

THE COMPANIES ACT, 2002 (CAP. 212)

COMPANY LIMITED BY SHARES

Memorandum and Articles of Association

of

IMMO82 RECORD MANAGEMENT AND STORAGE LIMITED

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THE COMPANIES ACT, 2002 (CAP. 212)

COMPANY LIMITED BY SHARES

Memorandum of Association

of

IMMO82 RECORD MANAGEMENT AND STORAGE LIMITED

1. The name of the Company shall be IMMO82 RECORD MANAGEMENT AND STORAGE LIMITED.
2. The registered office of the Company shall be situated in the United Republic of Tanzania.
3. The objects for which the Company is established are:
 - a) To carry on the business of real estate management and development, real estate agents, property managers, and realty administrators of buildings, services of letting or valuation, builders, contractors for constructions work, renovation, decoration and demolition and to purchase otherwise acquire land for houses, office, workshops and building properties
 - b) To carry on business of real estate affairs, apartment house management, apartment renting of real estate brokers, real estate management; rent collection; rental of offices, real estate renting of apartments and renting of flats.
 - c) To conduct the business of physical and land use planning to urban and rural, area and to conduct the business of land management and valuations.
 - d) To carry on the business of land estate, architectural, mechanical, civil, structural, electrical engineering, quantity surveying, valuation of land and machinery, all kinds of fixed and movable assets; stock, shares, business, joint venture.
 - e) To carry on the business and act as managers of investments and investments company, commission agents, real estate, property managers, developers, valuers, decorators, engineers, and to generally be able to carry out activities of any description with regards to land, property, and real estate, investment in any type of property, buildings, lands, securities, bonds, shares and any property act as a holding company with subsidiaries and invest in any projects as the company may think fit.

- f) To establish and manage real estate investment funds. Utilizing financial surpluses available with the company through investing them in financial portfolios managed by specialized companies and authorities.
- g) To act as estate agents and solicit funds, process sales, purchase, lease and marketing arrangements for all kinds of landed properties.
- h) To carry on the business of designing, developing, managing and leasing real estate properties.
- i) To undertake assignments as business managers, consultants, investments analysts, financiers, brokers manufactures, representatives, landlords, estate agents property developers and employ any person, firm or corporation of any assignment undertaken or to be undertaken by the company.
- j) To purchase, take on lease or in exchange, hire or otherwise acquire any moveable or immovable property of any kind or any interest therein and any rights or privileges which the Directors of the Company may think necessary or convenient for the purposes of or in connection with the Company's businesses or which may enhance the value of any other property of the Company.
- k) To promote and maintain the highest standard of conduct in the transaction of the real estate and dealings with one another and the public.
- l) To carry on the business of contractors, builders, town planners, infrastructure, developers' estate developers and engineers land developers' estate agents, immovable property.
- m) To Prepare studies and provide consultations on all types of real estate fields. Owning and managing hotels, tourism developments as well as leasing and renting them.
- n) To perform maintenance work related to buildings and real estate owned by the company, including performing civil, mechanical, electrical, lifts and air conditioning work to guarantee maintenance of the buildings and their safety.
- o) To own, manage and leasing of commercial properties, office space properties, mixed – use properties and residential properties.
- p) To conduct feasibility studies on behalf of, and under the instruction of any other company or individuals dealing with real estates.
- q) To unite the real estate brokers and associates, if any, for the purposes of exerting effectively a combined positive influence upon matters affecting their business
- r) To enter into any arrangement with any government or authorities, supreme, municipal, local or otherwise which may seem conducive to the company's objects, or any of them, and to obtain from any such government or authority, any rights, privileges, and concessions which the company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights and concessions.

- s) To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this company, or for any other purpose which may seem directly or indirectly to benefit the company.
- t) To erect, maintain, or alter, or cause to be erected, maintained or altered upon any land acquired or hired by the company any building, erections or structure or whatsoever nature and to enter into contract with builders, architects, engineers, and others for the erection of such buildings, erection or structures.
- u) To enter into partnership and joint venture with any other organization, company or individual for carrying out the objectives of the Company.
- v) To acquire, buy, purchase, hire or otherwise lands, buildings, civil works immovable property of any tenure or any interest in the same and to erect and construct, houses, flats, bungalows, or civil work of every type on the land of the Company or any other land or immovable property whether belonging to the Company or not and to pull down, rebuild, enlarge alter and other conveniences and to deal with and improve, property of the Company or any other Immovable property.
- w) To erect, construct, build, water proofing, sewage, demolish, fabricate, execute, carry out, improve, work, develop and enlarge, rebuild, repair, maintenance, administer, manage or control on any land or immovable property of the Company or upon any other land or immovable property in any capacity and conveniences of all kinds, including turnkey jobs, railway, tramway speedway, runways, roads aerodromes, sewage, theatres, cinema halls, piers, Dams, barrages, reservoirs, embankments, canals, irrigations, power houses, transmission lines, reclamation, improvement sewage, drainage, sanitary works, for building hotels, houses, markets, private public and all kind of conveniences.
- x) To carry on business as safari contractors , organizers and operators, and to equip, organize and arrange hunting, photographic, cinematic, exploration and cinematographic expeditions and generally to organize and provide facilities for tourists safari adventures of every kind including but not limited to game , fishing, river canoeing, kayaking, and other safaris and expeditions of every description, photographers, suppliers and caterers for hunting, fishing, photographic, sight-seeing and other expeditions whatsoever.
- y) to carry out business of builders and civil engineers, architects. estimators and designers thereof.
- z) To promote, buy, acquire, sell, lease. exchange, hire, to let, mortgage or otherwise dispose of the lands, industrial complexes, houses. buildings, farm houses, agricultural lands, and other immovable property of the company or other immovable property including any share or shares, interest or interests therein and to transact on commission or otherwise business of real estate's agents.

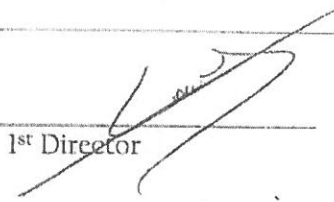
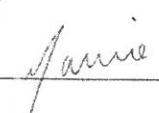

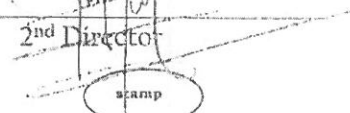
- aa) To apply for purchase through tender or otherwise acquire civil contracts for or in relation to water proofing, sewage, construction, execution, equipment, improvement, management, administrations or control of mechanical and civil works and conveniences and to undertake, execute, dispose or otherwise turn to account the same.
- bb) To carry on business as proprietors and operators of hotels, restaurant, lodges, camps, leisure facilities , motels, refreshment and tea rooms, cafes, milk and snake bars, beerhouse, and lodging house keepers, wine, beer and spirit merchants and as restaurant caterers and catering contractors, construct, own gambling premises, gaming casinos and to enter into or carry into effect agreements with any government or other authority, supreme, municipal, local or otherwise of with other person or company relating to the operational executive or other field of the company or the use of immovable property or other facilities at the disposal of the company or for other purpose for which the company is equipped or considers necessary, to equip and furnish any property for the purpose of letting it visitors or guest, whether in rooms suite, tents, chalets, cottages, movables structures or otherwise
- cc) To carry on the business of architects, consultant's civil engineer's civil testers, builders and developers of land contractors, civil contractors and undertake any residential, commercial or Industrial, construction either independently or jointly in partnership, joint venture or on agency or sub-contractor on behalf of any individual firm, body corporate, association or society, developer of land and farm houses and buildings for residential purposes.
- dd) To carry out all other tasks or activities which are necessary or incidental to the achievement of any of the objects of the Company.
- ee) To acquire by purchase exchange or otherwise, either in deemed or registered Right of Occupancy or for any larger lesser estate or interest, whether in possession or in reversion and whether vested or contingent, any estates farms, lands, houses, buildings, tenements and premises of any tenure, whether subject or not to any charges or encumbrances and to hold or sell, let, alienate mortgage, charge or otherwise deal with all or any of such lands, tenements, building or premises and to grant easements, profits re-investment or any other rights in, over, or under the said lands and to acquire such rights in, over, or under any adjoining property.
- ff) To develop the resource of the turn to account any lands and any rights over or connected with land belonging to or in which the company is interested, and in particular by cleaning, draining, fencing, planning, mining, cultivating, building, improving, farming, irrigation, grazing and by a Promoting immigration and emigration and the establishment of towns, villages and settlement.
- gg) To sell, lease, grant licenses, easements and other rights over and in any other manner deal with or dispose of the undertaking, property, assets, rights, and effects of the company or any part thereof for such consideration as may be thought fit and, in particular, for stock, shares or securities of any company, whether fully or partly paid.

- hh) To acquire, take over and undertake the whole or any part of the business, property and liabilities including mortgage and bonds, of any person or company carrying on any business which the company is authorized to carry on, or possessed of property suitable for the purpose of this company.
- ii) To apply for, acquire and hold any charters, Acts of Parliament, privileges, monopolies, licenses, concessions, patents, or other rights or powers from the Government, of the United Republic, or any other Government state or local or other authority in the United Republic, or elsewhere, and to exercise, carry on and work any powers, right or privileges so obtained.
- jj) To borrow or raise or secure the payment of money by bank overdraft, by mortgage, or by the issue of debentures or debenture stock perpetual or otherwise, or in such other manner as the company's property or assets, present and future including its uncalled capital, and collaterally or further to secure any securities of the company by a trust deed or other assurance.
- kk) To amalgamate with any other association, company, or anybody or establishment be it legal or natural whose objects are or include objects similar to those of the company.
- ll) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or which may be conveniently carried in and done in connection therewith, or which may be calculated, directly, to enhance the value of or render profitable, any business or property of the company, and that the object set forth in any sub-clause of this clause shall be given thereto, and they shall not, except when the context expressly so requires be in any way limited or restricted by reference to or in reference from any other objects set forth in such sub-clause or by the name of the company.
- mm) To do any other business which in the opinion of the Directors is directly related to the above or any of the objects or is calculated to enhance the objects of the company.
- nn) Generally, to carry on any other business which, in the opinion of the Company, is capable of being conveniently and advantageously carried on by the Company in connection with or as ancillary to the objects specified above or is calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- oo) PROVIDED THAT, nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer including but not limited to any full-time Executive Director or servant of the Company, or to any members of the Company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding current bank rate on money lent, or reasonable and proper rent for premises demised or let by any member to the Company.

pp)AND, PROVIDED THAT, nothing herein before contained shall prevent any payment to any company of which a member of the Board of Directors may be a member or shareholder for services rendered.

4. The liability of the members is limited.
5. The nominal share capital of the Company is Tanzanian Shillings Ten million (TZS 10,000,000) divided into ten thousand (10,000) ordinary shares of Tanzanian Shillings One thousand (TZS 1,000) each with the rights and privileges and conditions respectively attached thereto as may from time to time be conferred by the regulations of the Company with powers to increase or to reduce its capital and to divide the share capital of the Company from time to time into several classes and attach thereto such preferential, differed, qualified or special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.


WE, the several persons whose names, addresses and descriptions are subscribed below, 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.

NAME OF A SUBSCRIBER	ADDRESSES AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES	SIGNATURE
<p>The Cape Hope Limited</p> <div style="border: 1px solid black; padding: 2px; width: fit-content;"> <p>THE CAPE HOPE LTD SUITE 403, 4TH FLOOR, ST JAMES COURT, ST DENIS STREET, PORT LOUIS, MAURITIUS COMPANY NO: 121834 C2/GBL TAX NO: 2782658 FSC LICENCE NO: C214021867 C001 FS-4.1</p> </div>	<p>Suite 403, 4th Floor, the Catalyst Building, Plot 40 Silicon Avenue Ebene, Republic of Mauritius</p>	4500	<p>1st Director </p> <p>2nd Director </p> <p style="text-align: center;">stamp</p>
<p>Project Management Investment</p> <div style="border: 1px solid black; padding: 2px; width: fit-content;"> <p>PROJECT MANAGEMENT INVESTMENT SUITE 403, 4TH FLOOR, ST JAMES COURT, ST DENIS STREET, PORT LOUIS, MAURITIUS COMPANY NO: 124680 C2/GBL FSC LICENCE NO: C214021863 C001 FS-4.2</p> </div>	<p>Suite 403, 4th Floor, the Catalyst Building, Plot 40 Silicon Avenue Ebene, Republic of Mauritius</p>	500	<p>1st Director </p> <p>2nd Director </p> <p style="text-align: center;">stamp</p>

Dated at DAR ES SALAAM this 29th day of JANUARY, 2021

WITNESS to the above signatures: -

Name: LUCY SAWAYA-MANDARA

Signature: 

Postal Address: P.O BOX 40716, DAR ES SALAAM

Qualification: COMMISSIONER FOR OATHS



THE COMPANIES ACT NO. 12 OF 2002
COMPANY LIMITED BY SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
IMMO82 RECORD MANAGEMENT AND STORAGE LIMITED
PRELIMINARY

ARTICLES OF ASSOCIATION

1.0 TABLE A
The regulations in Table A Part I and II in the first Schedule to the Companies Act No. 12 of 2002 shall not apply to the Company except so far as the same are repeated or contained in these Articles.

2.0 INTERPRETATION:
In these Articles, unless the context otherwise requires, expression defined in the Companies Act, 2002, shall have the meanings so defined and the words standing in the first column of the table next hereafter contained shall bear the meanings set opposite to them respectively in the second column thereof, namely:

“Act” The Companies Act (Cap. 212 of 2002) or a statutory re-enactment or modification thereof for the time being In force and reference to any section or provision of the Act shall include any statutory re-enactment or modification of such section or provision for the time being in force.

“Articles” These Articles of Association of IMMO82 RECORD MANAGEMENT AND STORAGE LIMITED as originally framed or as altered from time to time by special resolution.

“Company” means IMMO82 RECORD MANAGEMENT AND STORAGE LIMITED

“Directors” The Directors of the Company for the time being.

“Dividends” any distribution (whether in cash or property, and whether made before or during winding up) by the Company to any member with respect to a member’s equity interest in the Company

“Members” a registered Shareholder of the Company

“Register”	The register of the Members of the Company.
“Secretary”	Means, any person appointed to perform the duties of the Secretary of the Company
“Office”	The registered office for the time being of the Company.
“Seal”	The common seal of the Company.
“Month”	Calendar Month
“Year”	A year from 1 st January to 31 st December inclusive.

In the articles, words importing one gender shall include another gender.

Unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding upon the Company.

3.0 PRIVATE COMPANY STATUS AND LIABILITY OF MEMBERS:

3.1 The Company is a Private Company Limited by shares, and accordingly:

- (a) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company;
- (b) The Company shall not have power to issue share warrants to bearer.
- (c) the number of the Members, not including persons who are in the employment of the Company is limited to fifty (50) Members:

Provided that, for the purpose of this provision, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single Member; and
- (d) the right to transfer the shares of the Company is restricted in the manner hereinafter provided.

3.2 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

4.0 SHARE CAPITAL

The original share capital of the Company is Tshs. 10,000,000/= divided into 10,000 shares of Tshs. 1,000/= each.

5.0 Without prejudice to any special rights previously conferred on the holder of any shares or class shares already issued (which special rights shall not be modified, affected, varied, extended or surrendered except with the consent or sanction as provided for in the next following Articles) any share in the Company capital for the time being un-issued may be issued with such preferential, deferred, qualified or special rights, privileges, conditions or such restrictions, whether in regard to dividend, return of capital or otherwise as the Company may from time to time by Ordinary Resolution direct or if no such direction is given as the Directors determine.

6.0 MODIFICATION RIGHTS

6.1 All rights, privileges, conditions or restrictions for the time being attached or belonging to any class of shares for the time being forming part of the capital of the Company may from time be modified, affected, varied, extended, surrendered in any manner with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an Extra Ordinary Resolution passed at a separate general meeting of the members of that class. To any such General Meeting, the provisions of these articles as to general meetings of the company shall *mutatis mutandis* apply but except that the necessary quorum shall be members of the class holding or representing by proxy one third of the capital or credited as paid on the issued shares of that class.

6.2 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 issues of the shares of that class, be deemed not to be varied by the creation or issued of further shares ranking "*Pari passu*" therewith.

7.0 SHARES:

Subject to the provision of these Articles, the un-issued shares of the Company, shall be at disposal of the Board, which may allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may determine. No shares shall be issued at a discount except in accordance with section 60 of the Act.

8.0 PREFERENCE SHARES:

Subject to the provisions of Section 61 of the Act, any preference shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, or at the option of the company are liable, to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine.

9.0 ALLOTMENT OF SHARES:

9.1 Subject to the provisions of these Articles relating to new shares, the shares shall be at the disposal of the Directors and they may (subject to the provisions of the Act) allot, grant option over or otherwise dispose of them to such persons, on such terms and conditions and at such times as they think fit, but no share shall be issued at a discount, except in accordance with the provisions of the Act.

- 9.2 The company may exercise the powers of paying commissions conferred by Section 56 of the Act provided that the rate or the amount of commission paid or agreed to be paid and the number of shares which persons have agreed for commission to subscribe absolutely shall be disclosed in the manner required by the said section and the rate of the commission shall not exceed the rate of ten (10) per centum of the price at which the shares, in respect whereof the same is paid, are issued or an amount actual to ten (10) per cent of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
- 9.3 If any shares of the Company, are issued for purposes of raising money for defray the expenses of the construction of any works or buildings or the provision of any plant or equipment which cannot be made profitable for a lengthened period, the Company may pay interest on so much of share capital as is for the time being paid up and may charge the same to capital as part of the cost of construction of the works or buildings or the provision of plant.
- 9.4 Except as ordered by a court of competent jurisdiction or as by required by law, no person shall be recognized by the Company as holding any share upon any trust and the Company shall not be bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
- 10.0 SHARE CERTIFICATES:
- 10.1 Every person whose name is entered, as a member in the register of members shall with payment be entitled to one certificate for all his shares under the Common Seal of the Company specifying the share or shares held by him and the amount paid thereon.
- 10.2 Every Share Certificate must specify number of shares and class in which the certificate is issued. The nominal value of those shares and any distinguishing numbers assigned to them. Every certificate must be issued under the Company Seal, which may be affixed on it or be otherwise executed in accordance with the Act or be issued in such a manner as the directors may approve
- 10.3 The Company shall be entitled to treat the person whose name appears upon the register in respect of any shares as the absolute owner thereof and shall not be under obligation to recognize any trust or equity claim to or partial interest in such shares whether or not it shall have express or other notice thereof.
- 10.4 REPLACEMENT OF SHARE CERTIFICATES:
If a share certificate is defaced lost, stolen or destroyed it may be renewed on payment of such fee if any, not exceeding one thousand (1000/-) shillings on such terms, if any, and as to evidence and indemnity as the Directors think fit.

11.0 LIEN:

- 11.1 The Company shall have a first and paramount lien on every share (other than fully paid shares) standing registered in the name of a single person for all the debts and liabilities of such member's estate or his estate to the Company, and whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such Member, and whether the time for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such member or his estate and any other person whether a member or not.
- 11.2 The Company's lien (if any) on a share shall extend to any amounts including all dividends payable thereon. But the Board may at any time declare any share to be wholly or in part exempt from the provision of this article. Unless otherwise agreed, the registration of a transfer of shares shall not operate as a waiver of the Company lien, if any, on such shares.
- 11.3 The Company may sell, in such manner as the Board may think fit, any share on which the Company has a lien., but no sale shall be made unless some sum in respect of which the lien exist is presently payable nor until the expiration of fourteen (14) days after notice in writing stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default shall have been given to the holder for the time being of the share to the person entitled by reason of his death or bankruptcy to the share.
- 11.4 The net proceeds of the sale shall be applied in or towards payments or satisfaction of the debt or liability in respect whereof the lien exists so far as the same is present payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to sale) be paid to the person entitled to the shares at the time of sale. For giving effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares and shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

12.0 CALL ON SHARES:

- 12.1 The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment therefore made payable at fixed times, provided that no call shall exceed one half of the nominal value of the share be payable at less than one month from the date fixed for payment of the last preceding call and each member shall (subject to receiving at least fourteen (14) days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be revoked or postponed as the Directors may determine. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer for the shares in respect of which the call was made.

- 12.2 A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed and may be required to be paid in instalments.
- 12.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 12.4 If a sum in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate but not exceeding the (10) per cent per annum, as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part.
- 12.5 The provision of the Articles as to liability of joint holders and as to payment of interest shall apply in the case of non-payment at a fixed time whether on account of the amount of the share or by way of premium as if the same had duly become payable by virtue of a call made and notified.
- 12.6 Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purpose of these Articles, be deemed to be call duly made and payable the date on which by the terms of issue, the same becomes payable, and in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made.
- 12.7 The Directors may, on the issue of shares, differentiate between holders as to the amount of calls to be paid and times of payment.
- 12.8 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 a member. Upon all or any of the moneys so advanced may (until the same would but for such advance become payable) pay interest at such rate not exceeding (unless the Company shall in the General Meeting otherwise direct) eight (8) per cent per annum, as may be agreed upon between the Directors and the members paying such sum in advance.
- 12.9 No member shall be entitled to receive any dividend or to be present or to vote on any question either personally or by proxy, at any general Meeting or upon a poll, or to be reckoned in quorum whilst any call or other such moneys shall be due and payable to the Company in respect of any of the shares held by him, whether alone or jointly with any other person.
- 13.0 TRANSFER OF SHARES:
- 13.1 No shareholder shall sell, assign or otherwise transfer any shares without the prior written consent of the other Shareholder except as provided in this Article.

- 13.2 If any Member, wishes to transfer any of its shares in the Company, it shall first give the right of refusal to the other Member all of such shares it is seeking to transfer. Thereafter, the instrument of transfer of any share shall be executed by or on behalf of the transferor and transferee and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of members in respect thereof.
- 13.3 Shares to be transferred shall be:
- a) in writing and shall be delivered by the transferor to transferee at its address registered with the Company, and with a copy to the Company secretary.
 - b) be irrevocable and open for acceptance by the transferor to transferee for a period of thirty (30) days following the receipt of the offer by the transferee.
- 13.4 No transfer shall be registered unless a proper instrument of transfer shall have been delivered to the Company. The instrument of transfer of a share shall be executed by both the transferors and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. All instrument of transfer, when registered, shall be retained by the Company.
- 13.5 The Directors may refuse to register the transfer of a share to any person and if they do so, the instrument of transfer must be returned to the transferee with notice of the refusal, setting out their reasons for the refusal, as soon as practicable and in any event within two (2) months after the date on which the transfer was lodged with the Company, unless they suspect that the proposed transfer may be fraudulent.
- 14.0 TRANSMISSION OF SHARES:
- 14.1 In case of death of a member, the survivor or survivors where the deceased was joint holder, and the legal personal representatives of the deceased, where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which has been jointly held by him with other persons.
- 14.2 In case of a share registered in the names of two or more holders the survivors or personal representatives of the deceased survivor shall be the only persons recognized by the Company as having any title to the share.
- 14.3 Any person entitled to a share in consequence of the death or bankruptcy or a member shall upon such evidence being produced as may from time to time properly be required by the Directors have the right either to be registered as a member in respect of the share or instead of being registered himself to make a transfer of the share as the deceased or bankrupt person could have made but the Directors shall in either case have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy.

Directors, appointment of Auditor's fixing of the remuneration of the Auditors and Directors.

- 19.2 No business shall be transacted at any General Meeting except the adjournment of the meeting unless a quorum of members is present at the time when the meeting proceeds to business; two persons entitled to vote on the business to be transacted, each being a member or a proxy for the member or a duly authorized representative of a corporation, shall be a quorum.
 - 19.3 If within thirty minutes from the time appointed for the meeting a quorum is not present, or if during the course of a meeting a quorum ceases to be present, the meeting if convened upon the requisition of members, shall be dissolved, in any other case it shall stand adjourned to the same day next week at the same time and place or to such other day and at such other time and place as the Directors may determine.
 - 19.4 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 Chairman, or if the Chairman shall not be present within thirty minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present shall choose one of the members to be Chairman of the meeting.
 - 19.5 At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is demanded by the Chairman or by any Member. If a poll is duly demanded, it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
 - 19.6 In 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 duly demanded shall have a second casting vote.
- 20.0 VOTES OF MEMBERS:
- 20.1 Subject to any special terms as to voting upon which any share capital may be issued or may for the time being be held on a show of hands, every Member who (being an individual) is present in person or being a corporation is present by a representative duly authorized under section 141 of the Act shall have one vote for each share of which he is the holder.
 - 20.2 In the case of joint holders the vote of the senior who tenders the vote, whether in person or proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of members.
 - 20.3 A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction for the protection of persons incapable of managing their own affairs may vote, whether on a show of hands or on a poll by his committee or other legal guardian appointed by that court, and any such Committee or legal guardian may vote by poll or proxy.

- 20.4 No member shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such a meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
- 20.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such a meeting shall be valid for all purpose. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
- 20.6 The instrument appointing a Proxy shall be in writing under the hand of the appointer or his attorney duly authorized in writing and shall be deposited at the office before the time appointed for holding the meeting otherwise the person so named shall not be entitled to vote in respect thereof. A Proxy need not be a member of the company. Unless otherwise instructed the proxy will act as he thinks fit.
- 20.7 An instrument appointing a Proxy may be in the following form, or any other form which the directors shall approve.

**FORM OF A PROXY
IMMO82 RECORD MANAGEMENT AND STORAGE LIMITED**

I/We..... of being (a) Members(s) of the above-named Company, hereby appointof or failing him, of as my /our proxy to vote for me/us and on my/our behalf and on my behalf at the Annual / Ordinary or Extraordinary General Meeting of the Company to be held on the day of, 20..... and at any adjournment thereof.

Dated thisday of202...

Signature:

Address:

NOTE: *Unless otherwise directed, the proxy holder will vote as he thinks fit and in respect of the Members total holding.*

23.0 ALTERNATE DIRECTOR:

23.1 Any Director may appoint any person willing to act, whether or not he is a Director of the Company and with the approval of the Board of Directors, to exercise that Director's powers, and carry out that Director's responsibilities, in relation to the taking of decisions by the Directors in the absence of the appointer.

23.2 An acting Director, shall cease to be an Alternate Director if a Director who has appointed him ceases for any reason to be a director, PROVIDED THAT, if any Director retires by rotation or otherwise, but is re-elected at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he has not retired.

23.3 All appointments and removals of an alternate Director shall be effected by instrument in writing delivered at the registered office of the Company and signed by the appointer. A Director exercising the power to appoint an alternate Director shall give prior notice of such appointment in writing to the Secretary of the Board.

24.0 TERMINATION OF DIRECTOR'S APPOINTMENT:

24.1 Without prejudice to the preceding article, Article 23.3, the office of a Director shall be vacated in any of the following events, namely: -

- a) the Director resigns or ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law.
- b) a bankruptcy order is made against such a Director,
- c) the Director is found lunatic or become of unsound mind or receiving order is made against him or he compounds with his creditors,
- d) without leave, the Director is absent, otherwise than on the business of the Company, from meetings of the Board for six (6) consecutive months, and the board resolved that his office be vacated,
- e) the Director is removed either by an extra-ordinary resolution, or an ordinary resolution of the Company, twenty-eight (28) days' notice of intention to move such resolution have been given, and
- f) the condition for the removal of a Director as expressly stated and agreed to in the Shareholders Agreement have been met.

25.0 BORROWING POWERS:

25.1 The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge or otherwise secure its undertaking, assets, property and uncalled capital or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third part.

- 25.2 The Directors may exercise all the powers of the company to guarantee and become surety for the liabilities, the performance of contracts and the repayments of monies by any person, firm, or company and to issue charges, mortgage, debentures or lien to secure performance by the Company of any such guarantee or surety, PROVIDED THAT, the Directors shall cause a proper register of charges to be kept in accordance with Section 108 of the Act and shall duly comply with the requirements of Sections 100 and 101 of the Act in regard to the registration of charges therein specified or otherwise.
- 25.3 All cheques, promissory notes, drafts, bill of exchange and other negotiable and transferable instruments and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.
- 26.0 POWER AND DUTIES OF DIRECTORS:
- 26.1 The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the Act or these Articles required to be exercised by the company in a General Meeting subject, nevertheless, to any regulation of these Articles, to the provision of the Act, and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the board by any other article.
- 26.2 The Directors may from time to time and at any time by Power of Attorney appoint any Company, firm or persons or body of persons, whether nominated directly or indirectly by the Directors, to be attorney or attorneys of the Company for such purposes and with such power, authorities and discretion not exceeding those vested in or exercisable by the Directors under these Articles and for such period and subject to such conditions as they may think fit. Any such Powers of Attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorize any such attorney, to delegate all or any of the powers, authorities and discretion vested in him.
- 26.3 The Company may exercise the powers conferred by Section 42 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors.
- 26.4 The Company may exercise the powers conferred by Sections 124 to 127 (both inclusive) of the Act with regard to the keeping of a branch register in any part of the world and the Directors may (subject to the provisions of those sections) make and vary such regulations as they may think fit in respect of keeping any of such register.

27.0 BORROWING POWERS

- 27.1 The Directors may exercise all the powers of the Company to borrow. Lend and guarantee the repayment of money and to mortgage or charge or otherwise secure its undertaking, assets, property and uncalled capital or any part thereof and to issue debentures, debentures stock and securities whether outright or as security for any debt, liability or obligation of the company or of any third party.
- 27.2 The Directors may exercise all the powers of the Company to guarantee and become surety for the liabilities, the performance of contracts and the repayment of monies by any person, firm or company and to issue charges, mortgages, debentures or lien to secure performance by the company of any such guarantee or surety
- 27.3 All cheques, promissory notes, drafts, bills of exchange or other negotiable instruments and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be in such manner as the Directors shall from time to time by resolution determine.

28.0 SECRETARY:

- 28.1 The Secretary shall be appointed by the Directors for such term at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed (subject to the provisions of any agreement between him and the Company) shall be removed by them. The Directors may from time to time appoint and remove a temporary substitute for the Secretary who shall be deemed to be Secretary during the term of his appointment.
- 28.2 No person shall be appointed to hold office as Secretary who is:
- a) the Sole Director of the Company; or
 - b) A Corporation Sole Director of which is the sole Director of the Company;
 - c) The sole Director of a Corporation, which is the Sole Director of the Company.

29.0 MINUTES:

The Directors shall cause minutes to be made in books provided and kept for that purpose: -

- a) of all appointments of officers made by the Directors.
- b) of the names of the Directors present at each meeting of the Directors and of any Committee of Directors.
- c) of all resolutions and proceedings at all meetings of the Company, and of the Directors and of Committee of Directors., but it shall not be necessary for the Directors to sign their names in the minute's book.

- d) The minutes referred to in this article, shall be approved by the Board and shall be signed by the Chairman of the Board, and the Secretary. The minutes shall be in English language. And shall be kept and filed by the Secretary

30.0 THE SEAL:

- 30.1 The Directors shall provide for the safe custody of the seal, which shall be used by authority of the Directors or a committee of the Directors authorized by the Directors on that behalf and every instrument to which the seal shall be affixed shall be signed by a Director and shall be counter-signed by the Secretary or a second Director or some other person appointed by the Directors for the purposes
- 30.2 All forms of the certificate of shares, stock or debentures or representing any other form of security (other than letter of allotment, scrip certificates and other like documents), shall be issued under the Seal and bear the autographic signatures of one or more Directors and the Secretary

31.0 ROTATION OF BOARD OF DIRECTORS:

- 31.1 The Director to retire in every year shall be those who have been longest in office since their last election but as between persons who become Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 31.2 A retiring Director shall be eligible for re-election.
- 31.3 The Director retires at the meeting, and the Company may fill the vacated office by electing a person thereto, and in default the retiring Director shall if offering himself for re-election shall be deemed to have been re-elected unless a resolution for the re-election of such Directors shall have been put on to the meeting and lost.
- 31.4 The Company may from time to time by Ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased number is to go out of office.
- 31.5 The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these articles. Any Director so appointed shall hold office only until the next following Annual General Meeting and shall than be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at such meetings.

32.0 DIVIDENDS AND RESERVES:

- 32.1 The Company may, in General Meeting, declare dividends but no dividend shall exceed the amount recommended by the Board.
- 32.2 The Board may, from time to time, pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company. No dividend shall be paid otherwise than out of profits.
- 32.3 Subject to the rights of any persons entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividends are declared but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share. A dividend shall be apportioned and paid *pro rata* according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid but, if any share be issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.
- 32.4 The Board may deduct from any dividend payable on a share any sums of money presently payable, by the person to whom the dividend is payable, to the Company on account of calls or otherwise.
- 32.5 The Board may retain any dividend or other money payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
- 32.6 No dividend shall bear interest against the Company.
- 32.7 The Board may, before recommending any dividend, set aside out of the profits of the Company such sum as it thinks proper as a reserve which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, at its discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company or its holding company, if any) as the Board may from time to time think fit. The Board may also, without placing the same to reserve, carry forward any profits which it may think prudent not to divide.

33.0 CAPITALISATION OF PROFITS:

- 33.1 The Company in General Meeting may, upon the recommendation of the Board, resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or of any share premium account or of the profit and loss account or otherwise available for distribution and, accordingly, that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions, on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares, income

notes or debentures of the Company to be allotted and distributed, credited as fully paid up, to and amongst such Members in the proportions aforesaid or partly in the one way and partly in the other and the Board shall give effect to such resolution; Provided that amounts standing to the credit of a share premium account or a capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares.

33.2 Whenever such a resolution as aforesaid shall have been passed the Board shall make all such appropriations and applications of the undivided profits, allotments and issues of fully paid shares, income notes or debentures as may be required thereby and shall do all acts and things required to give effect thereto, with full power to the Board to acquire fractions or to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any shares, income notes or debentures to which they may be entitled upon such capitalization or, as the case may require, for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members.

34.0 ACCOUNTS:

34.1 The Board shall cause proper books of account to be kept with respect to:

- a) all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place;
- b) all sales and purchases of goods by the Company; and
- c) the assets and liabilities of the Company.

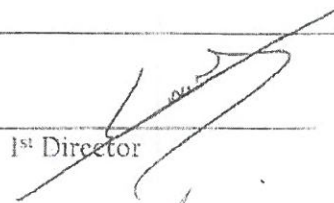


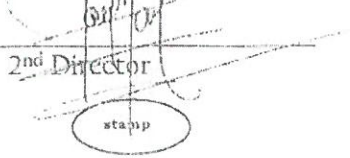
34.2 The books of account shall be kept at the registered office of the Company or at such other place or places in Tanzania as the Board deems fit and shall always be open to the inspection of the Directors.

34.3 The Board may, from time to time, determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member, not being a Director, shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorized by the Directors or by the Company in General Meeting.

34.4 The Directors shall from time to time, in accordance with sections 151 to 154 inclusive, 155, and 158 of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets and reports as are referred to in those sections.

- 34.5 copy of every balance sheet, including every document required by law to be annexed thereto, which is to be laid before the Company in General Meeting, together with a copy of the Auditor's report, shall, not less than twenty-one days before the date of the Meeting, be sent to every Member of and every holder of income notes or debentures of the Company.
- 35.0 AUDIT:
Auditors shall be appointed and their duties regulated in accordance with sections 170, and 174-179 of the Act.
- 36.0 NOTICES:
Any notice or other document may be served by the Company on any Member or Director either personally or by sending it through the post, by email, a prepaid letter, telex or fax addressed to such Member or Director at his registered address as appearing in the Register of Members or the Company's other records, whether such address shall be within or outside Tanzania, or by telegram, telex or fax addressed as aforesaid. In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the Register of Members and notice so given shall be sufficient notice to all the joint holders.
- 37.0 WINDING UP:
If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, divide amongst the Members, *in specie* or in 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 division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members 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 whereupon there is any liability.
- 38.0 INDEMNITY:
Subject to the provisions of the Act, every Director, Managing Director, Agent, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, relating to anything done or not done by him on behalf of the Company in which judgement is given in his favour or in which he is acquitted or in which relief is granted to him by the Court and he shall not 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 office or in relation thereto. This Article shall however only have effect in so far as its provisions are not avoided by section 214 of the Act.

WE, the several persons whose names, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAME OF A SUBSCRIBER	ADDRESSES AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES	SIGNATURE
<p>The Cape Hope Limited</p> <div style="border: 1px solid black; padding: 2px; width: fit-content;"> <p>THE CAPE HOPE LTD SUITE 403, 4TH FLOOR, ST JAMES COURT, ST DENIS STREET, PORT LOUIS, MAURITIUS COMPANY NO. 121834 C1/G8L TAX NO. 272826M ISC LICENCE NO. C134012887 CODE FS-4.1</p> </div>	<p>Suite 403, 4th Floor, the Catalyst Building, Plot 40 Silicon Avenue Ebene, Republic of Mauritius</p>	<p>4500</p>	<p>1st Director </p> <p>2nd Director </p> <p>stamp</p>
<p>Project Management Investment</p> <div style="border: 1px solid black; padding: 2px; width: fit-content;"> <p>PROJECT MANAGEMENT INVESTMENT SUITE 403, 4TH FLOOR, ST JAMES COURT, ST DENIS STREET, PORT LOUIS, MAURITIUS COMPANY NO. 124686 C2/G8L ISC LICENCE NO. C234021603 CODE FS 4.1</p> </div>	<p>Suite 403, 4th Floor, the Catalyst Building, Plot 40 Silicon Avenue Ebene, Republic of Mauritius</p>	<p>500</p>	<p>1st Director </p> <p>2nd Director </p> <p>stamp</p>

Dated at DAR ES SALAAM this 29th day of JANUARY, 2021

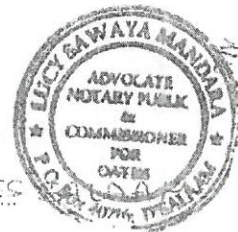
WITNESS to the above signatures: -

Name: LUCY SAWAYA-MANDARA


Signature: 

Postal Address: PO BOX 40716, DAR ES SALAAM

Qualification: COMMISSIONER FOR OATHS



Certified True Copy of Original Document Sighted by Me

 21/01/2021

Adv. Lucy Sawaya-Mandara
Commissioner for Oaths.
P.O. Box 11133
Dar-es-Salaam