



**THE MEMORANDUM OF ASSOCIATION
OF**

THE CAKE HOUSE (PRIVATE) LIMITED

1. The name of the Company is **THE CAKE HOUSE (PRIVATE) LIMITED**.
2. The registered office of the company will be in Zimbabwe
3. The objects for which the Company is established are: -
 - (a) To carry out business of manufacturing, buying and selling including importation and exportation of cake accessories, ingredients, cake decorating tools and cake packaging, this includes getting into partnerships and or strategic alliances for the purposes of satisfying the aforesaid objective to individuals, corporates, government institutions, non-governmental organisations and any other identified user of the products.
 - (b) To carry out business of buying, selling, manufacturing and general trading in hardware products for domestic purposes and industrial use to individuals, corporates, government departments and not for profit organizations.
 - (c) To carry out the business of commodity broking, this involves marketing of products and services in all the sectors of the economy food, pharmaceuticals, industrial, mining, agriculture, tourism, transport, communications, information technology and any other area that may require the services. The company may get into association, partnership or alliance for the purpose of fulfilling the aforesaid services.
 - (d) To carry out business of importers or exporters, carriers, warehousemen, storekeepers, publishers, printers, agents and general merchants and to buy or sell and deal in every commodity, substance and product.

- (e) To carry out all art business that may be necessary from time to time during the tenure of existence of the company, in partnership, strategic alliance with other body corporates, for the purposes of fulfilling the objectives of the organisation.
- (f) To erect any building and machinery on, or cultivate and otherwise utilise, any lands for the time being belonging to the Company wherever the same may be situated.
- (g) To acquire by grant, purchase, licence or otherwise, any patents, patent rights, brevets d'inventions, copyrights, trademarks, protection and concessions which may appear likely to be advantageous or useful to the Company, or which it may be desirable for the Company to possess, and use and turn to account and to manufacture under or grand licences or privileges in respect of the same, and to expend money in experimenting upon and testing, and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (h) To do all or any of the matters hereby authorised either alone or in conjunction with or as factors or agents for companies or individuals.
- (i) To do all or any of the matters hereby authorised under any trade name
- (j) As may from time to time be authorised by the Directors of the Company.
- (k) To make and carry into effect arrangements with respect to the union interest or for joint working or amalgamation, either in whole or in part, with any other company, person or persons carrying on any business or businesses similar to that or those of this Company, and upon the terms either that (as far as is consistent with this memorandum) this Company, or the company, person or person, with whom it shall make the arrangements, or some other company, person or persons, shall carry on the amalgamated business or to sell any other company, person and persons, all or any part of the Company's business or property, and for all or any of the said purposes to promote any new Company and take shares debentures, debenture stock or other securities in any such new or other company as partial or entire payment or consideration and to hold or sell such shares or debentures or debenture stock or other securities, or to distribute or allot them amongst the shareholders of this Company.
- (l) To subscribe for, take, purchase or otherwise acquire and hold any shares or other interest in or securities of, any company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as to directly or indirectly benefit this Company.
- (m) To sell, improve, manage, develop, alter, exchange, lease, mortgage, let out or hire, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the company, and to sell or dispose of the undertaking of the Company, and any part thereof, upon such terms and for such consideration as the Directors of the Company may think fit and in particular for shares, debentures or securities of any other company having objects similar to those of this Company.

- (n) To associate with the Company any operations, undertaking or any of the Directors, or any firm, company or corporation of which they or any of them are or is or may be members or a member, upon such terms and conditions as the Directors of the Company for the time being may determine.
- (o) To lend money or give credit to such persons, firms, companies or corporations, and on such terms to the Directors of the Company may seem expedient, and in particular to customers of and persons having dealings with the Company; to be guarantee or surety for any persons or company, and to guarantee the performance of contracts by members of or persons having dealings with the Company, and to discount and deal in bills, notes and other negotiable instruments, and to allow customers and others to draw on the Company to such extent and on such terms as may be arranged.
- (p) To open bank accounts, to make, draw, accept, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, mortgages, debentures, bills of lading, warrants and other negotiable or transferable instruments or securities.
- (q) To borrow or raise money on such terms and to such extent as to the Directors of the company, may seem expedient, and in particular by issue of bills of sale, mortgages, debenture stock, perpetual or otherwise, charged upon the whole or any part of the Company's undertaking, upon such terms as the Directors may for the time being think fit, and to redeem purchase or pay off any such securities.
- (r) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined by the Directors.
- (s) To remunerate any person, firm or company rendering services to this Company, whether by cash payment or by the allotment to him or them of shares or securities of the Company, credited as paid in full or part or otherwise.
- (t) To pay the costs, charges and expenses, preliminary and incidental to formation, registration and establishment of the Company, and to the issue of any capital and securities of the Company.
- (u) To effect insurance against all or any of the risks incurred in the Company's business, or in respect of all or any of the Company's property, either with insurers, insurance companies or underwriters, or by joining mutual insurance, indemnity or protection societies, to join and contribute to any combination of employees engaged in the business similar to those of the company for the purpose of protection against workers' trade unions or against harassing legislation, or for any purpose indicative to the interest of the Company.

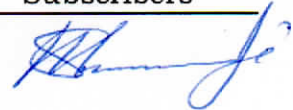
- (v) To act as agents or brokers, and as trustees or nominees for any persons, firm or company, either gratuitously or otherwise, and to undertake and perform sub- contracts and also to act in any of the business of the Company through or by means of agents, brokers, sub-contractors or others.
 - (w) To enter into any arrangements with any Government or authority (supreme, local, municipal or otherwise) or any corporation, company or person that may seem conducive to the Company's objects or any of them and to obtain from any such Government, authority, corporation, company or person, any charter, contract, decree, right, privilege, and concession which the Company may think desirable, and to carry out, exercise, and comply with any such charter, contract, decree, right, privilege and concession.
 - (x) To support and subscribe to any charitable or public object and any institution, society or club which may before the benefit of the Company or its employees or Directors, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities or charitable aid to any person or persons who may have served the Company, or the spouse, children or other relatives of such persons, to make payment towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company , and from time to time subscribe or contribute to any charitable , benevolent or useful object.
 - (y) To distribute among the members, or any class or classes of the members, or any individual of this Company, but also that no distribution amounting to a reduction of the capital be made except with the sanction (if any) for the time being required by law.
 - (z) To establish agencies or branches for the purpose of the Company, and to regulate and discontinue them.
 - (aa) To procure the Company to be registered in any foreign country.
 - (bb) To carry on and undertake any business, undertaking, transaction or operation, whether mercantile, commercial, financial, manufacturing, trading or otherwise, if in any part of the world, such as an individual capitalist may lawfully undertake and carry on.
 - (cc) To do all such other things as are or may be deemed to be incidental or conducive to the attainment of the above objects or any of them.
3. The liability of the members is limited.
 4. The share capital of the Company is ZW\$1 000 (One thousand Zimbabwean dollars) divided into 1 000 (one thousand) ordinary shares of ZW\$1.00 (one Zimbabwean dollar) each. The company shall have the power from time to time to increase or reduce its capital, either before or after allotment into several classes, and to attach thereto any preferential deferred qualified rights, privileges, condition or restriction or to convert the whole or any part of the shares of one class into shares of another class.

We, the several persons, whose names, addresses and occupations are hereunto subscribed, are desirous of being formed into a Company in the 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 Occupation of Subscribers	Number of shares taken by each Subscriber	Signature of Subscribers
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STANSLOUS MURENJE
HOUSE # 4858
MNONDO CRESCENT
GLEN NORAH
HARARE

FIFTY (50)



DIRECTOR

FAITH MURENJE
HOUSE # 4858
MNONDO CRESCENT
GLEN NORAH
HARARE

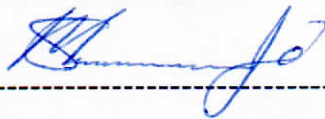
FIFTY [50]



DIRECTOR

Dated at Harare this---11TH-----day of---DECEMBER-----, 2019

WITNESS to the above signatures-----



STANSLOUS MURENJE
ATLAS HOUSE
62 R MUGABE
HARARE

SECRETARY



**THE COMPANIES ACT
[CHAPTER 24: 03]**

ARTICLES OF ASSOCIATION

OF

THE CAKE HOUSE (PRIVATE) LIMITED

1. Subject as hereinafter provided, the Regulations contained in Part 11 of Table 'A' in the First Schedule to the Companies Act, (CHAPTER 24:03), shall apply to this Company and be deemed to be adopted by and incorporated in these Articles in so far as the same are applicable to a private company and are not in any way in conflict or inconsistent with these Articles, provided that at all times the regulations as described in these Articles shall prevail. In so far as the regulations contained in Part 1 of Table 'A' are incorporated into Part 11 thereof such Regulations are referred to by the number key bear in Part 1 of Table 'A'.

In the event of a conflict between these Articles and Table "A" the provisions contained in the Articles shall prevail.

PRIVATE COMPANY.

2. Company is established as a Private Company, and accordingly:
- (a) The right to transfer the shares of the Company shall be restricted in manner hereinafter appearing.
 - (b) the number of members (exclusive of persons who are in employment of the Company and of persons who, having been formerly in the employment of the Company, were, while in such employment and have continued after the determination of such employment to be members of the Company) shall be limited to fifty.
 - (c) No invitation shall be issued to the public to subscribe for any shares or debentures of the Company.

SHARE CAPITAL AND VARIATION OF RIGHTS

3. The company shall have the power from time to time to consolidate shares, and also to divide the shares in the initial or increased capital into several classes and attach thereto any preferential, guaranteed, qualified, special or deferred rights, privileges, conditions or restrictions, provided that the rights or privileges attached to any class of share (unless otherwise provided by the terms of issue of shares of that class) shall not be varied except with the consent in writing of the registered holders of three-quarters of the issued shares of that class.
4. None of the funds of the Company shall be applied in the purchase of or lent on shares of the Company.

TRANSFER OF SHARES

5. The shares shall be under the control of the Directors who may in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share whether or not it is a fully paid share, provided however that such control shall not entitle the Directors to refuse the transfer of any share if the procedure hereinafter set out regarding rights of pre-emption shall be followed, or if a member shall seek to transfer a share to the heirs in his estate as hereinafter set out in Articles (7) and (8). Every member of the Company who intends to sell or transfer shares shall give notice in writing to the Board of his intention. Such notice shall constitute the Board of Directors the agent of the member for the sale of such shares in one or more lots at the discretion of the Board, at a price to be agreed upon by the Vendor and the Board, or in case of difference at the 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. Upon the price being fixed as herein set out the Board of Directors shall forthwith give notice to all members of the Company, which notice shall state the number of shares to be sold, the price to be charged for each share and shall invite each of the members to state in writing within fourteen (14) 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. At the expiration of the said fourteen (14) days the Board shall allocate the said shares to or amongst the member or members who shall have expressed his or their willingness to purchase as aforesaid and (if more than one) so far as may be 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, and if he make default in so doing 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 whole of the said shares not being sold to existing members as hereinbefore set out, the Vendor may at any time within Sixty (60) days after the expiration of the said fourteen (14) days transfer the shares not so sold to a person not being a member of the Company at a price and on terms as to payment no less favourable than those offered to members, provided that the Board of Directors may nevertheless refuse to register such transfer only if the proposed transferee is a person of whom they do not approve.

6. THE rights of pre-emption in relation to the transfer of shares as hereinbefore set out shall not apply to the transfer merely for the purpose of effecting the appointment of new trustees.

TRANSMISSION OF SHARES

7. THE Executors or Administrators of a deceased member shall be the only persons recognised by the Company as having any title to deal with his share in cases where the deceased was the sole holder, and where the deceased was a joint holder only the survivor or survivors shall be recognised.

8. ANY person becoming entitled to a share in consequence of the death of any member may be registered as a member upon such evidence being produced as may from time to time be required by the Company. Notwithstanding the provisions of Articles (5) and (6) the Directors shall be bound to register the transfer of any share tendered for registration under this Article.

GENERAL MEETINGS AND PROCEEDINGS AT GENERAL MEETINGS

9. ARTICLES (50), (53), (55), (56) and (60) of Part I of Table "A" shall not apply. General Meetings shall be held in each year at such time and place as may be determined by the Directors, but subject always to the provisions of Section (102) of the Act regarding the time of holding such meetings. General Meetings shall also be convened on requisition as is provided for in Section (103) of the Act. An Annual General Meeting may be called by TWENTY-ONE (21) days' notice in at the least and, subject to the provisions of the Companies Act, Chapter 190 as amended, and particularly Sections (109) to (113) thereof, any other meeting of the Company may be called by seven (7) days' notice in writing at the least, provided that such meetings may be called on shorter notice if:-
- a) In the case of a meeting called as the Annual General Meeting all the members entitled to attend and vote thereat agree; and
 - b) In the case of any other meeting a majority in number of the members having a right to attend and vote thereat, being a majority holding not less than NINETY-FIVE PER CENTUM (95%) in nominal value of the shares giving a right to attend and vote at the meeting so agree.

10. 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.
11. ANY person, whether or not he is a member of the Company, may be appointed by proxy for another member and any instrument appointing a proxy shall be valid for a period of six (6) months but no longer unless specifically stated in such instrument, when it shall be valid for the period so stated.
12. THE quorum at a general meeting shall be two (2) members present personally or by proxy.
13. ARTICLE (58) (b) of Table "A" which relates to the demand for a poll at any general meeting is amended in sub-clause (b) thereof by substituting the word "two" for the word "three".
14. A Resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.
15. THE Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company, or if there is no such Chairman, or if he shall not be present within fifteen (15) minutes of the time appointed for the holding of the meeting, or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting. If so required by any two Directors the Directors shall appoint a person to act as Chairman at any meeting, who shall not be a member of the Company, to be Chairman of the meeting, whether or not the Chairman of the Company shall be available to act as Chairman of the Company shall be available to act as Chairman of any such meeting. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall, if he is a member of the Company, not have a second or casting vote. If the Chairman shall not be a member of the Company, he shall, whether on a show of hands or a poll, have one vote. The voting right hereby conferred upon the Chairman need not be restricted by the Chairman solely to preserve the status quo ante, but may be exercised in the furtherance of such course as the Chairman considers to be in the best interests of the Company.

DIRECTORS

16. It shall not be necessary for a Director or an Alternative Director to be a shareholder in the Company.
17. THE quorum at all meetings of the Directors shall be two (2) present in person or by Alternate.
18. ANY Director may appoint any other person approved by the majority of the Directors as his Alternate and to act as proxy at meetings of the Directors and to do all such things which a Director of the Company may do. Each Director present personally or by Alternate at a meeting of Directors shall have one vote

BORROWING POWERS

ARTICLE (78) of Part 1 of Table "A" shall not apply.

20. The Directors may exercise all the powers of the Company, raise and borrow money for the purposes of the Company to such extent and in such manner as they may think fit, and may issue debentures, debenture stock and other securities at a discount or on any special terms and whether outright or as security for any debt, liability or obligations of the Company or of any third party and may give security on the undertaking of or any property of the Company in such manner and form as they think fit, and they may mortgage or charge the Company's undertaking, property and uncalled capital or any part thereof.

POWER AND DUTIES OF DIRECTORS

21. ARTICLES (85) (2) and (85) (3) of Part 1 of Table "A" shall not apply.
The number of Directors which will constitute a Board in whom the management of the affairs of the Company shall be vested shall not be less than two (2) and not more than five (5) unless otherwise determined from time to time by resolution at a general meeting of the Company.
22. ARTICLE (96) of Part 1 of Table "A" shall not apply.

The Board of Directors shall have power at any time and from time to time to appoint any other qualified person as a Director either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed. Any person appointed to fill a vacancy shall retain office only so long as the vacating Director would have retained office if no vacancy had occurred, but shall be eligible for re-election.

Any Director appointed as an addition to the Board shall retire in accordance with Article (37).

23. THE continuing Directors may act notwithstanding any vacancy in their body so long as there remain two Directors duly qualified to act, but if the number falls below two, the remaining Directors shall fill up such casual vacancy and except for the purpose of filling such casual vacancy or calling a general meeting of the Company, such remaining Director shall not act so long as the number is below two. No Director or Alternate Director shall perform any of the duties of a Director or do any act as a Director except during such time as he shall actually be in Zimbabwe, or absent on the Company's business.
24. A Director may be employed by or hold any office of profit under the Company in conjunction with the office of Director, other than that of Auditor of the Company, and on such terms as to remuneration and otherwise as the Board of Directors may arrange.
25. THE Directors shall keep proper minutes of their proceedings and of all acts done in pursuance of anything appearing by such minutes to be resolved upon or authorised by the Directors within the meaning of these Regulations and the last three lines of Articles (87) of Table 'A' are deleted.

PROCEEDING OF DIRECTORS

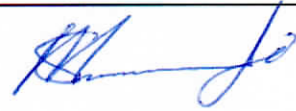
26. ARTICLE (100) of Part I of Table "A" shall not apply.
27. A meeting of the Directors, at which a quorum is present, shall be competent to exercise all or any of the authorities, power and discretions by or under the regulations of the Company for the first time being vested in or exercisable by Directors generally. The Chairman of the Board of Directors shall not have a second and casting vote.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of these Articles of Association.

Names, addresses
Occupation of
Subscribers

Signatures
of
Subscribers

STANSLOUS MURENJE
HOUSE # 4858
MNONDO CRESCENT
GLEN NORAH
HARARE



DIRECTOR

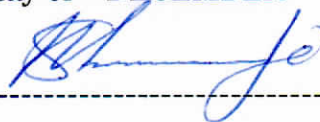
FAITH MURENJE
HOUSE # 4858
MNONDO CRESCENT
GLEN NORAH
HARARE



DIRECTOR

Dated at Harare this----**11TH** -----day of---**DECEMBER** -----, 2019

WITNESS to the above signatures-----



STANSLOUS MURENJE
ATLAS HOUSE
62 R MUGABE
HARARE

SECRETARY

THE CAKE HOUSE (PRIVATE) LIMITED

Particulars (a) of Directors THE CAKE HOUSE (PRIVATE) LIMITED AND OF ANY CHANGES						AND SECRETARIES/PRINCIPAL OFFICER THE CAKE HOUSE (PRIVATE) LIMITED THEREIN			
1 Date of Appointment (b)	2 Present Christian Names And Surname	3 Nationality	4 Identity Number	5 Any Former Names	6 Full Residential or Business Address and Postal Address	7 Particulars of other Directorships (f)	8 Nature of Change (g)	9 Change (h) Date of	10 Date Company notified of Change (i)
INCORPORATION DATE	Directors (C) STANSLOUS MURENJE	ZIM	63-986159X80	Nil	HOUSE NO. 4858 MNONDO CRESENT GLEN NORAH A HARARE	Nil	APPOINTMENT	INCORPORATION DATE	INCORPORATION DATE
INCORPORATION DATE	FAITH MURENJE	ZIM	63-1134161R18	Nil	HOUSE NO. 4858 MNONDO CRESENT GLEN NORAH A	Nil	APPOINTMENT	INCORPORATION DATE	INCORPORATION DATE
INCORPORATION DATE	STANSLOUS MURENJE	ZIM	63-986159X80	Nil	ATLAS HOUSE 62 R MUGABE ROAD HARARE	Nil	APPOINTMENT	INCORPORATION DATE	INCORPORATION DATE

Notes-

- (a) A complete list of the existing directors should always be given.
 (b) This date should be shown, whether or not it is in respect of an old or a new appointment.
 (c) In the case of a foreign company, if the director is a corporate body, its name and the situation of its principal office must be given.
 (d) In the case the secretary being a corporate body, the name and the situation of its registered office must be given.
 (e) In the case of the principal officer being a corporate body or partnership, the corporate or partnership name must be shown and, if it is a partnership, all the names of the partners must be given.
 (f) In the case of an individual, if he is a director of any other company registered in this country, the name of every such company must be entered. This applies only in respect of new appointees.
 (g) State 'Resigned', 'Retired' or 'Died', or as the case may be. In the case of a new appointment since the last list was filed, it must be stated here in whose place or whether additional.
 (h) Give the date of the occurrence referred to in the previous column, Both columns 8 and 9 must be completed in the event of a change.
 (i) This is regarded as the date of the entry in the register.

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 (Signed) Director / Secretary / Principal Officer
 This11TH.....Day of ..DECEMBER.....2019