred on the holders of any shares or class of shares already issued (which special rights shall not be modified, affected, varied extended or surrendered except with the consent or sanction as provided for in the next following Article) any shares in the company's capital for the time being

unissued may be issued with such preferential, deferred, qualified or special rights, privileges, conditions or such restrictions, whether in regard to dividend, return of capital or otherwise as the Company may from time to time by Ordinary Resolution direct or if no such direction is given as the Directors determine.

MODIFICATION RIGHTS.

6 All rights, privileges, conditions or restrictions for the time being attached or belonging to any class of shares for the time being forming part of the capital of the company may from time to time be modified, affected, varied, extended, surrendered in any manner with the consent in writing of the holders of not less than three - fourths of the issued shares of that class or with the sanctions of an extraordinary resolution passed at a separate General Meeting of the members of that class. To any General Meeting, the provisions of these Articles as to General Meetings of the company shall mutatis mutandis apply but so that the necessary quorum shall be members of the class holding or representing by proxy one third of the capital paid or credited as paid on the issued shares of that class.

7 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed not to be varied by the creation or issue of further shares ranking "paripassu" therewith.

PREFERENCE SHARES.

8 Subject to the provisions of the Act, any preference shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, or at the option of the company are liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine.

ALLOTMENT OF SHARES.

9 Subject to the provision of these Articles relating to new shares, the shares shall be at the disposal of the Directors and they may (subject to the provisions of the Act) allot, grant

option over or otherwise dispose of them to such persons, on such terms and conditions and at such times as they think fit, but so that no share shall be issued at a discount, except in accordance with the provisions of the Act.

- 10 The Company may exercise the powers of paying commissions conferred by the Act: provided that the rate per centum or the amount of commissions paid or agreed to be paid shall be disclosed in the manner required by the said section and the rate of the commission shall not exceed the rate of ten (10) per centum of the price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
- 11 Except as required by law, no person shall be recognized by the Company as holding any shares upon any trust and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part or (except only as these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
- 12 Nothing contained in these Articles shall preclude the Directors from allowing the allotment of any share to be renounced by the allottee in favor of some other person.

SHARE CERTIFICATE.

- 13 Every person whose name is entered as a member in the register of members shall without payment be entitled to one certificate for all his shares under the Common Seal of the Company specifying the share or shares held by him and the amount paid thereon: provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.
- 14 The Company shall be entitled to treat the person whose name appears upon the register in respect of any shares as the absolute owner thereof and shall not be under obligation

to recognize any trust or equity or equitable claim to or partial interest in such shares whether or not it shall have expressed or other notice thereof.

§ If a share certificate is defaced, lost or destroyed it may be renewed on payment of such fee if any (not exceeding five thousands (5,000) shillings) and on such terms if any as to evidence and indemnity as the Directors think fit.

§ The Company shall not give whether directly or indirectly and whether by means of a loan guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding Company but nothing in these presents shall prohibit transactions mentioned in the proviso to section 46(1) of the Act.

LIEN.

§ The Company shall have a first and paramount lien on every share (not being a fully paid 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 other than fully paid shares standing registered in the name of a single 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. The company's lien(if any) on a share shall extend to all dividends payable thereon.

§ The lien hereby conferred shall be attached to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder or shall be one of several joint holders.

§ The Directors may sell in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.

- 21 To give effect to any such sale the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the share comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- 22 The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue (if any) shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the persons entitled to the shares at the date of the sale.

CALLS ON SHARES.

- 23 The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times: provided that no call shall be payable at less than one month from the date fixed for payment of the last preceding call and each member shall (subject to receiving at least fourteen days notice specifying the time or times and place of payment) pay to the company at the time or times or place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.
- 24 A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed and may be required to be paid in installments.
- 25 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 26 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 on the sum from the day appointed for payment thereof to the time of actual payment at such rate

not exceeding ten (10) per centum per annum, as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part.

- 3 The provision of these Articles as to liability of joint holders and 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 to 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.
- 4 Any sum by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, share for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue, the same becomes payable; and in case of non - payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made.
- 5 The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled or 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 payable) pay interest at such rate not exceeding (unless the Company shall in the General Meeting otherwise direct) eight (8) per centum per annum, as may be agreed upon between the Directors and the member having such sum in advance.
- 6 The Directors may make arrangements on the issue of shares for difference between holders in the amount of calls to be paid and in times of payment.
- 7 No members shall be entitled to receive any dividend or to be present or to vote on any question, either personally or by proxy, at any General Meeting or upon a poll, or to be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares held by him, whether alone or jointly with any other person.

TRANSFER OF SHARES

- § The instrument of transfer of any share shall be executed by or on behalf of the transferor and 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.
- § Subject to such of the restrictions of these Articles as may be applicable any member may transfer all or any of his shares by instrument in writing in the usual or common form or may other form which the Directors may approve.
- § (i). A share may be transferred by a member or other person entitled to transfer to any member selected by the transferor; but save as aforesaid and save as provided by sub - Articles (8) and (9) hereof, no share shall be transferred to a person who is not a member so long as any member is willing to purchase the same at the fair value (as determined pursuant to sub - Articles (2) and (6) hereof.
- (ii). Except where the transfer is made pursuant to sub - Articles (8) and (9) hereof, the person proposing to transfer any share (hereinafter called a "proposing transferor") shall give advice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value and shall constitute the Company his agent for the sale of the share to any member of the Company or person as aforesaid willing to purchase the share (hereinafter called the "purchasing member") at the price as fixed, or at the option of the purchasing member at the fair value to be fixed by the auditors in accordance with sub - Articles (4) hereof. A transfer notice shall constitute an offer for sale of the number of shares specified therein and the said offer shall be open for acceptance in total by the purchasing members and not in respect of only some of the shares stated in the transfer notice.
- (iii). The Directors shall forthwith give notice to all the other members of the Company of the number of shares to be sold and the fair value fixed by the proposing transferor and invite each of them to state in writing within fourteen

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.

- (iv). Subject to sub - Article (2) of this Article at the expiration of the said fourteen days, the Directors shall allocate the said shares to or amongst 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 necessary to pro - rate according to the number of shares 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.
- (v). If the company shall within a space of twenty eight days after being served with a transfer notice find a purchasing member and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value as fixed in accordance with sub - Articles (2) or (6) hereof, to transfer the share to the purchasing member.
- (vi). In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share the Auditor for the time being of the Company shall on the application of either party certify in writing the sum which, in this opinion, is the fair value, and such sum shall be deemed to be the fair value and in so certifying the Auditor shall be considered to be acting as an expert and not as an Arbitrator, and accordingly the Arbitration Act shall not apply.
- (vii). If in any case the proposing transferor, having become bound as aforesaid, makes a default in transferring the share the Company may receive the purchase money, and the proposing transferor shall be deemed to have appointed any one Director or Secretary as his agent to exercise a transfer of the share to the purchasing member, and upon the execution of such transfer the Company shall hold the purchase money in trust for the proposing transferor. The receipt of the company for the purchase money shall be a good discharge to the purchasing member and

after his name has been entered in the Register in the purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

- (viii). If the Company shall not within the space of twenty eight days after being served with a transfer notice find a purchasing member and give notice in the manner aforesaid, the proposing transferor shall at any time within three months after the expiration of the said twenty eight days be at liberty, subject to sub - Article (10) hereof, to sell and transfer the share (or where there are more shares than one of those not placed) to any person whether he is a member of the Company or not.

- (ix). Any share may be transferred by a member to any child or otherwise, son in law, daughter in law, father, mother, brother, sister, and any share of a deceased member may be transferred by his executors or administrators to any child or other issue, son in law, daughter in law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased member to which such deceased member may have specifically bequeathed the same), and shares standing in the name of a deceased member or his executors or administrators (if specifically bequeathed to any of the said relations) may be transferred upon any change of trustees to trustees for the time being of such will and the restrictions in sub - Article (1) hereof shall not apply to any transfer authorized by this sub - Article.

- (x). The Directors may in their absolute discretion and without assigning any reason therefore refuse to register any transfer of a share whether or not it is a fully paid share and may also decline to register any transfer of shares (whether fully paid or not) where:
 - (a). the Company has a lien on the share; or
 - (b). the share intended to be transferred is not a fully paid share and the Directors are of the opinion that it is undesirable in respect of such shares to admit the proposed transferee to membership; or

- (c). the registration of the transfer would cause the number of members of the Company to exceed the number permitted hereunder.

vi). The Directors may decline to recognize any instrument of transfer unless:

- (a). such fee not exceeding ten (10) shillings as the Directors may from time to time require is paid to the Company in respect thereof; and
- (b). the instrument of transfer is deposited at the registered office or at such other place as the Directors may appoint accompanied by the certificate of the shares to which it is related and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and if the instrument is executed by some other person on his behalf the authority of that person so to do.

All instruments of transfer which are registered may be retained by the Company.

§ If the Directors refuse to register a transfer they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

§ The registration of transfers may be suspended at such times and for such periods (not exceeding a total of thirty days in any year) as the Directors may from time to time determine.

TRANSMISSION OF SHARES

- § (a). In case of the death of a member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased, where he was a sole holder, 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 joint holder from any liability in respect of any share which has been jointly held by him with other persons.

(b). In the case of a share registered in the names of two or more holders

the survivor or survivors or the personal representatives of the deceased survivor shall be the only persons recognized by the Company as having any title to the share.

Any person 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 properly be required 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 a transfer of the share as the deceased or bankrupt 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 transfer of the share by the deceased or bankrupt person before the death or bankruptcy.

If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of this share. All the limitations, restrictions and provisions of these Articles relating to the right of transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of a member had not occurred and the notice or transfer were a transfer signed by that member.

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 meetings of the Company; provided that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, if the notice is not complied with within ninety days, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.