THE COMPANIES

(CHAPTER ACT No. 15 of 2013 OF THE LAWS OF ZANZIBAR)

COMPANY LIMITED BY SHARES

MEMORANDUM

AND ARTICLES OF ASSOCIATION

OF

KHAMIAR ENTER. LTD

Incorporated in Zanzibar this ....20.......day of ....12.....2019

THE COMPANIES (ACT No. 15 of 2013)

LAWS OF ZANZIBAR

MEMORANDUM OF ASSOCIATION

OF

KHAMIAR ENTER. LTD

1. The name of company is **KHAMIAR ENTERPRISES LTD.**
2. The objects for which the Company is established are:-
   a) To carry on the business of Import and Export, Wholesale and Retail traders of all goods and Services, to Supply edible oil, Stationaries, Office equipment's, Hold goods, Beverages, fisheries, Building materials, hardware garments, medicine, Industrial chemicals, spare parts of electric goods, electronic goods and spare-parts of all descriptions permitted by the laws of time being in force in Zanzibar.

   b) To carry on the business of Commission agents and manufacturer's respectively.

   c) To carry on any business in Tanzania or elsewhere whether planting, growing, Industrial manufactures and all other foodstuff, manufactures of tiles and all others goods which can in the opinion of the Board be advantageously or conveniently carried connection with any such business as aforesaid Company's business or increase the value of turn to account any of the Company's assets, property or rights.

   d) To establish branches and depots in Tanzania and elsewhere in the world turn to account any of the Company's assets property or rights.

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e) To establish acquire and carry on trading stations, stores, agencies, and depots in East Africa and elsewhere and to regulate, administer or discontinue the same.

f) To carry on the business of caterers, hoteliers, licensed victuallers' merchants and tobacconist.

g) To carry on the business of Commission Agents, Tour operation agents of tour operators, Travel agents and transporters.

h) To carry on fit and furnish any property for purpose of letting the sands visitor or guest whether in single rooms, suitors, chalets, cottages or otherwise and to buy / sell (both to person residing in the Company's premises and non – residents) foods, food products, groceries fruit confectionery, drink, linen, furniture and furnishing and other article required in the said premises.

i) To carry on the business of commission agents representatives of tour operators, representative of manufactures and to take part in the management, supervision and / or control of the business of any company, firm or person.

j) To buy, taken on lease or hire or otherwise acquire land or any other property, moveable and immovable, or any interests in such property and to sell, lease, let on hire and develop such property, or otherwise turn the same to the advantage of the Company.

k) To take out, apply for and acquire by original grants or by transfer or assignment or otherwise letters, patents, brevets invention, licenses, concessions, secret processes and inventions and to use and exercise the same or grant links in respect there of or otherwise turn the same to the advantage of the company.

l) To invest the money of the Company in any manner that the company may think fit.

m) To enter into partnership of joint venture agreement with or to make any agreement or arrangement with any other company, firm or person carrying or business similar or complementary to business of the Company or any part thereof or to amalgamate with any such company, firm or person in East African or elsewhere.

n) To sell the whole or any part of the undertaking of the company cash, shares, debentures or any other consideration.

o) To lend money to customers and others and to guarantee the observance and performance of obligations and contacts or customers and others.

p) To acquire by purchase or otherwise and either for cash, shares or debentures in the company or any other consideration any other business or any interest there in which in the opinion of the Company may be conveniently or profitable with the business of Company.

q) To borrow money and secure the repayment thereof and to secure all others debts, liabilities and obligations of company, actual, contingent or otherwise, by the creation and issues or, mortgages, debentures, stocks or other securities.

r) To draw, make endorse accept, discount and negotiate bills, notes, warrants and negotiable instrument of all kinds.

s) To remunerate any company, firm or person for service rendered in the promotion of the company or the issue or placing of share, stock, debenture stock or other obligation of the company.

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t) To promote or assist in the promotion of any company having objects similar to the company and to subscribe, underwrite, buy or hold the shares, stick, debentures, stock or other obligations of such company.

u) To grant pensions to employee and ex-employees and directors and ex-director or other officer or ox-officers of the company, their windows, children and dependents and to subscribe to benevolent and other funds for the benefits of any person and to subscribe to or assist in the promotion or any charitable benevolent or public purpose of object.

v) To carry on any other business similar to the foregoing conveniently or profitable carried on in conjunction with or subsidiary to any other business of the company.

w) To distribute all or the assets of the company in piece between the members of the company in accordance with their rights.

x) To do all or any other acts and things that in the opinion of the company may be conducive or incidental to the objects of the Company.

y) Generally to do all such things in any part of the world either as principle or agent or jointly with the person, persons, firm etc.

All the foregoing object shall be read and construed as separate and distinct objects and the generality of any such object shall not be abridged or cut down by reference to any other object of the Company.

a. The liability of the Company is limited
b. The capitals of the company is Tanzania Shs Ten Millions (10,000,000) divided in to One Hundred shares of 100,000/= One hundred Thousand), each with such rights, privileges and conditions respectively such preferential, deferred, qualified or special rights,

privileges or conditions as may be determine by or in accordance with the regulations on the company.

We, the several personal whole names and addresses and descriptions are subscribed, are desirous of being formed into 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 to our respect name:-

S/No	Names, Address and Description of Subscribers	Number of Shares Taken	Signature
1	MR. KHAMIS ALI RASHID MICHENZANI - ZANZIBAR	90	
2	MISS. HUDHAIMA YUSSUF ALI MOMBASA - ZANZIBAR	10	

Dated this.......20.......Day.......12.......2019

Witness to the above Signature:

....

Name: MR. SALEH ALI SAID.

APEX ATTORNEYS CULTURE BUILDING VUGA - ZANZIBAR

QUALIFICATION: ADVOCATE OF HIGH COURT.

Address: M/KWEREKWE

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THE COMPANIES (ACT No. 15 of 2013)

LAWS OF ZANZIBAR
ARTICLES OF ASSOCIATION
OF
KHAMIAR ENTER. LTD

PRELIMINARY

1. In this articles:-

   "Articles" means the articles of Association of the Company.

   "The Company" means **KHAMIAR ENTERPRISES LIMITED.**

   "The means the Companies (ACT No. 15 of 2013) of the laws of Zanzibar.

   "Memorandum of Association" means the memorandum of Association of the Company.

   Unless the context otherwise requires, the expression defined in the decree or any statutory modification thereof in the force at date at which these regulations become binding on the company shall have the meaning so defined.

   Any words importing the singular shall include the plural and vice versa and any words importing persons shall include bodies corporate, partnership, firms, Co-operative etc.

   The regulation contained in Table A, Part II of the First Schedule to the Companies (ACT No. 15 of 2013) together with the exception of Regulation 24 and 53) shall, except as hereinafter, apply to this company.

PRIVATE COMPANY:

2. This company is a Private and accordingly Regulation 2 (a), (b) and (c) of Table, A part II, shall apply to this Company.

3. Subject to the provisions of the above-mentioned Regulations the shares shall be under the control of the Directors, who may allot to

otherwise dispose of the same to such persons and on such terms and conditions as they may think fit.

4. The Company shall except as by these articles otherwise provided or as by law required or pursuant to any order of court, be entitle to tread the registered holder of any share as the absolute right thereto of the registered holder, and Regulation 7 of Table A, Part I shall apply.

CALLS:

5. Subject to any special condition on aliment of shares all calls on shares shall be made by and at the discretion the Directors and shall be payable at such time and place by installment or otherwise as the Directors may appoint and Regulation 15 to 21 of Table A, Part I shall apply.

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

FOREFEITURE:

7. Regulations 33 to 39 of Table A, Part I, shall apply except that:
   a) Forfeiture or a share includes all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

   b) An Entry in the Minute Book of the Company of forfeiture of any shares or that any shares have been sold to satisfy a lien of the Company shall be sufficient evidence, as against all persons entitled to such shares, that the shares were properly foresaid or sold, and such entry and the name of the company and he shall be entitled to a certificate of title to the shares and shall not bound to see the application of the purchase money, nor shall his title to the shares to affected by any irregularity or invalidity in the proceeding in reference to the forfeiture or sale.

LIEN:

8. The Company shall have a first and paramount lien upon all shares registered in the name of member either alone or jointly with any other person and Regulation 11 to 14 of Table A, Part I, shall apply, but so that the lien shall apply fully to paid shares.

TRANSFER AND TRANSMISSION OF SHARES:

9. The right of members to transfer their shares shall be restricted as follows:-
   a) Any shares may be transferred at any time by a member to any other member or to any person provided always that the Directors may decline to register any transfer of shares to a transferee of whom they do not approve or may suspend the registration of transfers upon such terms and conditions as the Directors may deem fit.

   b) Except where the transfer is made pursuant to the last preceding Article, the member proposing to transfer any shares shall give notice in writing to the company that desire to transfer the same. Such notice shall specify of each share. The transfer notice shall not be revocable except with the sanction of the Directors.

   c) If the Company shall within the space of thirty days after being served with such notice find a member willing to purchase the shares and shall give notice there of the proposing transfer or he shall be found upon payment of the full fair value to transfer the shares to the purchaser.

   d) In case of any difference arises between the purchasing member and the proposing transferor as the fair value of the shares the company's auditor shall, on application of either part, certify in writing the sum which in his opinion is the fair value and such sum shall be the fair value and in so certifying the auditor shall be deemed to be acting as expert and not as an arbitrator

   e) In any case the proposing transfer or after having become bounds aforesaid males default, in transferring the shares the company my receive the purchase money, and shall, thereupon cause the name of the purchasing member to be entered in the Register as the holder of shares and shall hold the purchase money in trust for the proposing transferor.

f) If the company shall not within the space of thirty days after being served with the transfer notice, find a member willing to buy the shares and give notice in manner aforesaid, the proposing transferor shall at any time within three months afterwards, be at liberty subject to sub-clause (h) hereof to sell and transfer the shares to any person whatsoever an at any price.

g) The shares specified in any notice served by the company pursuant to sub-clause (b) hereof shall be offered to the members of the company of there are note that one member willing to purchase in proportion to the shares held by them on that date.

h) The Directors may refuse to register any transfer of shares:-

    i. Where the company has a lien on the shares, or

    ii. Where they are not satisfied; that the proposed transferee is a responsible persons, or

    iii. Where the Directors consider that the proposed transferee (Not being a member) is not a desirable to admit to membership; but provision (I) and (II) shall not apply where the proposed transferee is already a member. However, the directors shall not refuse to register any share transfer unreasonable.

<u>BORROWING POWERS:</u>

10. The directors may, from time to time, at their discretion borrow and secure the payment of any sum of money for the purpose of the company.

11. The Director may secure their re-payment of such money in such manner and upon such terms and conditions in all respects as they

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think fit and in particular subject of Regulation 2 of Table A, Part I, by debentures of debenture stock in the company (Both present and future) including the uncalled capital for the time being.

GENERAL MEETINGS, PROCEEDINGS AS GENERAL MEETINGS AND VOTES OF MEMBERS:

12.

a) A general meeting may, with the consent in writing of all the members for the time being, be convenient on a shorter notice that 21 days or without written notice.

b) Notice of am adjourned meeting shall not be required in any case.

c) Two members present personally or by proxy shall form a quorum.

d) On a show of hands and a poll every members present either personally or by proxy shall have one vote for each share of which he is the holder.

e) An instrument of proxy may be in the usual common form or in any other form approved or accepted by the directors.

DIRECTORS:

13. The number of Directors shall not less than two and not more than three

14. The First Directors of the company shall be:-

1. MR. KHAMIS ALI RASHID
2. MISS. HUDHAIMA YUSSUF ALI

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15. The remuneration of Directors shall from time to be fixed by the Company in a general meeting and regulation 76 of table A, Part I, shall apply.

16. The share- holding qualification for Directors may be fixed by the Company in a general meeting and unless and until so fixed, no qualifications shall be required.

17. No Director shall be disqualified from his office by contraction with the company nor shall any contract entered into by or on behalf of the company which any Director shall be in any way interested be voided, nor shall any director so contracting, or being so interested be liable to account to the company for any profit realized by any such contract by reasons of such Director holding that office, or the fiduciary relations there by established but is declared that the nature of this interest must be disclosed by him at the meeting of the Directors at which the contract is in respect of any contract or arrangement on which he is so interested as aforesaid.

ALTERNATE DIRECTOR:

18. Every Director shall have power, subject to the consent of the other Director, to nominate any member to act or attend as Alternate Director in his place during his absence from Zanzibar and on such appointment being made the alternate Director shall be subject in all respects to the terms (except as regards share qualification) and condition existing with reference to the other Director and such alternate Directors while acting in place of such absent Director who he represents. The other Directors may decline to accept the nomination or any alternate Director without assigning reasons.

SECRETARY

19. The Directors shall from time to time by resolution appoint a secretary or a temporary substitute for such secretary and any such substitute shall for all the purpose of these Article be deemed to be secretary during the period for which he a appointed. A directors may hold the office of secretary of the company.

DIVIDENDS:

20. No dividends shall be declared or net profile distributed amongst the shareholders until he cost of construction, cost of equipment and other capital coast advanced by share-holders or other plus interest are fully re-paid from the income of the business of the business of the company.

WINDING UP

21. If the sanction if the special Resolution of the share-holder any part of the assets of the Company including any shares in other companies may be divided between the members of the Company in species or may be vested in trustees for the benefit of such members and the liquidation of the company may be closed and the company dissolved but so that no member shall be compelled to accept any shares whereupon there is any liability.

INDEMNITY

22. Very Directors or other officer or auditor in so far as he is an officer of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his officer or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favor or in which he is acquitted or in connection with any application under section 394 of the decree in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the company in the execution of the duties of his officer on in relation thereto.

ADDITIONS AND ALTERATIONS

23. Subject to the provision of the Decree and to those contained in the Memorandum Association, the Company by a Special Resolution may make alteration or addition so made shall be valid and effectual as if originally contained in these Articles and be subject in like manner to alternation by special Resolution.

REGISTRAR OF COMPANIES
ZANZIBAR

ABRITRATION

z) Whenever there shall be an equality or votes amongst member of Director or whenever any difference shall arise between the company and Director on one hand any of the members or class or members, with regard to the construction of these presents or with regard to anything done, executes, omitted or suffered in pursuance of these presents or the companies Decree or with regard to any breach or alleged bread of these present or companies Decree or with regard to any breach or alleged bread of these present or any claim on account of any such breach or alleged bread or otherwise relating to these presents or to any of the arbitrators, one to be appointed by each of the parties in difference and any such reference shall be subject to all the provision of the arbitration decree for the time being in force in Zanzibar.

S/No	Names, Address and Description of Subscribers	Number of Shares Taken	Signature
1	MR. KHAMIS ALI RASHID MICHENZANI - ZANZIBAR	90	
2	MISS. HUDHAIMA YUSSUF ALI MOMBASA - ZANZIBAR	10	

Dated this.........20.........Day.........12.........2019

Witness to the above Signature:

APEX ATTORNEYS
CULTURE BUILDING
VUGA - ZANZIBAR

....

Name: MR. SALEH ALI SAID.

QUALIFICATION: ADVOCATE OF HIGH COURT

Address: M/KWEREKWE

REGISTRAR OF COMPANIES
ZANZIBAR

ZANZIBAR GOVERNMENT

CERTIFICATE OF INCORPORATION

No...

I HIREBY CERTIFIFY that KHAMIAR ENTERPRISES LIMITED is this day incorporated under the Companies (ACT No. 15 of 2013) and that the company is limited.

GIVEN under my hand at Zanzibar, this .... day of .... Two thousand and seventeen.

REGISTRAR OF COMPANIES

ZANZIBAR .