

COMPANIES ACT (CAP.212)

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

FADA GROUP OF COMPANIES LIMITED

Drawn by:

Augustino Law Office

P. O. Box 31055,

Dar-es-Salaam

COMPANIES ACT(CAP.212) COMPANY LIMITED BY

SHARES MEMORANDUM OF ASSOCIATION OF

FADA GROUP OF COMPANIES LIMITED

1. The **Name** of the company is **FADA Group of Companies Limited**.
2. The **Registered Office** of the Company will be situated in the United Republic of Tanzania.
3. The **Objects** for which the Company is established is to conduct business of construction, erection, development and maintenance of buildings and construction support activities including but not limited to the following objectives:

Main objectives:

- A. 0710 – Mining of iron ores
- B. 4540 – Sale, maintenance and repair of motorcycles and related parts and accessories
- C. 2790 – Manufacture of other electrical equipment
- D. 4923 – Freight transport by road, Main Activity
- E. 5224 – Cargo Handling
- F. 5210 – Warehousing and storage
- G. 5022 – Inland freight water transport
- H. 4912 – Freight rail transport
- I. 4520 – Maintenance and repair of motor vehicles
- J. 4510 – Sale of motor vehicles
- K. 7710 – Renting and leasing of motor vehicles
- L. 7730 – Renting and leasing of other machinery, equipment, and tangible goods
- M. 4530 – Sale of motor vehicle parts and accessories
- N. 0729 – Mining of other non-ferrous metal ores
- O. 4659 – Wholesale of other machinery and equipment
- P. 0810 – Quarrying of stone, sand and clay
- Q. 4663- Wholesale of construction materials, hardware, plumbing, and heating equipment and supplies
- R. 4330 - Building completion and finishing

And it is hereby declared that: -

The word “**Company**” in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or incorporate, and whether domiciled in the United Republic of Tanzania or elsewhere, and.

The object specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, sense as if each of the said paragraphs defined the objects of a separate and distinct company, and That the meaning of any general word or words in any paragraph of this clause shall not be restricted by being construed generis with any particular word or words in the same paragraph.

4. The Liability of the Members is Limited.
5. **The share capital of the Company is Tanzania Shillings three Billion only (TZS.3000,000,000/=) divided into three Thousand (3000) ordinary shares of Tanzanian Shillings One Million (TZS. 1,000,000/=) each.**

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

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 respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses, and Description of Subscribers.	Number of shares taken by each Subscriber	Signature
Samuel Anold Shayo	1100	S. Shayo
Haiyan Zhao	500	赵海燕
Guolun Nie	500	倪国伦

Dated at Dar es Salaam this 31st day of December 2024

Witnessed by:

Name: EMMANUEL AUGUSTINO MUGA

Signature: 

Qualification: NOTARY PUBLIC



THE COMPANIES ACT(CAP.212)

COMPANY LIMITED SHARES

ARTICLES OF COMPANY

FADA GROUP OF COMPANIES

LIMITED.

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

INTERPRETATION

2. In these Articles, unless the subject or context otherwise requires, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof:

WORDS AND MEANINGS

3. Meanings of the following words: -

“Articles”: these Articles of Association as originally framed or as altered from time to time by Special Resolution;

“A Shareholder”: any holder from time to time of the Shares;

“Company” Means FADA Group of Companies Limited

“The Directors”: the directors for the time being of the Company present at a duly convened meeting of the directors at which a quorum is present;

“The Office”: the registered office for the time being of the Company;

“The Act”: the Companies Act 2002 and every statutory modification and re-enactment thereof for the time being in force;

4. 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.

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 Section 56 of the Act shall be observed

5. a. The Directors may subject to Article 48 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.

- b. The general authority conferred by paragraph (a) of this article shall be conditional upon due compliance with Article 48 hereof and shall extend to the amount of the authorized share capital of the Company upon its incorporation.

- c. 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.

6. 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.

7. 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 provide or as required by law.

CAPITAL

8. The share capital of the Company is Tanzania Shillings Three Billion only (TZS.3000,000,000/=) divided into three Thousand (3000) ordinary shares of Tanzanian Shillings One Million (TZS. 1,000,000/=) each

SHARES

9. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the capital of the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by ordinary resolution determine.
10. Subject to the provisions of Companies Act 2002, 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.
11. 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 issued of further shares ranking pari-passu therewith.
12. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of the three fourths of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate meeting the provisions of this articles relating to general meetings shall mutants apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy on-third of the issue shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.
13. Every person whose name is entered as member in the register of members shall, without payment, be entitled to one certificate under the common seal of the Company specifying the share or shares held by him and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the Company shall be bound to issue more than one certificate, and delivery of certificate of a share to one of several jointly holders shall be sufficient delivery to all.
14. If a share certificate is defaced, lost, or destroyed, it may be renewed on payment of such fee, if any, not exceeding one hundred shillings, and on such terms, if any, as to evidence and indemnity as the directors think fit.

LIEN

15. The Company shall have a lien on every share for all moneys (whether present payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a lien on all shares standing registered in the name of a single person for all moneys 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.
16. The Company may sell, in such manner as the directors thin fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen 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 by reason of his death or bankruptcy to the share.
17. For giving effect to any such sale the directors may authorize some person to transfer the share sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be found to see to the application of the purchaser money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
18. The proceeds of sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall be held (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) by the Company on behalf of the person entitled to the shares at the date of the sale.

CALLS ON SHARES

19. The directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares, and each member shall (subject to receiving at least fourteen days' notice specifying the time or times of payment) pay to the Company at the time or times of specified the amount called in his shares. A call shall be deemed to have been made at the time when the resolution of the directors authorizing the call was passed.
20. The joint holders of a share shall be jointly and severally liable to pay all calls in respect hereof.
21. If sum called in respect of a share is not paid before or on the date appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at bank rate prevailing from time to time from the day appointed for payment thereof to the time of actual payment, but the directors shall be at liberty waive payment of the interest wholly or in part.

22. The provisions of these articles as to the 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 share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same has become payable by virtue of a call duly made and notified.

23. The directors may make arrangements on the issue of shares for a difference between the holders in the number of calls to be paid and in the times of payment.

24. The directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and 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 presently payable) pay interest at such rate (not exceeding, without the sanction of any Company in general meeting, the bank rate existing from time to time as may be agreed upon between the member paying the sum in advance and the directors).

TRANSFER AND TRANSMISSION

25. Subject to the provisions hereinafter continued shares in the Company shall be transferable by written instrument in the common form signed by both the transfer 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.
26. The directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of shares to any person whom they do not approve not being already a member of the Company and may also decline to register any transfer of shares on which the Company has alien. The directors may also suspend the registration of transfers during the fourteen days immediately preceding the ordinary general meeting in each year. The directors may decline to recognize any instrument of transfer unless; -
 - The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the directors may reasonably require to show the right of the transfer to make the transfer.

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 send to the transferee notice of the refusal.

27. The personal representatives of a deceased sole holder of share shall be the only persons recognized by the Company as having any title to the share. In the case of share registers in the names of two or more holders, the survivors or survivor, or the personal representatives of the deceased survivor, shall be the only persons recognized by the Company as having any title to the share.
28. Any person becoming 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 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 such transfer of 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.
29. Except as hereinafter provided no share in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
30. Every member or other person referred to in article 26 hereof who intends to transfer shares (hereinafter called the vendor) shall give notice in writing to the board of his intention. The notice shall constitute the board his agent for the sale of the said shares in one or more lots at the discretion of the board to members of the Company at a price to be agreed upon by the vendor and the board, and in default of agreement, at a price which the auditor of the Company for the time being shall certify, by writing under his hand, to be in

his opinion, the fair selling value thereof as between a willing vendor and a willing purchaser.

31. Upon the price being fixed as aforesaid the board shall forthwith give notice to all the members of the Company other than holders of employees' shares of the number and price of the shares to be sold and invite each of them to state in writing within twenty-one 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.
32. At the expiration of the said twenty-one days the board shall allocate the said shares to or among 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 pro rata 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. Upon such allocation being made the vendor shall be bound on payment of the said price to transfer the shares to the purchaser or purchasers. If he make default in so doing the chairman for the time being of the directors of the Company or failing him one of the directors duly nominated by resolution of the board for that purpose shall forthwith be deemed to be duly appointed attorney of the vendor with full power to execute complete and deliver in the name and on behalf of the vendor a transfer of the shares to the purchasing member and the board may receive and give a good discharge for the purchase-money on behalf of the vendor and enter the name of the purchaser in the register of members as holder by transfer of the shares purchased by him.
33. In the event of the whole of the said shares not being purchased under article 28 the vendor may, at any time within six calendar months after the expiration of the said twenty-one days, transfer the shares not sold to any person (subject to article 17) and at any price.
34. Articles 25, 26, 27, 28 and 29 hereof shall not apply to a transfer to a person who is already a member of the Company, nor to a transfer merely for the purpose of effecting the appointment of new trustees, nor to a transfer by personal representatives to a legatee under the will of, or to the husband, wife or next of kin of, a deceased member, nor to a transfer by trustee to a beneficiary, provided that it is proved to the satisfaction of the board that the transfer bona fide falls within one of these exceptions.

**FORFEITURE OF SHARES AND EXPROPRIATION OF
SMALL HOLDINGS**

35. If a member fails to pay any call or instalment of a call, on the day appointed for payment thereof, the directors may at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
36. 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 the payment required by the notice is to be made, and shall state that in the event of non- payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.
37. If the requirements of any such notice as aforesaid are not complied with, any share in respect o which the 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 and such forfeiture shall extend to any dividends in respect of any share so forfeited not actually paid at the date of the said notice.
38. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.
39. A person whose shares have been forfeited shall ceased to be a member in respect of the forfeited shares, but shall notwithstanding, remain liable to pay to the Company all moneys which, at the date of the forfeiture, were presently payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company receive payment in full of the nominal amount of the shares.
40. The holders for the time being of four-fifths of the issued shares in the Company shall be entitled at any time to purchase ex dividend all or any of the shares held by any member of the Company at a price equal to the sum paid up thereon and upon the tender of that price by the holders of four-fifths of the issued shares to any other member for the shares held by him that member shall execute transfer of the shares to the members by whom the tender is made or their nominees in such shares and proportions as they shall direct. If the member to whom the tender is made neglects or refuses to accept the sum tendered or to execute transfers of the shares the Company may on proof of his neglect or refusal accept and give a good discharge for the moneys tendered on behalf of the member to whom the same shall have been tendered, and the provisions of article 23 shall apply to the execution of transfer of the shares and the registration of the members by whom the tender was made or their nominees as owners of the said shares.

41. A statutory declaration in writing that declarant is a director of the Company, and that a share in the Company has been duly forfeited or expropriated on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favor of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, 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 irregularity or invalidity in the proceedings in reference to the forfeiture or expropriation, sale or disposal of the share.
42. The provisions of these articles as to forfeiture shall apply in the case of non-payment of any sum which, by terms of issue of share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

ALTERATION OF CAPITAL

43. The Company may, from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
44. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of share capital, all new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration to that time, or on receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the directors may dispose of the same in such manner as they think most beneficial to the Company. The directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares cannot, in the opinion of the director, be conveniently offered under this article.
45. The new shares shall be subject to the same provisions with reference to payment of calls, lien, transfer, transmission, forfeiture, expropriation, and otherwise as the shares in the original share capital.
46. The Company may by ordinary resolution: -
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its

existing shares;

- (b) Sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association, subject, nevertheless, to the Companies Act.
- (c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person;

and may by special resolution: -

- (d) Reduce its share capital and any capital redemption reserve fund in any manner and with, and subject to, any incident authorized, and consent, required, by law.

GENERAL MEETINGS

47. Annual General Meeting (AGM)

The company shall hold an Annual General Meeting (AGM) every year, as specified in the notice of convening the meeting. The AGM shall not be held at intervals exceeding 15 months from the previous AGM. If the first AGM is held within 18 months from incorporation, it is not necessary to hold an AGM in the incorporation year or the following year. The time and place of the AGM shall be determined by the Board of Directors.

48. Extraordinary General Meeting (EGM)

All meetings other than the AGM shall be deemed Extraordinary General Meetings (EGMs).

Procedures for General Meetings

49. Notice of Meeting

To convene a General Meeting, a written or electronic notice specifying the date, time, place, and agenda of the meeting must be sent to shareholders at least two weeks prior to the meeting. For virtual meetings held via video conference, the notice period may be reduced to seven days.

50. Chairperson

The Chairperson of the General Meeting shall be the individual responsible for the management of the company.

51. Voting Rights

Each share shall carry one vote.

52. Voting Restrictions

Shares held by the company, its parent company, or its subsidiaries in excess of 10% of the total issued shares of another company shall not carry voting rights.

53. Proxy Voting

Shareholders may exercise their voting rights through a proxy. The proxy must submit written proof of authorization (a power of attorney) before the commencement of the meeting. The proxy's votes shall be included in the quorum count for the General Meeting.

54. Resolutions at General Meetings

Unless otherwise specified by law, resolutions are passed as follows:

Ordinary Resolutions: Approval requires the presence of shareholders representing a majority of the voting rights and at least 25% of the total issued shares.

Special Resolutions: Approval requires the presence of shareholders representing at least two-thirds of the voting rights and at least one-third of the total issued shares.

(1) Ordinary Resolutions

- (a) Appointment of directors and auditors; determination of their remuneration.
- (b) Approval of financial statements, profit distribution, stock dividends, and timing of dividend payments.
- (c) Appointment of the chairperson of the General Meeting.
- (d) Acquisition of treasury shares and approval of the dominant shareholder's squeeze-out rights over minority shareholders.
- (e) Reduction of capital or reserves to offset losses.
- (f) Approval of stock options for listed companies.

(2) Special Resolutions

- (a) Dismissal of directors or auditors.
- (b) Granting of stock options.
- (c) Transfer or lease of all or a significant part of the company's business, or delegation of management.
- (d) Acquisition of all or part of the business of another company that significantly impacts the company's operations.
- (e) Issuance of convertible bonds and bonds with warrants to non-shareholders.
- (f) Comprehensive exchange or transfer of shares.
- (g) Stock splits or issuance of shares below par value.
- (h) Amendments to the Articles of Association.

55. (Casting Vote of the Chairperson)

In the event of a tie in voting, the Chairperson may exercise a casting vote.

56. (Written Resolutions)

If the Board of Directors resolves to adopt written resolutions instead of convening a General Meeting, shareholders may exercise their voting rights in writing without attending the meeting. In such cases, the company must attach the necessary forms and reference materials for exercising voting rights to the notice of the General Meeting. Shareholders wishing to vote in writing must complete the required forms and submit them to the company by the day prior to the meeting.

57. (Minutes of the General Meeting)

The proceedings and results of the General Meeting must be recorded in the minutes, signed or sealed by the Chairperson and attending directors, and kept at the company's head office and branches.

Directors and Board of Directors

58. (Initial Directors)

The initial directors of the company shall be at least two, appointed by the shareholders who signed the Memorandum of Association. Unless otherwise determined by ordinary resolution, the company must have at least two directors.

The initial directors of the company are:

- (a) **Guolun Nie**
- (b) **Haiyan Zhao**

59. (Appointment of Directors)

- (a) Directors shall be appointed at the General Meeting.
- (b) The appointment of directors requires the approval of a majority of the voting rights of shareholders present, representing at least one-fourth of the total issued shares.

60. (Term of Directors)

The term of directors, including the representative director, shall be three years. However, if their term expires before the conclusion of the Annual General Meeting concerning the fiscal year ending at the end of their term, it shall be extended until the conclusion of that meeting.

61. (Filling of Vacancies)

If a vacancy occurs among the directors, it shall be filled by appointment at the General Meeting. However, if the vacancy does not hinder the company's operations, it may remain unfilled.

62. (Appointment of Representative Directors, etc.)

(a) The company may, by resolution of the Board of Directors, appoint a representative director, joint representative directors, vice presidents, senior managing directors, and managing directors.

(b) If the company has two or fewer directors, the representative and joint representative directors may be appointed at the General Meeting.

63. (Appointment of Executive Directors or Managers)

If deemed necessary, the Board of Directors may appoint one or more directors as executive directors or managers, with terms, conditions, and remuneration (salary, commission, profit participation, etc.) determined by the Board. The position of executive director shall automatically terminate if the individual ceases to be a director or if the General Meeting resolves to terminate the position.

64. (Duty to Report)

- (a) Directors shall report the status of their business execution to the Board of Directors at least once every six months. Verbal reports may suffice in the absence of special circumstances.
- (b) If a director becomes aware of a fact that could significantly harm the company, they must immediately report it to the auditor.

65. (Composition and Convening of Board Meetings)

- (a) The Board of Directors shall consist of the directors and shall resolve important matters concerning the company's operations.
- (b) Notice of a Board meeting shall be sent at least one week in advance via written communication or email. However, this procedure may be waived with the unanimous consent of all directors and auditors.
- (c) The chairperson of the Board shall be the representative director who holds management authority among the registered directors.

66. (Agenda and Resolutions of the Board)

- (a) The Board of Directors shall decide all internal company matters, except those reserved for resolution by the General Meeting, and may refer issues to the General Meeting as necessary.
- (b) Resolutions of the Board require the attendance of a majority of directors and the approval of a majority of those present.
- (c) Directors may participate in resolutions via proxy or telecommunication means (e.g., video conferencing) that allow for simultaneous audio transmission and reception. Such participation is deemed as attendance in person.
- (d) Voting rights exercised through proxies are included in the quorum count for the Board.
- (e) Resolutions are passed by a majority vote of those present. In the event of a tie, the decision shall follow the side holding the highest aggregate number of shares among the directors.

67. (Minutes of Board Meetings)

- (a) Minutes of Board meetings shall be prepared.
- (b) The minutes shall include the agenda, summary of proceedings, results, dissenting opinions, and reasons for dissent. They shall be signed or sealed by the attending directors and auditors.

68. (Advisors and Counselors)

- (a) The company may appoint advisors or counselors by resolution of the Board of Directors.
- (b) Non-resident advisors or counselors shall not be registered.

69. **(Remuneration and Retirement Benefits for Directors)**
- (a) Directors' remuneration shall be determined by resolution of the General Meeting or in accordance with a remuneration policy approved by the General Meeting.
 - (b) Retirement benefits for directors shall be determined by resolution of the General Meeting or in accordance with a retirement benefit policy approved by the General Meeting.

70. **(Compliance with Laws)**

The directors shall duly comply with the provisions of the Companies Act 2000 or any statutory modification thereof for the time being in force, and particular with the provisions in regard to registration of the particulars of mortgages and charges affecting the property of the Company, or created by it, and to keeping a register of the directors and secretaries, and to sending to the Registrar of Companies an annual list of members, and a summary of particulars relating thereto, and notice of any consolidation or increase of share capital, or conversion of shares into stock, and copies of special and extraordinary resolutions, and a copy of the register of directors and notification of any changes therein.

Disqualification of Directors

71. **The Office of any director shall be vacated, if the director:**

- (a) Resigns his office by notice in writing to the Company; or
- (b) Becomes bankrupt in this Territory or in any other territory which is declared to be a reciprocating territory under section 147 of the bankruptcy Ordinance; or
- (c) Is found lunatic or becomes unsound mind; or
- (d) Is punished with imprisonment for a term exceeding six months without the option of fine; or
- (e) Is requested in writing by all his co-directors to resign; or
- (f) Appointment as a director of a company other than **FADA Group of Companies Limited** or its affiliates/subsidiaries, particularly a competitor. In such cases, Article 40 shall apply regarding share purchase rights.

Secretary

72. 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.
73. No person shall be appointed or hold office as a Secretary who is: -
- (a) the sole director of the Company; or a corporation the sole director of which is the sole director of the Company; or

(b) the sole director of a corporation which is the sole director of the Company

74. A provision of the Companies Act 2002 or these regulations requiring or authorizing 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.

THE SEAL

75. The Director shall provide for the safe custody of the seal, which shall only be used by the authority of the directors or of a committee of the directors or of a committee of the directors authorized by the directors in that behalf, and every instrument to which the Seal Secretary or by a second director or by some other person appointed by the directors for the purpose but so that the directors may be resolution determine, either generally or in any particular case, that the signature of any director may be affixed by some mechanical means to be specified in such resolution, provided that the use of such means is by such resolution restricted to certificates which have first been approved for sealing by the Auditors, Transfer Auditors, Transfer Agents or Bankers of the Company in writing.

Accounts

76. **(Fiscal Year)**
The company's fiscal year shall commence on January 1 and end on December 31 of each year.
77. **(Preparation and Maintenance of Financial Statements and Business Reports)**
- (a) The company's representative director shall prepare the following documents, along with their supplementary schedules and business reports, no later than six weeks prior to the date of the Annual General Meeting (AGM). These documents must be audited by the auditor and subsequently submitted to the AGM:
- 1) Balance Sheet
 - 2) Income Statement
 - 3) Statement of Appropriation of Retained Earnings or Statement of Disposal of Deficits
 - 4) Other supplementary financial statements and business reports.
- (b) The auditor shall submit the audit report to the representative director no later than one week before the AGM.

78. (Disposition of Profits)

The undistributed retained earnings of each fiscal year shall be disposed of as follows:

- (a) Legal Reserve
- (b) Other statutory reserves
- (c) Dividends
- (d) Discretionary reserves
- (e) Other retained earnings disposition amounts

79. (Dividends)

- (a) Dividends may be distributed in the form of cash, shares, or other assets.
- (b) Dividends under paragraph (a) shall be paid to shareholders or registered pledgees listed in the shareholder register as of the fiscal year-end.

80. (Commissions and Incentives)

- (a) The company may provide commissions to employees in proportion to increases in sales.
- (b) The company may distribute profits to employees based on annual profits and performance (profit sharing).
- (c) Bonuses and incentives may be provided to employees based on performance, year-end, quarter-end, or other special occasions (e.g., long service, special contributions, events, spot incentives, etc.).
- (d) The company may grant stock options to employees, allowing them to purchase company shares at a specified price.

81. (Interim Dividends)

- (a) The company may distribute interim dividends once during the fiscal year by resolution of the Board of Directors. A specific date (hereinafter referred to as the "record date") shall be set, and interim dividends may be distributed in accordance with Article 462-3 of the Commercial Code. Interim dividends shall be paid in cash.
- (b) The payment date for interim dividends shall be within one month from the date of resolution unless the Board determines otherwise.
- (c) The amount of interim dividends shall not exceed the net assets on the balance sheet of the most recent fiscal year after deducting the following amounts:
 - 1) The capital amount of the most recent fiscal year.
 - 2) The sum of capital reserves and legal reserves accumulated until the most recent fiscal year.

- 3) Unrealized gains as defined by the Enforcement Decree of the Commercial Code.
 - 4) The number of dividends decided at the AGM of the most recent fiscal year.
 - 5) Discretionary reserves accumulated for specific purposes under the Articles of Association or by resolution of the General Meeting until the most recent fiscal year.
 - 6) The number of legal reserves to be accumulated during the fiscal year due to interim dividends.
- (d) In cases where new shares have been issued after the start of the fiscal year but before the record date (including capitalization of reserves, stock dividends, conversion of convertible bonds, or exercise of warrants), such new shares shall be regarded as having been issued at the end of the previous fiscal year for the purposes of interim dividends.

82. (Statute of Limitations on Dividend Claims)

- (a) Claims for dividend payments shall expire if not exercised within five years.
- (b) Dividends unclaimed due to the expiration of the statute of limitations shall revert to the company.

Audit

- 83.** Auditors shall be appointed and their duties regulated in accordance with the law for the time being governing the business of auditors, specifically of a company like this;
- 84.** If a member has no registered address in Tanzania and has not supplied to the Company an address within The Republic of Tanzania for the giving of notices to him, a notice addressed to him, and displaced in the registered office of the company, shall be deemed to do dully given on the day on which it is so displayed.
- 85.** The company shall have powers to make rules, circulars, and regulations etc. specifically for purposes of governing any matter or activity of the company.

NOTICES

- 86.** A notice may be given by the Company to any member either personally or by sending it by post to him or to his registered address, or (if has registered address in Tanzania, to the address, if any, within Tanzania supplied by him to the Company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed affected by properly addressing, prepaying and posting a letter containing the notice and, unless the contrary is proved, to have been effected at the time at which the latter would be delivered in the ordinary course of post.

87. If a member has no registered address in Tanzania and has not supplied to the Company an address within

The Republic of Tanzania for the giving of notices to him, a notice addressed to him, and displayed in the registered office of the company, shall be deemed to do dully given on the day on which it is so displayed.

88. A notice may be given by the Company to the join holders of a share by giving the notice to the join holder named first in the register in respect of the share. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustees of the bankrupt, or by any like description, at the address, if any, in the United Republic of Tanzania supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice an any manner in which the same might have been given if the death or bankruptcy had not occurred.


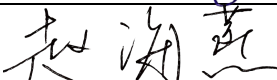
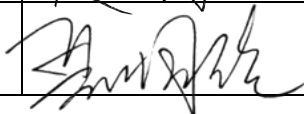
89. Notice of any general meeting shall be given in the same manner hereinbefore authorized to (a) every member of the Company except those members who (having no registered address within the United Republic of Tanzania) have not supplied to the Company an address within The United Republic of Tanzania for the giving of notices to them, (b) every person entitled to share inconsequence of death or bankruptcy of a member, who, but for his death or bankruptcy, would be entitled to receive notice of the meeting and (c) the auditors for the time being of the company. No other person shall be entitled to receive notices of general meetings.

WINDING UP

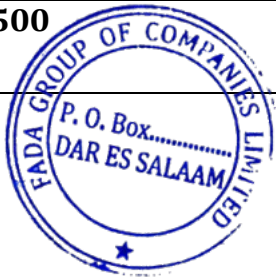
90. If the Company shall be wound up the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Companies Act 2002 divide amongst the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such decision shall be carried out as between the members or different classes of members. The Liquidator may, with sanction, vest the whole or any part of the assets in trustees up on such trusts for the benefit of the contributors as the liquidator, with the like sanction shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

91. Subject to the provisions of the Companies Act 2002 every director, managing director, agent, auditor, secretary and other officer for the time being of the Company shall be indemnified any proceedings, whether civil or criminal, in which judgment is given in his favor or in which he is acquitted.

Names, Addresses, and Description of Subscribers.	Number of shares taken by each Subscriber	Signature
Samuel Anold Shayo	1100	
Haiyan Zhao	500	
Guolun Nie	500	

Dated at Dar es Salaam this 31st day of
December 2024



Witnessed by:

Name: EMMANUEL AUGUSTINO MUGA

Signature: _____



Qualification: NOTARY PUBLIC

