

THE COMPANIES ACT, CAP 212

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

IJK GROUP LIMITED

Incorporated on the day of 2025.

DRAWN BY :

VERONICA VICTOR TESHA,

P.O. BOX 6917,

DAR ES SALAAM.

(SUBSCRIBER)

THE COMPANIES ACT CAP 212

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

IJK GROUP LIMITED

- 1.** The name of the Company is **IJK GROUP LIMITED.**

- 2.** The registered office of the company will be situated in Tanzania mainland.



- 3.** The objects for which the company is established are:
 - 3.1 To manufacture Industrial Mineral Powder, including the grinding, processing, refining, and supplying of mineral powders such as dolomite powder, limestone powder, gypsum powder.
 - 3.2 To manufacture Wall Putty, Gypsum Boards, emulsion paints and paints; including the processing, blending, mixing and formulation of cement based and gypsum based products.
 - 3.3 To carry on Milk Processing and Packaging: bottling and packaging of milk; and the manufacture, processing and distribution of dairy products such as butter, cheese, yogurt, flavored milk, condensed milk, milk powder, and other value added dairy products.

- 3.4 To carry on Fresh Food and Dry Food Processing: including packaging and preservation of fruits, cereals, snacks, spices, condiments and other packaged food products.
- 3.5 To carry on Fruit Juices Processing, including packaging, and distribution of fruit juices, canned fruits, and allied fruit based consumables;
- 3.6 To carry on processing of Ice Cream, including flavored ice creams, frozen yogurts and allied frozen delicacies;
- 3.7 To Manufacture Corn Flour, including the milling, grinding, refining, blending, packaging, and supplying of corn flour and corn starch.
- 3.8 To carry on the business of estate trade, including but not limited to the acquisition, development, management, leasing, and sale of land, buildings, and other immovable properties
- 3.9 Mining and related activities, including extraction, processing, refining, and trading of minerals, precious stones and other allied natural resources.

4. The Liability of the members is Limited.

5. The share capital of the company is Tanzania shillings Ten Billion (10,000,000,000/=), divided into One Million (1,000,000) 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 as preferential, deferred or in accordance with the Article of Association of the company.

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 agree to take the number of shares in the capital of the company set opposite our respective names:

Name, Address and Description of Subscriber	Number of Shares taken	Signature
1. ISAAC JOSEPH KESSY, P.O. BOX 55967, DAR ES SALAAM. neisasha@yahoo.com	990,000	
2. STEVE ISAACK KESSY P.O. BOX 55967, DAR ES SALAAM. neisasha@yahoo.com	10,000	

Witness to the above signatures:

Name: VERONICA VICTOR TESHA

Signature: 

Postal Address: 6917 - DSM

Qualifications: ADVOCATE

Dated: This 3rd day of September 2025.



THE COMPANIES ACT, CAP. 212

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

IJK GROUP LIMITED

The regulation of Table 'A' in the First Schedule to the Companies Act CAP 212 shall apply to this Company as its Articles of Association including additions contained in these regulations.

1. Interpretation

In these articles:-

"**the Act**" means the Companies Act;

"**the articles**" means the articles of the company;

"**clear days**" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"**the seal**" means the common seal of the company;

"**Secretary**" means any person appointed to perform the duties of the secretary of the company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photograph, 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 on the company.

2. SHARES

2.1 The initial share Capital of the Company is Tanzania shillings Ten Billion (10,000,000,000/=), divided into One Million (1,000,000) 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.

- a) Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return or Capital or otherwise as the Company may from time to time by special resolution determine.
- b) Subject to the provisions of the Act, the redeemable preference shares will be issued on the terms that they are, or at the option of the Company are liable to be, redeemed and have the rights in a winding up as set out.
- c) The Company is a private Company and accordingly no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or

debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

- d) The Company may pay to any person a commission in consideration of his subscribing or agreeing to subscribe, whether absolute or conditional, for any shares in the Company: provided that such commission shall not exceed 10 per cent of the price at which such shares are issued, or an amount equivalent to such percentage; and the requirements of the Act shall be observed.
- e) The Directors may subject to Article hereof allot, grant options over or otherwise deal with or dispose of any relevant securities of the Company in accordance with the provisions of these Articles and the Act to such persons and generally on such terms and conditions as the Directors think proper.
- f) The general authority conferred by paragraph (a) of this article shall be conditional upon due compliance with Article hereof and shall extend to the amount of the authorized share Capital of the Company upon its incorporation.
- g) The Directors shall be entitled under the general authority conferred by paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority.
- h) If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends or other moneys payable in respect of such share.

- i) No person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or required to recognize and equitable, contingent, future or partial interest in any share or any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder, except as by these Articles otherwise expressly provided or as required by law.

- j) Every member shall be entitled, without payment, to receive within two months after allotment or lodgment of transfer (unless the conditions of issue provide for a longer interval) one certificate (under the Company's common seal or for all the shares registered in his or its name, specifying the number and (where necessary) denoting numbers of the shares in respect of which it is issued and the amount paid up thereon; Provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. Every certificate shall be signed by one Director and countersigned by the Secretary or by an assistant or Deputy Secretary. Where only part of the shares comprised in a certificate is transferred, the member transferring shall be entitled without payment to a certificate for the balance thereof.

- k) If any share certificate shall be defaced, worn out, destroyed or lost, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company investigating the evidence as the Directors shall require but otherwise free of charge and (in case of defacement or wearing out) on deliver up of the old certificate.

3. LIEN

- a) The Company shall have a first and paramount lien upon all shares (whether fully paid or not) registered in the name of any member, either

alone or jointly with any other person, for his or its debts, liabilities and engagements, whether solely or jointly with any other person, for his or its debts, liabilities and engagements, whether solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfillment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may at any time declare any share to be exempt, wholly or partially, from the provision of this Article.

- b) The Directors may sell the share subject to any such lien at such time or times and in such time or times and in such manner as they think fit, but no sale shall be made until such time as the monies in respect of which such lien exists or some part thereof are or is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due to specifying the liability or engagement and demanding payment or fulfillment or discharge thereof and giving notice of intention to sell in default shall have been served on such member or the person (if any) entitled by transmission to the shares, and default in payment, fulfillment or discharge shall have been made by him or them for fourteen days after such notice.
- c) The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company, or of the liability or engagement, as the case may be, and the balance (if any) shall be paid to the member or the persons (if any) entitled by transmission to the shares so sold.
- d) Upon any such sale as aforesaid, the Directors may authorize some persons to execute an instrument of transfer of the shares sold to the purchaser

and may enter the purchaser's name in the register as holder of the shares, and the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

- e) No member shall be entitled to receive any dividend or to exercise any privilege as a member until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any person, together with interest and expenses (if any).

4. CALLS ON SHARES

- a) The Directors may, subject to the provisions of these Articles, from time to time make such calls upon the members in respect of all monies unpaid on their shares as they think fit, provided that fourteen days' notice at least is given of each call and each member shall be liable to pay the amount of every call so made upon him to the persons, by the installments (if any) and at the times and places appointed by the Directors.
- b) A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.
- c) The joint holders of a share shall be jointly and severally liable for the payment of all calls and installments in respect thereof.
- d) If before or on the day appointed for payment thereof a call or installment payable in respect of a share is not paid, the person from whom the same is due shall pay interest on the amount of the call or installment at such rate not exceeding 20 per cent per annum as the Directors shall fix from the day appointed for payment thereof to the

time of actual payment, but the Directors may waive payment of such interest wholly or in part.

- e) Any such which by the terms of allotment of a share is made payable upon allotment or at any fixed date, whether on account of the amount of the share or by way of premium, shall for all purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these Articles as to payment of interest and expenses, forfeiture and the like, and all other relevant provisions of these Articles, shall apply as if such sum were a call duly made and notified as hereby provided.
- f) The Directors may, from time to time, make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.
- g) The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the monies due upon his shares beyond the sums actually called up thereon, and upon the monies so paid in advance, or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the Directors may pay or allow such interest as may be agreed between them and such member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up.

5. TRANSFER OF SHARES

- a) Subject to the restrictions of these Articles, shares shall be transferable, but every transfer must be in writing and must be left at the registered office, accompanied by the certificate of the shares

to be transferred and such other evidence (if any) as the Directors may require to prove the title of the intending transferor.

- b) This instrument of transfer of a share shall be executed by the transferor and, when the share is not fully paid, 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.
- c) Any share may be transferred at any time by a member to his or her father or mother, or to any lineal descendant of such father or mother, or to his or her wife or husband; and any share of a deceased member may be transferred by his executors or administrators to the widow or widower of any such relative as aforesaid of such deceased member, being a cestui que trust or specific legatee thereof, and shares standing in the name of any deceased member may be transferred to or placed in the names of the executors or trustees of his will, and upon any change of trustees may be transferred to the trustees for the time being of such will. Any member may transfer all, but not part only, of its shares to its wholly owned subsidiary but on terms that immediately upon such transferee ceasing to be the transferor's wholly owned subsidiary such shares shall be transferred to the transferor or another of its wholly owned subsidiaries. The holders of the shares between themselves.
- d) No share shall in any circumstances be issued or transferred to any infant, bankrupt, person of unsound mind or any Specific Competitor.

- e) Subject to the provisions of these Articles a member may sell shares PROVIDED THAT it is a sale of its entire holding of shares or a holding of shares which represents 10 per cent of the ordinary shares in issue (or an integral multiple thereof) and 10 per cent of the redeemable preference shares in issue (or an integral multiple thereof) and the rights of first refusal conferred of the other members under these Articles shall have been exhausted.
- f) Any member who wishes to sell any shares (a "**Vendor**") shall give notice in writing to the Company and the other members of such wish (a "**Transfer Notice**") identifying:
- i. The person (not being a Specified Competitor, to whom it proposes to sell its Shares is they are not purchased by the other Shareholders pursuant to the provisions of these Articles (the "**Proposed Transferee**");
 - ii. The number of the Proposed Transferee's ultimate parent Company and controlling shareholders, if any,
 - iii. The number of shares to be sold which shall either be his entire holding of shares or a holding of shares which represents 10 per cent of the ordinary shares in issue or in integral multiple thereof) and 10 percent of the redeemable preference shares in issue (or an integral multiple thereof);
 - iv. The price per share offered by the proposed transferee (**the Prescribed Price**) and other terms of the proposed sale.

g.) The Transfer Notice shall not be effective if it does not contain such information. The Transfer Notice shall constitute the Company the Vendor's agent for the sale of all, but not some only, of the shares held by the Vendor specified in the transfer Notice (the "**Sale Shares**") to the other members at the Prescribed Price.

h.) The Transfer Notice shall be accompanied by the vendor's share certificates in respect of the Sale Shares and a duly executed transfer in blank in respect thereof and (save as hereinafter provided) may not be withdrawn.

i.) Within 14 business days of receipt of the Transfer Notice by the Company, the Company shall give notice in writing to the other members specifying the number of Shares and the Prescribed Price thereof and offering the Sale Shares for sale to the other members at the Prescribed Price. Such notice shall require the other members to state in writing within 21 days of the date of the notice:

- i. That it is willing to purchase all of the Sale Shares at the prescribed Price; or
- ii. That if it consents to the sale of all the Sale Shares within 14 days then such other members shall be deemed to have served a notice pursuant to Article at the end of such 21 days period.

j.) In the event that a notice is served by only one member pursuant to these Article in respect of all of the Sale Shares, such member shall within 14 days thereafter complete the purchase from the Vendor of such number of Sale Shares as shall be determined by multiplying the total number of Sale Shares by a percentage of which the numerator shall be the number of ordinary shares and redeemable preference shares in issue in the Capital of the Company held y such member and the denominator shall be the total number of ordinary shares and

redeemable preference shares in issue in the Capital of the Company held by all the members serving a notice pursuant to these Article

- k.) The Vendor shall be bound to transfer all the Sale Shares at the Prescribed Price, and if it makes default in so doing the Company may receive the purchase money and the Directors appointed by the other members may authorize some person to execute a transfer and assignment, as appropriate of the relevant number of Sale Shares in favour of the other members (the "**Shareholder Purchasers**") and the Company shall hold the purchase money in trust for the Vendor.
- l.) The receipt by the Company of the purchase money shall be a good discharge to the Shareholder Purchasers and after its name has been entered in the Company's Register of members in exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- m.) If such purchase is not completed (for any reason other than the Vendor's default) within such period of 14 days, then the certificates and duly completed transfer and assignment in respect of the Sale Shares shall be returned to the Vendor and consent shall be deemed to have been given pursuant to these Articles and the provisions of Articles shall apply.
- n.) In the event that a notice is given or deemed to be given by the other members pursuant to these Articles the Vendor shall be at liberty to sell all of the Sale Shares at any time within 14 days after the date of such notice (or, if no actual notice is given pursuant to these articles, the expiry of the period of 21 days provided for under these Articles to the Proposed Transferee at the Prescribed Price and otherwise upon no

more favorable terms than those offered to the other members and as stated in the Transfer Notice.

- o.) The Directors shall refuse to register the transfer of any share other than a transfer permitted under these Articles and may, in their absolute discretion and without assigning any reason thereof, decline to register any transfer of any share whether or not it is a fully paid share.
- p.) If the Directors refuse to register a transfer of any shares they shall within two months after the date on which the transfer was lodged with the Company sent to the transferee notice of the refusal, as required by the provision of the Act. The registration of transfers may be suspended and the register of members closed during the fourteen days immediately preceding every Annual General Meeting of the Company, and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that the register shall not be closed for more than thirty days in any year.
- q.) If any shares are required to be transferred through a compulsory acquisition in accordance with any agreement between the members and the Directors certify that such a transfer cannot be effected pursuant to that procedure because a member defaults in taking any required action then the Directors may authorize some person to execute a transfer and assignment, as appropriate of the relevant number of shares as certified by the Directors and the exercise of the power as aforesaid and the validity of the proceedings shall not be questioned by any person. Any transfer pursuant to this Article shall not be subject to the rights of first refusal contained elsewhere in these Articles.

6. TRANSMISSION OF SHARES

- a.) In the case of the death of a member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators of the deceased, where he was a sole or only surviving holder, shall be the only persons recognized by the Company as having any title to his shares, but nothing herein contained shall release the state of a deceased joint holder from any liability in respect of any share jointly held by him.

- b.) Any person becoming entitled to a share in consequence of the death or bankruptcy of any member may, upon producing such evidence of title as the Directors shall require, be registered himself as holder of the share, or, subject to the provisions as to transfers herein contained (which shall apply as if the death or bankruptcy of the member had not occurred) transfer the same to some other person.

- c.) A person entitled to a share by transmission shall be entitled to receive, and may give a discharge for, any dividends or other monies payable in respect of the share, but he shall not be entitled in respect of it to receive notice of, or to attend or vote at meetings of the Company or, save as aforesaid, to exercise any of the rights of privilege of a member, unless and until he shall become a member in respect of the share.

7. FORFEITURE OF SHARES

- a.) If any member fails to pay the whole or any part of any call or installment of a call on or before the day appointed for the payment thereof, the Directors may at any time thereafter, during such time as the call or

installment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by transmission requiring him to pay such call or installment, or such part thereof as remains unpaid, together with interest at such rate not exceeding 10 percent per annum as the Directors shall determine, and any expenses that may have accrued by reason of such nonpayment.

- b.) 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 such call or installment, or such part as aforesaid, and all interest expenses that have accrued by reason of such non-payment, are to be paid. It shall also name the place where payment is to be made, and shall state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.
- c.) If the requisition of any such notice as aforesaid is not complied with, any share in respect of which such notice has been given may 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. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture, notwithstanding that they shall have been declared.
- d.) When any share has been forfeited in accordance with these Articles, notices of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the register of members opposite to the share; but the provisions of this Article are directory only,

and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

- e.) Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before the forfeited share has been otherwise disposed of, annul the forfeiture, upon the terms of payments of all calls and interest due thereon and all expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit.
- f.) Every share which shall be forfeited may be sold, re-allotted, or otherwise disposed of, either to the person who was before forfeiture the holder thereof, or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and the Directors may, if necessary, authorize some person to transfer the same to such other person as aforesaid.
- g.) A shareholder whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company all calls made and not paid on such shares to the time of forfeiture, and interest thereon to the date of payment, in the same manner in all aspects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture.
- h.) The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the share as between the shareholder whose share is

forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Act given or imposed in the case of past members.

- i.) A statutory declaration in writing that the declarant is a Director of the Company, and that a share has been duly forfeited in pursuance of these Articles, and stating the date upon which it was forfeited shall, as against all persons claiming to be entitled to share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated, and such declaration shall constitute a good title to the share, and (subject to the execution of any necessary transfer) such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale re-allotment or disposal of the share.

8. ALTERATIONS OF CAPITAL

The Company may from time to time by ordinary Resolution:

- (a) consolidate and divide its share Capital into shares of larger amount than its existing shares, or
- (b) cancel any shares not taken or agreed to be taken by any person and diminish the amount of its share Capital by the amount of the shares so cancelled;
- (c) Divide its share Capital or any part thereof into shares of smaller amounts than is fixed by its Memorandum of Association by sub-

division of its existing shares or any of them, subject nevertheless to the provisions of the Act.

9. Members

9.1 The number of members with which the company proposes to be registered is but the directors may from time to time register an increase of members.

9.2 The subscribers to the memorandum of association and such other persons as the directors shall admit to membership shall be members of the company.

10. General Meetings

10.1 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the company and that of the next:

Provided that so long as the company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the directors shall appoint.

10.2 All general meetings other than annual general meetings shall be called extraordinary general meetings.

10.3 The directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be

convened by such requisitionists, as provided by section 133 of the Act. If at any time there are not within the Tanzania sufficient directors capable of acting to form a quorum, any director or any two members of the company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

11. Notice of General Meetings

11.1 Every general meeting shall be called by twenty-one clear days' notice in writing at the least. The notice shall specify the place, the day and hour of meeting and, in case of special business, the general nature of that business:

Provided that a meeting of the company shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it so agreed-

(a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and

(b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety-five percent of the total voting rights at that meeting of all the members.

11.2 Subject to the provisions of the articles, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors. The accidental omission to give notice of a meeting to, or the non receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

12. Proceedings at General Meetings

12.1 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the directors and auditors, the election in the place of those retiring and the appointment of, and the fixing of the remuneration of the auditors.

12.2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; two persons, entitled to vote on the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

12.3 If within half an hour from the time appointed for the meeting a quorum is not present, or if during the course of a meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the directors may determine.

12.4 The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the general meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the directors present shall elect one of their number to be chairman of the meeting and, if there is only one director present and willing to act, he shall be chairman.

12.5 If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed

for holding the meeting, the members present shall choose one of their number to be a chairman of the meeting.

12.6 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 than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice of the adjourned meeting shall be given specifying the time and place of the meeting and the general nature of the business to be transacted. 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.

12.7 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-

(a) by the chairman; or

(b) by at least {three} members present in person or by proxy; or

(c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting. Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to the effect in the book containing the minutes of proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may, before the poll is taken, be withdrawn.

12. 8 Except as provided in article 18, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

12. 9 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.

12.10 A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time as the chairman of the meeting directs, and any business other than upon which a poll has been demanded may be proceeded with pending the taking of the poll

12.11 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall have effect as if it had been passed at a general meeting duly convened and held, and may consist of several instruments in the like form each executed by or on behalf of one or more member.

13. Vote of Members

13.1 Every member shall have one vote.

13.2 A member in respect of whose estate a manager has been appointed may vote, whether on a show of hands or on a poll, by his said manager, and any such manager may, on a poll, vote by proxy.

13.3 No member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the company have been paid.

13.4 On a poll votes may be given either personally or by proxy.

13.5 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a corporation, either under sea] or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the company.

13.6 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the company or at such other place within the Territory as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting of adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

13.7 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit: -

" Limited
I/we of being a
Member/members of the above named company, hereby appoint
..... of or failing him, of
as my/our proxy to vote for me/us on my/our behalf at the (annual 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 200....."

65. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

" Limited
I/we of being a
Member/members of the above named company, hereby appoint
..... of or failing him, of as
my/our proxy to vote for me/us on my/our behalf at the (annual 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 200....."

This form is to be used * in favour of/against resolutions I 1 /2/3 etc. ~. Unless otherwise instructed, the proxy will vote as he thinks fit or abstain from voting.

13.8 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

13.9 A vote given in accordance with the terms of an instrument of proxy, or poll demanded by proxy, or by the duty authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at its registered office (or at such other place at which the instrument of proxy was duly deposited) before the commencement of the meeting or adjourned meeting at which the proxy is used.

14. Corporations Acting By Representation at Meetings

14.1 Any corporation which is a member of the company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting Of the company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the company.

15. Directors

15.1 The Number of the directors and the names of the first directors shall be deter- mined in writing by the subscribers of the memorandum of association or a majority of them and until such determination the signatories to the Memorandum of Association shall be the first directors. Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall be not less than two.

15.2. The remuneration of the directors shall from time to time be determined by the Company in general meeting. Such remuneration shall be deemed to accrue from day to day. The directors shall also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the company or in connection with the business of the company.

16. Borrowing Powers

16.1 The director may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other

securities, whether outright or as security for any debt, liability or obligation of the company or any third party.

17. Powers and Duties of Directors

17.1 Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the company shall be managed by the directors, who may exercise all the powers of the company. No alteration of the memorandum or articles and no such directions shall invalidate any prior act of the directors which would otherwise have been valid. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

17.2. The directors may by power of attorney appoint any person to be the attorney or agent of the company for such purposes and on such conditions as they determine, including authority for the attorney or agent to delegate all or any of his powers.

17.3 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as they case may be, in such manner as the directors shall from time to time by resolution determine,

17.4. The directors shall cause minutes to be made in books provided for the purpose:-

(a) of all appointments of officers made by the directors;

(b) of the names of the directors present at each meeting of the directors and of any committee of the directors;

(c) of all resolutions and proceedings at all meetings of the company, and of the directors, and of committees of directors.

18. Disqualification of Directors

18.1 The office of director shall be vacated if the director:-

(a) Without the consent of the company in general meeting holds any other office of profit under the company; or

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

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

(d) Becomes of unsound mind; or

(e) Resigns his office by notice in writing to the company; or

(f) Is directly or indirectly interested in any contract with the company and fails to declare the nature of his interest in manner required by the Act.

(g) A director shall not vote in respect of any contract in which he is interested or any matter arising thereat, and if he does so vote shall not be counted.

19. The company may by ordinary resolution appoint a person who is willing to act as director to fill a vacancy or be an additional director.

20. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, but so that the total number of directors shall not at anytime exceed the number fixed by or in accordance with these articles. Any director so appointed

shall hold office only until the next following annual general meeting, and shall then be eligible for re-election.

21. The company may by ordinary resolution, of which special notice had been given in accordance with section 144 of the Act, remove any director before the expiration of his period of office notwithstanding anything in the article or any agreement between the company and such director. Such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him and the company.

22. The company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding article. Without prejudice to the powers of the directors under article 40 the company in general meeting may appoint any person to be a director either to fill a vacancy or as an additional director.

23. Proceedings of Directors

23.1 Subject to the provisions of the articles, the directors may regulate their meetings as they think fit. Questions arising at a meeting shall be decided by a Majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting of directors to any director who is absent from Tanzania.

23.2. The quorum necessary for the transaction of the business of the directions may be fixed by the directors, and unless so fixed shall be two.

23.3 The continuing directors may act notwithstanding any vacancy but, if and so long as their number is reduced below the number fixed by or pursuant to the articles of the company as the necessary quorum of directors, the continuing directors or director may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the company, but for no other purpose.

23.4 The directors may appoint one of their number to be the chairman of the board of directors and determine the period of which he is to hold office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if no such chairman is appointed, or if he is unwilling to preside, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.

23.5 The directors may delegate any of their powers to any committee consisting of one or more directors; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the directors. Subject to any such regulations, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

23.6 All acts done by a meeting of the directors or of a committee of directors or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director, or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and was entitled to vote.

23.7 A resolution in writing, signed by all the directors entitled to receive notice of a meeting of the directors, or of a committee of directors, shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of directors duly convened and held, and may consist of several documents in the like form each signed by one or more directors.

24. Secretary

24.1. The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

24.2 A provisions of the Act or these articles requiring or authorising a thing to be done by or to a director and the secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, the secretary.

25. The Seal

25.1 The seal shall only be used by the authority of the directors or of a committee of the directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

26. Accounts

26.1 The directors shall cause proper books of account to be kept with respect to:-

- (a) all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place;
- (b) all sales and purchase of goods by the company; and

(c) the assets and liabilities of the company.

Property books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the company's affairs and to explain its transactions.

26.2 The books of account shall be kept at the registered office of the company, or subject to section 151(4) of the Act, at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.

26.3 No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the directors or by ordinary resolution of the company.

26.4 The directors shall from time to time in accordance with sections 153, 155 and 150 of the Act, cause to be prepared and to be laid before the company in general meeting, such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

26.5 In accordance with section 164 of the Act, the copy of the company's annual accounts to be laid before the company in general meeting together with a copy of the director's report and the auditor's report shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the company. Provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the company is not aware or to more than one of the joint holders of any debentures.

27. Audit

27.1 Auditors shall be appointed and their duties regulated in accordance with sections 170 to 179 of the Act.

28. Notices



28.1 Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of directors need not be in writing. The company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address, or by leaving it at that address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected at the expiration of seventy-two hours after the letter containing the same was posted. A member whose registered address is not within the Tanzania and who gives to the company an address within the Tanzania at which notices may be given him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company.

29. DIRECTORS

29.1 (a) Until otherwise determined by the Company in general meeting the Directors shall be not less than two (2) and not more than seven (7).

(b) The following persons shall be the first Directors to the Company:-

- 1. ISAAC JOSEPH KESSY**
 - 2. STEVE ISAACK KESSY**
-

Name, Address and Description of Subscriber	Number of Shares taken	Signature
1. ISAAC JOSEPH KESSY, P.O. BOX 55967, DAR ES SALAAM. neisasha@yahoo.com	990,000	
2. STEVE ISAACK KESSY P.O. BOX 55967, DAR ES SALAAM. neisasha@yahoo.com	10,000	

Witness to the above signatures:

Name: VERONICA VICTOR TESSHA

Signature: 

Postal Address: 6917 - DSM

Qualifications: ADVOCATE

Dated : This 3rd day of September, 2025.

