

THE COMPANIES ACT NO. 12 OF 2002

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

CALGARTH INVESTMENT LIMITED

DRAWN BY:

Edgar Masha, Advocate
Quetzal Incorporation Ltd,
Plot no 136 B, Tunisia Road,
Kinondoni,
PO Box 8894,
Dar es Salaam,
Tanzania.

THE COMPANIES ACT NO. 12 of 2002

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

CALGARTH INVESTMENT LIMITED

1. The name of the Company is **CALGARTH INVESTMENT LIMITED**.
2. The registered office of the Company will be situated in the United Republic of Tanzania.
3. The objects for which a company is established are:-
 - 3.1. To carry on the business of importing, blending, storing and handling, transporting, supplying, marketing and selling and performing chemical analysis on base oils, additives, lubricants, packaging material and speciality products, which shall include but are not limited to greases, bitumen, car care products, food oils within Tanzania or for exportation.
 - 3.2. To generally carry on the business of carriers and transporters and distribution, of petroleum products of all descriptions, liquefied petroleum gas, lubricants, specialty products and general goods and items within Tanzania and for exportation for the Company and other third parties and to sub-contract third parties to perform such operations and activities as necessary for the purpose of realising the objects of the Company.
 - 3.3. To carry on business of proprietors of retail outlets for lubricants and speciality products and to buy and sell lubricants and speciality products and carry on all business which is usually or conveniently carried on by such proprietors including but not limited to the appointment, control and management of operators for such outlets.
 - 3.4. To carry on the business of providing any and all business, management and administration support services to the Company and third parties within Tanzania which may seem to the company capable of being conveniently carried on in connection with its business or calculated directly or indirectly to enhance the value of or render profitable any of the Company's rights or property.
 - 3.5. To carry on the business of the Company for purposes of carrying on and fulfilling the objects of the Company by performing all the objects of the Company herein contained or any other objects that the Directors may deem necessary to be beneficial to the Company whether incidental or not to the objectives of this Company or to the objectives of any subsidiary of the Company or any other interested third party of the Company or objectives whatsoever.
 - 3.6. To carry on any other business or activity which may seem to the Company capable of being conveniently carried on or calculated directly or indirectly to enhance the value of or render profitable any of the property, the Company or rights of the Company.
 - 3.7. To purchase, take on lease or otherwise acquire any land, concessions, buildings, offices, houses, works, stores, laboratories and to erect or construct buildings, offices, works, stores, laboratories or structures of every description on any land of the Company, or upon any other lands, or property and to pull down, rebuild, enlarge, alter and improve existing property, buildings or works thereon, to convert and appropriate any such land and generally to deal with and improve the property of the Company as the Company may from time to time deem fit and as necessary for the purpose of realising the objects of the Company.
 - 3.8. To found, develop, manage, extend, establish and acquire and take over any business, property, liability, industrial or commercial enterprises, in whole or in part or enter into partnership or into arrangement for sharing profits, union of interest, reciprocal concessions or

co-operation with any person partnership or Company in Tanzania for the purpose of realising the objects of the Company.

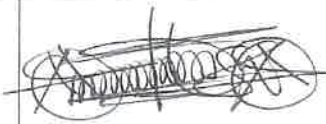

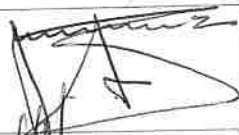

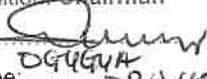

- 3.9. To sell or otherwise lease, let, mortgage or dispose of the lands, land concessions, buildings, offices, houses, works, stores, laboratory houses, buildings and any other property and assets of the Company for such consideration as the Company may deem fit and as the Company may from time to time deem necessary for the purpose of realising the objects of the Company
- 3.10. To enter into partnership or any arrangement for sharing profits, union of interest, joint venture, reciprocal concessions or co-operation with persons or companies carrying on or engaged in the main business or support services of or for the Company.
- 3.11. To purchase, take on lease or otherwise acquire any machinery, plant, vehicles of every description, tools and equipment, immovable or movable property, or rights of way, privileges or licenses whatsoever necessary for the purpose of or in connection with the objects of the Company.
- 3.12. To apply for, register, purchase, or by any other means acquire and protect, prolong and renew, whether in the United Republic of Tanzania or elsewhere any patents, patent rights, licences, secret processes, trademarks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to spend money in experimenting upon, testing and improving any copyrights, licences, patents, inventions or rights which the Company may acquire or propose to acquire.
- 3.13. To acquire any such shares, stocks, debenture stock, scripts, bonds, notes, securities, obligations, funds or loans by original subscription, tender, purchase, participation in syndicates, exchange or otherwise, and to guarantee subscription thereof, and to exercise and enforce all rights and powers conferred by or incidental to ownership thereof and to vary and transpose from time to time as may be considered expedient by the Company.
- 3.14. To pay for any property or assets acquired by the Company either in cash or fully or partly paid shares or by the issue of securities or obligations, or partly in one mode and partly in another and generally on such terms as may be determined and deemed necessary by the Directors.
- 3.15. To raise and borrow money by the issue of shares, stock, debentures, debenture stock, bonds, obligations, deposit notices and loans of every description, with or without security, and otherwise howsoever for any purpose and object of the Company and to underwrite any such issue and to guarantee the performance of the contracts of obligation and the payment of the capital or principal amount or any dividends, interest or premium thereof and to give all kinds of indemnity thereto
- 3.16. To lend and advance money or credit to any person or Company, to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or Company, to secure or undertake in any way the repayment of money lent or advanced to or the liabilities incurred by any person or Company.
- 3.17. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any such sums less than the nominal amount of such security and also by way of security for the performance of any contract or obligation of the Company or any other third party having dealings with the Company or in whose business or undertakings the Company is interested in.
- 3.18. To draw, make, accept, discount, execute and issue cheques, electronic transfers, bills of exchange, promissory notes, warrants, bills of lading, debentures and such other negotiable or transferable instruments or securities.
- 3.19. To make advances upon, hold in trust, issue on commission, sell or dispose of any of the investment of the Company. To mortgage or charge all or any part of the property and rights of the Company including its unissued capital and to vary the investment of the Company.
- 3.20. To lend or advance money to any person or persons or corporation either at interest or without, upon the security of freehold or leasehold property by way of mortgage, or upon marketable

security and in particular to advance money to shareholders in the Company, and others, upon the security of or for the purpose of enabling the person borrowing the same to erect, or purchase, or enlarge or repair any house or building, or to purchase, the fee simple or any less estate or interest in, or to take a demise for any term or terms of years of any freehold or leasehold property in the United Republic of Tanzania, upon such terms and conditions as the Company may think fit.

- 3.21. To open bank accounts and to operate the same in the ordinary course of business.
 - 3.22. To receive money on deposit with or without interest thereon.
 - 3.23. To apply for, promote and obtain any act of Parliament, charter, privilege, concession, licence or authorisation of any government, state or municipality, provision order or licence of any authority for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company.
 - 3.24. To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise or any person or Company that may seem conducive to the objects of the Company or any of them and to obtain from any such government authority, person or Company any rights, privileges, charters, contracts, licences and concessions which the Company may think fit or desirable to obtain and to carry out, exercise and comply therewith.
 - 3.25. To pay out of the funds of the Company all expenses which the Company may lawfully with respect to the formation and registration of the Company or issue of its capital including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures of other securities of the Company.
 - 3.26. To pay for any rights or property acquired by the Company and to remunerate any person or Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
 - 3.27. To do all such other things and acts as are incidental or conducive to the attainment of the above objects or do any other things that the directors may deem necessary and beneficial to the Company.
 - 3.28. It is hereby declared that the word "company" except where used in reference to the Company shall be deemed to include any partnership or other body of persons whether incorporated or not and whether existing or not or herein after to be formed.
 - 3.29. It is furthermore expressly declared that the intention of the objects herein set forth in each of the forgoing paragraphs shall be construed in the most liberal way and shall in no way be limited or restricted by reference to any other paragraph or by any inference drawn from the terms of any other paragraph.
4. The liability of the Company and Members is limited.
 5. The authorized share capital of the Company at the date of registration shall be Tsh **50,000,000 (Tanzanian Shillings fifty million) divided into 100,000 (One hundred thousand) ordinary shares of Tanzania Shillings five hundred (Tsh500)** each with shareholding as per below table.

The Company shall have the power to consolidate the capital of the Company into shares of larger amounts or to sub-divide the same or any part thereof in to shares of a lesser amount, to issue any shares either at par, at a premium or at a discount of so allowed by law, or to divide the same into different classes of shares with guaranteed, preferential or other special rights, privileges or advantages over those shares previously issued or to be thereafter issued or with different or qualified rights or subject to such restrictions or limitations as may be prescribed by the Company's Articles of Association

or determined by resolution but so that the special rights or privileges belonging to the Holders of any shares that may be issued with preferred rights or any special rights shall not be varied, abrogated or affected except by such sanction as is provided by the Articles of Association of the Company.

Names and Postal Addresses of Subscribers	Number of Shares taken by each Subscriber	Signature of Subscribers
Name: Nwabueze Nnadozie Mbanaso Address: Plot No. ... Block House no 4 PO Box Ikenja Street Lagos, Nigeria.	15,000	
Name: Chigozie Azibuike Nwachukwu Address: Plot No. ... Block House no 13 PO Box Ikenja Street Lagos, Nigeria.	15,000	
Name: Chimezie Ezima Address: Plot No. ... Block House no 56 PO Box Allen Avenue Lagos, Nigeria.	10,000	
Name: Oguqua Uchenna Obidike Address: Plot No. ... Block House no 14 PO Box Ikenja Street Lagos, Nigeria.	9,000	
Name: Harvest Group of Companies Limited Mwadena Villas 4, 36B Twin Palm Road, Kabulonga, Lusaka, Zambia	51,000	<p>UGOCHUKWU Name: UKORO...NGADI Position: Chairman</p> <p> Name: OGUQUA OBIDIKE Position: Chief Executive Officer</p> <p></p>
TOTAL	100,000	



Dated at Dar es Salaam on this

Witness to the above signatures:

Signature: 

Name: MILAO NKULUKUSA

Address: PLOT 22909, PHI, CHAIWAMA, LUSAKA.

Qualification: Advocate / Notary Public / Commissioner for Oaths



MILAO NKULUKUSA
Advocate


Commissioner for Oaths

THE COMPANIES ACT NO. 12 of 2002

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

CALGARTH INVESTMENT LIMITED

1. The regulations contained in Table A in the first schedule to the Act shall not apply to the Articles of this Company save as the same are hereby repeated or contained. *Table A*

2. In these presents, if not inconsistent with the subject or the context, the words shall bear the meanings as follows:

"Accounting Principles" means the International Financial Reporting Standards in force from time to time; *Interpretation*

"Act" means the Companies Act, Act No.12 of 2002;

"Affiliates" means in relation to any person, any other person which controls, is controlled by or is under common control with the first person;

"Arm's Length Market Terms" means the terms, including price, an unrelated, knowledgeable and non-desperate third party would pay, as determined, where applicable, from public reference market data, including the terms of actual third party purchases or sales concluded at or near the time and for the same location, quotes of third parties, or market quotations, together with an explanation for any premium or discount from such market price paid by an unrelated third party;

"Articles" means the articles of association of the Company;

"Auditors" means Auditors of the Company;

"Board of Directors" or **"Directors"** means the board of directors of the Company;

"Claims" means all amounts of any nature whatsoever owing by the Company to the shareholders of the Company from time to time, and includes any interest accrued thereon;

"Company" means **CALGARTH INVESTMENT LIMITED**;

"Control" means the ability, by virtue of ownership, rights of appointment, voting rights, management agreement, or other agreement of any kind, to control or direct, directly or indirectly, the appointment of the majority of the board or the majority of any other executive body or to control or direct, directly or indirectly, any decision making process or the management of any company or entity or appointee, and **"Controlled"** shall have a corresponding meaning;

"Clear Days" in relation to the period of the notice means that period excluding the day when the notice is given or on which it is to take effect;

"director" means a director of the Company;

"Disposal" means, in the context of a disposal of a share in the Company (i) the transfer of all or any rights making up such share to any other person for his benefit and/or for the benefit of others, whether such transfer is effected pursuant to a sale, exchange, donation, distribution in specie or otherwise; or (ii) any other transaction or event whereby such share becomes beneficially owned by someone other than the person who was the beneficial holder thereof immediately prior to such transaction or event taking place; or (iii) granting, creating or allowing the

Encumbrance of such share, and "**Dispose**" means to bring about a Disposal within the meaning of this definition;

"**EBITDA**" means the Company's yearly earnings before interest, tax, depreciation and amortization as calculated in accordance with the Company's most recent audited financial statements;

"**Equity**" means the shares and Claims of a shareholder of the Company;

"**Encumbrance**" means any right of first refusal, purchase right, option or any other restriction of any kind on ownership, transfer, use, possession, receipt of income from or any other exercise of any attribute of ownership, including any mortgage, pledge, lien or other security interest, and "**Encumber**" means to bring about an Encumbrance within the meaning of this definition;

"**Holder**" in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

"**Free Cashflow**" means in relation to the relevant year, the EBITDA as per the aggregated audited financial statements of the Company, after deducting operating and non-operating costs;

minus: all taxes paid and provisioned to be paid

minus: all interest paid and accrued on account of the Company

minus: extraordinary and/or abnormal income included (if any)

minus: all other expenses, taxes and interests not included in the EBITDA of the Company

plus working capital changes if negative;

"**Minority Shareholder**" means any shareholder of the Company with less than 50% (twenty five percent) of the total number of issued shares of the Company;

"**Member(s)**" or "**Shareholder**" means a shareholder of the Company;

"**Representatives**" means, with respect to a particular person, any director, officer, employee, agent, consultant, legal counsel, accountant or adviser of that person;

"**Seal**" means the common seal of the Company;

"**Secretary**" means the secretary of the Company or any person appointed to perform the duties of the secretary of the Company;

"**Substitute Shareholder**" means a transferee of Equity;

"**Transferor**" means the Minority Shareholder transferring his/her Equity in accordance with the provisions of these Articles;

Expressions referred to in writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

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

3. The Company is a private company and accordingly:-

- (a) The right to transfer shares is restricted in manner as hereinafter prescribed.
- (b) the number of Members of the Company (exclusive of persons who are in the employment of the Company) is limited to fifty, **PROVIDED THAT**, where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this Article, be treated as a single Member;

Private Company

- (c) any invitation to the public to subscribe for any shares or debentures of the Company is prohibited;
- (d) the Company shall not have power to issue share warrants to bearer.

SHARE CAPITAL

- 4. The authorized share capital of the Company at the date of registration shall be Tsh 50,000,000 (Tanzanian Shillings fifty million) divided into 100,000 (One hundred thousand) ordinary shares of Tanzania Shillings five hundred (Tsh500) each with shareholding as per below table. *Share Capital*

LOANS BY THE COMPANY

- 5. No part of the funds of the Company shall be employed in the purchase of or in loans upon the security of the Company's shares. The Company shall not, except as authorized by the Act, give any financial assistance for the purpose of or in connection with any purchase of share in the Company. *Company's own shares not to be purchased*

RIGHTS OF SHAREHOLDERS

- 6. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares already issued (which special rights shall not be modified or abrogated except with such consent or sanction as is provided by the next following Article) any share in the Company (whether forming part of the original capital or not) may be issued with such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine, and subject to the provisions of the Act and the Articles, the Company may issue Preference Shares which are, or which at the option of the Company are to be, liable to be redeemed. *Issue of shares subject to special conditions*

MODIFICATION OF RIGHTS

- 7. Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Act and the Articles shall be modified or abrogated with the consent in writing of the shareholder which alone holds more than 50% of the total number of the issued shares of the Company and may be so modified or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. *How rights of shares may be modified*

SHARES

- 8. Subject to Articles 29 to 43, unissued shares shall be at disposal of the Directors, and they may allot, grant option over, or otherwise dispose of them to such persons, at such times, and on such terms as they think proper, but so that no shares shall be issued at a discount, except in accordance with the Act and the Articles. *Unissued shares at the disposal of Directors*
- 9. In addition to all other powers of paying commissions, the Company (or the Directors on behalf of the Company) may exercise the powers of paying commissions conferred by the Act, provided that the rate per cent, or the amount of the commission paid or agreed to be paid, shall be disclosed in the manner required by the Act and the rate of the commission shall not exceed the rate of Ten

per cent (10%) of the price at which the shares in respect of which the commission is paid are issued or an amount equivalent thereto. The Company (or the Directors on behalf of the Company) may also on any issue of shares pay such brokerage as may be lawful.

Power to pay commission and brokerage

10. Except as 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 be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interests in respect of any share an absolute right to the entirety thereof in the registered holder.

Trustee shares

CERTIFICATES

11. Every Member, upon becoming the holder of any shares, shall be entitled without payment to receive within two months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first such reasonable sum as the Directors may determine. Every certificate shall be sealed with the Seal and shall specify the number, class, and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid thereon. In respect of shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one joint holder shall be sufficient delivery to all joint holders.

Issue of Certificates

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

Renewal of Certificates

LIEN

13. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share; and the Company shall also have a first and paramount lien and charge on all shares (including fully paid shares) standing registered in the name of each Member (whether solely or jointly with others) for all the debts and liabilities of such Member or his estate to the Company and that whether the same shall have been incurred before or after notice to the Company of any equitable or other interest in any person other than such Member, and whether the period for the payment or discharge or 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 of the Company or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon but the Directors may at any time declare any share to be exempt wholly or partially from the provisions of this Article.

Company's Lien

14. The Company may sell, in such manner as the Directors think fit, any share on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable, and giving notice of intention to sell in default, shall have been given to the holder for the time being of the share or the person entitled by reason of his death or bankruptcy to the shares.

For giving effect to any such sale, the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered

as the holder of the shares comprised in such transfer, and he 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.

*Sale of Shares
subject to Lien*

15. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale.

*Application of
Proceeds of such
sale*

CALLS ON SHARES

16. The Directors may from time to time make calls upon the Members in respect of any moneys (whether on account of the amount of the shares or by way of premium) unpaid on their shares, and each Member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.

Calls

17. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed. If agreed by the Directors, a call may be made payable by instalments.

Time when made

18. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

*Liability of Joint
Holders*

19. If a sum called 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 not exceeding the current interbank commercial lending rate, as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part.

Interest on Calls

20. Any sum which by the terms of issue of a share becomes payable upon allotment or at any fixed date, whether on account of the amount of the shares or by way of premium, shall for all the purposes of these presents be deemed to be a call duly made and payable on 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 presents 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 and notified.

*Sums due on
allotment to be
treated as calls*

21. The Directors may from time to time make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the times of payment.

Power to differentiate

22. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys unpaid upon the shares held by him beyond the sums actually called up thereon as a payment in advance of calls and such payment in advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is advanced, and upon the moneys so received, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which it has been received the Company may pay interest at such rate as the Member paying such sum and the Directors agree upon.

*Payment of Calls in
advance*

TRANSFER OF SHARES

23. Subject to the restrictions of these presents in Articles 29 to 43, all transfers of shares may be effected by transfer in writing in the usual common form or in any other form in writing under hand approved by the Directors. *Form of transfer*
24. The instrument of transfer of a share shall be in writing and shall be signed 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, provided that the Directors may dispense with the execution of the instrument of transfer by the transferee in any case in which they think fit in their discretion so to do. *Execution*
25. The Directors may, in their absolute discretion and without specifying any ground, refuse to register a transfer of any share to any person who, in their opinion, is undesirable in the interests of the Company to admit to membership. No transfer shall be registered if by any reason thereof the number of members would exceed the limit hereinbefore prescribed. *Director's refusal to register and closing register*
26. The Directors may refuse to register any transfer of a share where the Company has a lien on the share.
27. If the Directors refuse to register a transfer, they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal as prescribed in Articles 155, 156 and 157.
28. All instruments of transfers which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall on demand be returned to the person depositing it with the Company. *Registration and retention*
- The Directors may decline to recognize any instrument of transfer unless:-
- (a) Such fee, as the Directors may from time to time require, is paid to the Company in respect thereof; and
 - (b) The instrument of transfer is deposited at the Office or such other place as the Directors may appoint, accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

LIMITATION ON DISPOSALS

29. Commencing on the date of the incorporation of the Company and prior to the winding up of the Company, the Minority Shareholder of the Company may not, individually or collectively, without the consent of Majority Shareholder: *Limitation on disposals*
- (a) Dispose of or enter into any agreement to Dispose of their Equity or any of the rights attached to their Equity;
 - (b) Encumber all or any of their Equity;
 - (c) Grant any pre-emptive or similar rights in respect of their Equity;
 - (d) Enter into any agreement in respect of the votes attached to their Equity or any of the other rights attached to their Equity;
 - (e) Enter into any derivative, monetisation or similar transaction in respect of or relating to their Equity; and
 - (f) Agree, whether or not subject to any suspensive or resolutive condition, to do any of the foregoing.

VOLUNTARY DISPOSAL OF EQUITY AND RIGHTS OF PRE-EMPTION

30. Save for any Disposal in accordance with the other provisions of these Articles, a Minority Shareholder of the Company who wishes to Dispose of all or part of its Equity shall not be entitled to do so unless such sale is permitted in terms of the following provisions of these Articles 30 to 34 and any other applicable provision of these Articles.
31. Any Minority Shareholder of the Company who wishes to sell all or part of its Equity shall give notice ("**Transfer Notice**") to the Board of Directors of the Company that it wishes to transfer such Equity. The Transfer Notice shall specify the Equity which the Transferor proposes to sell.
32. The Transfer Notice shall not be revocable except with the written consent of Majority Shareholder and shall automatically constitute Majority Shareholder (or such persons as Majority Shareholder may direct) as the agent of the Transferor for the sale and transfer of the Equity at nominal value.
33. If, within a period of 60 (sixty) Clear Days after receipt of the Transfer Notice or such longer period as may be agreed to by the Board of Directors of the Company, the Board of Directors sells the Equity which is the subject matter of the Transfer Notice, the Transferor shall be obliged, on payment to it the nominal value of the Equity, to transfer such Equity only to Majority Shareholder (or such persons as Majority Shareholder may direct).
34. If the Transferor fails to transfer such Equity in terms of these Articles 30 to 34, the Board of Directors of the Company shall in its name transfer the Equity to Majority Shareholder (or such persons as Majority Shareholder may direct) and may give a good receipt to the purchaser for the purchase price and issue to the purchaser, where appropriate, certificates for the Equity in question and in such event the Board of Directors shall hold the purchase price, free of interest, until such time as the Transferor shall have delivered up its share certificates and any other documents evidencing the Equity in question, when such purchase price shall be paid in full. For purposes of Articles 30 to 34 the Substitute Shareholders irrevocably appoint any one of the directors of the Company as their attorney and agent to sign all documents and to do all such things that may be necessary to register the transfer of such Equity on their behalf.

Voluntary disposal of equity and rights of pre-emption

SUBSTITUTE SHAREHOLDERS

35. If a Minority Shareholder transfers his/her Equity to a Substitute Shareholder as contemplated in Article 34:
 - (a) The Substitute Shareholder shall undertake in writing that: (a) in case of the Substitute Shareholder being a corporate or trust or any similar structure, in the event that beneficial ownership or Control of the Substitute Shareholder changes, or (b) in case of the Substitute Shareholder being an individual, in the event of his/her death or actual/potential legal incapacity including any physical or mental disability (at the sole opinion of Majority Shareholder) after the transfer of the Minority Shareholder's Equity to the Substitute Shareholder so the Substitute Shareholder no longer beneficially own or Control the Substitute Shareholder, the Substitute Shareholder will forthwith transfer all such Equity back to Majority Shareholder (or such persons as Majority Shareholder may direct); and
 - (b) The Substitute Shareholder shall first in writing irrevocably appoint Majority Shareholder (or such persons as Majority Shareholder may direct) as its proxy to attend and vote at all meetings of shareholders of the Company.

Substitute shareholders

DEEMED OFFER

36. A Minority Shareholder of the Company ("**Deemed Disposer**") shall be deemed to have offered its Equity for sale to Majority Shareholder (or such persons as Majority Shareholder may direct) ("**Deemed Offer**") upon the happening of any of the following events ("**Offer Event**"): *Deemed offer*
- (a) In the case of a corporate shareholder:
- (i) such shareholder is, or might potentially be or threatens to be (at the sole opinion of Majority Shareholder), wound up, liquidated, whether provisionally or finally, or commences business rescue proceeding, or commits an act which would constitute an act of insolvency as defined in applicable laws or regulations, or compromises with its creditors generally, or attempts to do so;
 - (ii) and his or her estate/asset(s) is sequestered, or is threatened to be, whether provisionally or finally, or if it surrenders, or threatens to surrender, its estate/asset(s) or it has an administration order made against it; or
 - (iii) in case of any actual or threatened (at the sole opinion of Majority Shareholder) form of Disposal or transfer of shares or Equity whether voluntary or not and whether foreseen in this Articles or not.
- (b) In the case of an individual shareholder:
- (i) it commits an act which constitutes, or might potentially constitute (at the sole opinion of Majority Shareholder), an act of insolvency as defined in the applicable laws or regulations, or compromises with its creditors generally, or attempts to do so; or
 - (ii) that Individual Shareholder's estate/asset(s) is, or is threatened to be, sequestered, whether provisionally or finally, or it surrenders, or threatens to surrender, its estate/asset(s) or it has an administration order made against it;
 - (iii) dies or in case of actual/potential legal incapacity including any physical or mental disability (at the sole discretion of Majority Shareholder and if required by it, as certified in writing by a practitioner registered with the competent Tanzanian authorities); or
 - (iv) in case of any actual or threatened (at the sole opinion of Majority Shareholder) form of Disposal or transfer of shares or Equity whether voluntary or not and whether foreseen in this Articles or not.
- (c) In the case of a Substitute Shareholder:
- (i) any of the events described in Article 36(a) takes place;
 - (ii) if it fails to re-transfer its Equity when required to do so pursuant to the undertaking contemplated in Article 35 as may be applicable; or
 - (iii) in case of any actual or threatened (at the sole opinion of Majority Shareholder) form of Disposal or transfer of shares or Equity whether voluntary or not and whether foreseen in this Articles or not.
37. The Deemed Offer will be deemed to have been made by the Deemed Disposer on the business day preceding the happening of the relevant Offer Event to Majority Shareholder (or such persons as Majority Shareholder may direct), upon *mutatis mutandis* the same terms and conditions as are contained in Articles 30 to 34.
38. The purchase consideration payable in respect of the Equity will be paid in cash within 30 (thirty) business days of the acceptance of the Deemed Offer by Majority Shareholder (or such persons as Majority Shareholder may direct), and against

registration of transfer of the shares in the securities register of the Company and the cession of the Claims to Majority Shareholder (or such persons as Majority Shareholder may direct). Deemed Disposer hereby appoints Majority Shareholder as their attorney and agent to do all such things as may be necessary to comply with and implement the provisions of this article.

39. In addition to the foregoing provisions, for so long as an Offer Event continues:
- (a) All rights of the Deemed Disposer under these Articles are suspended; and
 - (b) The voting rights attaching to the shares of the Deemed Disposer are exercisable on its behalf by Majority Shareholder (or such persons as Majority Shareholder may direct) with full power of attorney. The Deemed Disposer hereby ratifies all voting rights and any other action taken in respect of the Equity by Majority Shareholder (or such persons as Majority Shareholder may direct) and waive any rights including but not limited to any objection rights in this regard.

DRAG ALONG RIGHTS

40. If Majority Shareholder receives an offer by a third party to purchase the Equity of all the shareholders of the Company ("**Drag Along Offer**") and Majority Shareholder wishes to accept the Drag Along Offer, the remaining Minority Shareholders shall, if Majority Shareholder requires the Minority Shareholders to do so, be obliged to and shall be deemed to have accepted the Drag Along Offer in respect of their Equity. The Minority Shareholders irrevocably and in *rem suam* appoint Majority Shareholder as their attorney and agent to do all such things as may be necessary to comply with and implement the provisions of this Article 40.

Drag along rights

REGULATORY APPROVALS

41. In the event that the lawful implementation of the sale of any Equity ("**Affected Equity**") in terms of these Articles by any shareholder of the Company requires the approval of any relevant authority in terms of applicable laws and regulations (as amended or replaced) (such approvals being referred to herein as "**Regulatory Approvals**"), then notwithstanding anything to the contrary contained or implied herein:
- (a) the sale in respect of the Affected Equity, shall be subject in their entirety to the fulfilment of the suspensive condition that the requisite Regulatory Approvals are obtained, either unconditionally, or on terms and conditions acceptable to Majority Shareholder, which suspensive condition must be fulfilled within such period as may be decided by Majority Shareholder; and
 - (b) the relevant time periods recorded in these Articles for the implementation of the sale in respect of the Affected Equity shall be extended by such period as may be decided by Majority Shareholder in order to accommodate the preparation and lodging of the requisite applications and documents for the Regulatory Approvals and the consideration thereof and the adjudication thereon by the applicable authorities and other persons.

Regulatory approvals

CONFLICT BETWEEN VOLUNTARY SALES AND DEEMED OFFERS

42. If, after a Transfer Notice has been given by a Transferor in terms of Article 31 and before the sale of any Equity referred to in such Transfer Notice takes place or is implemented in terms of Articles 30 to 34 an event occurs which results in such Equity being made available for purchase by Majority Shareholder or by the Company in terms of any provisions of the these Articles, which in effect compels such Transferor to so make its Equity available for purchase (the "**Deemed Offer Provisions**"), then at the election of Majority Shareholder, the sale process or the sales, as the case may be, under Articles 30 to 34, in relation to such Equity, shall

Conflict between voluntary sales and deemed offers

be deemed to have been abandoned or cancelled and instead such Deemed Offer Provisions shall apply.

43. For so long as the Equity of a shareholder of the Company is available for purchase in terms of the Deemed Offer Provisions referred to in Article 36, such Equity shall not be offered for sale in terms of Articles 30 to 34.

FORFEITURE OF SHARES

44. If a Member fails to pay the whole or any part of any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and all expenses which may have been incurred by the Company by reason of such non-payment. *Notice requiring payment of calls*
45. The notice shall name a further day (not being less than seven days from the date of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made will be liable to be forfeited. *Notice to state time and place for payment*
46. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before forfeiture. *Notice after forfeiture*
47. When any share has been forfeited in accordance with these presents, notice of the forfeiture shall forthwith be given to the holder of the share, or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given and of the forfeiture with the date thereof shall forthwith be made in the Register of Members opposite to the entry of the shares; but no forfeiture shall be in any manner invalidated by any accidental omission or neglect to give such notice or to make such entry as aforesaid. *Forfeiture on compliance with notice*
48. A forfeited share shall become the property of the Company and may be sold, re-allotted or otherwise disposed of, either to the person who was, before forfeiture, the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and at any time before a sale, re-allotment or disposition, the forfeiture may be cancelled on such terms as the Directors think fit. The Directors may if necessary, authorize some person to transfer a forfeited share to any such other person as aforesaid. *Sale of forfeited shares*
49. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all moneys which, at the date of the forfeiture, were payable by him to the Company in respect of the shares, with interest thereon as shall be determined by the Directors from the date of forfeiture until payment, but the Directors may waive payment of such interest either wholly or in part and the Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture. *Rights and liabilities of members whose shares have been forfeited*
50. A statutory declaration in writing that the declarant is a director or the Secretary of the Company, and that a share has been duly forfeited on the date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the certificate of proprietorship of the share under Seal delivered to a purchaser or allottee thereof shall (subject to the *Title to forfeited shares*

execution of a transfer if the same be required) constitute a good title to the share, and the person to whom the share is sold, re allotted or disposed of, shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

INCREASE OF CAPITAL

51. The Company may from time to time by ordinary resolution increase its share capital by such sum to be divided into shares of such amount as the resolution shall prescribe. *Power to increase capital*
52. The Company may by ordinary resolution direct that the new shares, or any of them shall be offered in the first instance, either at par or at a premium, to the then Members or to the holders of any class of shares for the time being, in proportion to the number of shares or shares of the class or group held by them respectively, or make any other provisions as to the issue of the new shares. *Allotment of new shares*
53. All new shares shall be subject to the provisions of these presents with reference to payment of calls, lien, transfer, transmission, forfeiture and otherwise and, unless otherwise provided in accordance with the powers contained in these presents, shall be Ordinary shares. *Rights and liabilities attached to new shares*

ALTERATIONS OF CAPITAL

54. The Company may by ordinary resolution: -
- (a) Consolidate and divide all or any of its share capital into shares of larger amounts than its existing shares. *Power to consolidate shares*
- (b) Cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken by any person, and diminish the amount of its capital by the amount of the shares so cancelled. *Power to cancel shares*
- (c) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Act), and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares. *Power to subdivide shares*
- And may by special resolution: -
- (d) Reduce its capital or any capital redemption reserve fund or any share premium account in any manner authorized by the Act. *Power to reduce capital*

STOCK

55. The Company may by ordinary resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination. *Conversion into stock*
56. The holders of stock may transfer the same, or any part thereof in the same manner, and subject to the same regulations as and subject to which the shares from which the stock arose might previous to conversion have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose. *Rights of shareholders to transfer stock*
57. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privileges or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage. *Other rights and privileges of stockholders*
58. Such of the regulations of the Company as are applicable, to paid-up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder". *Application of certain regulations to stock and stockholders*

RESOLUTIONS

59. No resolution of the Company shall be passed without the consent of the shareholder which alone holds more than 50% of the total number of issued shares of the Company. *Resolutions*

GENERAL MEETINGS

60. A General Meeting shall be held as the Annual General Meeting once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. The General Meetings referred to in this Article shall be called "Annual General Meetings". All General Meetings other than Annual General Meetings shall be called "Extraordinary Meetings". *Annual General Meetings*
61. The Directors may call an Extraordinary Meeting whenever they think fit and shall, on requisition in accordance with the Act, proceed to convene an Extraordinary Meeting as required by the Act. In the case of Extraordinary General Meeting called in pursuance of a requisition, unless such meeting shall have been called by the Directors, no business other than that stated in the requisition as the objects of the meeting shall be transacted. *Extraordinary Meetings*

NOTICE OF GENERAL MEETINGS

62. All meetings of Members shall be called by twenty-one days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and exclusive of the day for which it is given, and shall specify the place, *Notice of General Meetings required*

the day, and the hour of meeting, and in case of special business, the general nature of such business (and in the case of a meeting convened for passing a special resolution, the intention to propose such resolution as a special resolution), and shall be given in manner hereinafter mentioned to such persons as are, under the provisions herein contained, entitled to receive notices from the Company. With the consent in writing of all Members entitled to receive notices from the Company, a meeting may be convened by a shorter notice and in such manner as such Members may think fit.

63. The Directors may convene and hold at shorter notice than the statutory period or the period set out in Article 62 a General or Extraordinary Meeting subject to consent being obtained from shareholders holding at least 90% of the nominal value of the shares. *Short Notice*
64. The accidental omission to give notice to, or the non-receipt of notice by, any Member, shall not invalidate the proceedings at any General Meeting. *Omission and non-receipt of notice*

PROCEEDING AS GENERAL MEETINGS

65. All business shall be deemed special that is transacted at an Extraordinary Meeting, and also all business that is transacted at an Annual General Meeting, with the exception of declaring dividends, the reading and consideration of the accounts and balance sheet and the ordinary reports of the Directors and documents required to be annexed to the balance sheet, the election of directors and appointment of Auditors and other officers in the place of those retiring by rotation or otherwise, the fixing of the remuneration of the Auditors and the voting of remuneration or extra remuneration to the Directors. *Special business*
66. Any person entitled to be present and vote at a meeting may submit any resolution or amendment to the meeting, provided that at least five and not more than fourteen Clear Days before the day appointed for the meeting he shall have served upon the Company a notice in writing signed by him, containing the proposed resolution or amendment and stating his intention to submit the same. *Notice of resolutions and amendments by members*
67. Upon receipt of any such notice as in the last proceeding Article mentioned, the Secretary shall include in the notice of the meeting in any case where the notice of intention is received before the notice of the meeting is issued, and shall in any other case issue as quickly as possible to the Members notice that such resolution or amendments will be proposed. Any resolution or amendment of which such notice has not been given shall in the case of a resolution and may in the case of an amendment be ruled out of order, and the ruling of the Chairman shall be conclusive. *Issue of such notice*
68. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business; save as herein otherwise provided a representative or proxy of the shareholder which alone holds more than 50% of the total number of issued shares shall be a quorum for all purposes. *Quorum*
69. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present in person or by proxy (including a representative or proxy of the shareholder which alone holds more than 50% of the total number of issued shares) shall be a quorum. *Adjournment if quorum is not present*
70. The Chairman of the Board of Directors if any shall preside as Chairman at every General Meeting of the Company. If at any meeting the Chairman or Deputy Chairman, if any, be not present within fifteen minutes after the time appointed for holding the meeting, or be unwilling to act as Chairman, the Members present shall *Chairman Election of a Chairman*

- choose some director, or if no director be present, or if all the Directors present decline to take the chair, they shall choose some Member present to be Chairman.
71. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
72. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least two Members present in person or by proxy and entitled to vote, or by a Member or Members entitled either by reason of their own holding or as Representatives or as proxies, to cast one-tenth or more of the votes which could be cast in respect of that resolution if all persons entitled to vote thereon were present at the meeting. Unless a poll is so demanded, a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried, and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
73. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the resolution unless the same be pointed out at the same meeting, or at any adjournment thereof, and not in that case unless it shall in the opinion of the Chairman of the meeting be of sufficient magnitude to vitiate the resolution.
74. If a poll is dully demanded, it shall be taken at such time and in such manner (including the use of ballot or voting papers or tickets) as the Chairman may direct, and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may in the event of a poll, appoint scrutinisers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll. The demand for a poll may with the consent of the Chairman of the meeting be withdrawn.
75. 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 be entitled to a second or casting vote.
76. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. No notice need be given of a poll not taken immediately.
77. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

Adjournment

*Notice of
Adjournment*

Method of Voting

Demand of poll

*Votes counted in
error*

How poll to be taken

*Chairman's casting
vote*

Time for taking poll

*Continuance of
business after
demand for a poll*

VOTES OF MEMBERS

78. Subject to any special rights or restrictions as to voting attached by or in accordance with these presents to any class of shares, on a show of hands every member who is present in person shall have one vote per person, however where a poll is taken voting shall be one vote per share by every member who is present in person or by proxy.
79. In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of

*Voting rights of
members*

*Voting rights of joint
holders*

- 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.
80. A Member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his nominee, *curator bonis*, or other person in the nature of a nominee or *curator bonis* appointed by such Court, and such nominee, *curator bonis* or other person may on a poll vote by proxy, provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than three days before the time for holding the meeting. *Voting rights of lunatic members*
81. No Member shall, unless the Directors otherwise determine, be entitled to vote at a General Meeting either personally or by proxy, or to exercise any privilege as a Member unless all calls or other sums presently payable by him in respect of shares in the Company have been paid. *No right to vote where a call is unpaid*
82. No objection shall be raised to the qualifications 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 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. *Objections*
83. Votes may be given either personally or by proxy. On a show of hands a Member (other than a corporation) present only by proxy shall have no vote, but a proxy for corporation may vote on a show of hands. A proxy need not be a Member of the Company. *Votes on a poll*
84. Any corporation which is a Member of the Company may, by resolution of its Directors or other governing body, authorize any person to act as its Representative at any meeting of the Company or of any class of members of the Company, and such Representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual shareholder, including power, when personally present, to vote on a show of hands. *Voting of corporation*
85. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or if the appointer is a corporation either under the common Seal or under the hand of an officer or attorney so authorized. *Execution of proxies*
86. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notary certified copy of such power or authority, shall be deposited at the Office not later than the time appointed for holding the meeting or adjourned meeting, or in the case of a poll not later than the time appointed for the taking of the poll at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. *Deposit of proxies*
87. An instrument of proxy may be in the usual common form or in such other form as the Directors shall prescribe. The proxy shall be deemed to include the right to demand, or join in demanding, a poll, and shall (except and to the extent to which the proxy is specially directed to vote for or against any proposal) include power generally to act at the meeting for the Member giving the proxy. A proxy, whether in the usual or common form or not shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates, and need not be witnessed. *Form of proxies*
88. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or revocation of the proxy, or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the

Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Intervening death or insanity of principal not to revoke proxy

RESERVED MATTERS

89. The shareholders shall procure, as far as they lawfully can, that no action is or shall be taken or resolution passed by the Company in respect of the following matters without the consent of the shareholder which alone holds more than 50% of the total number of issued shares of the Company:

Reserved matters

- a) Vary in any respect the Company's memorandum and articles of association.
- b) Change the nature of business of the Company.
- c) Pass any resolution for the winding up of the Company.

BOARD AND SHAREHOLDER WRITTEN RESOLUTIONS

90. Subject to the provisions of the Act, a resolution in writing signed by or on behalf of all the shareholders or Directors for the time being entitled to receive notice of and to attend and vote at General and Extraordinary Meetings or Board of Directors Meetings shall be as valid and effective as if the same had been passed at the meeting duly convened and held, and may consist of two or more counterparts, in like form, each signed by or on behalf of one or more of the shareholders or directors.

Resolution in multiple counterparts

91. Likewise, a resolution of the Members or Directors entitled to receive notice of the meeting of the members or the board made by the Members or Directors in a teleconference or videoconference shall be as valid and effectual as if it had been passed at the meeting of the members or the Board provided that such resolution shall thereafter be reduced to writing and signed by the chairman and the company Secretary.

Resolution by tele- or video conference

92. Any shareholders meeting where shareholders of the Company holding more than 50% of the total number of issued shares of the Company (the "**Absent Majority Shareholders**") are not present, is postponed or adjourned in terms of the Act, then a postponed or adjourned shareholders meeting may proceed with a simple notice of the postponed or adjourned shareholders meeting without necessity of any further formality. In case of absence of majority shareholders in the postponed/adjourned shareholders meeting, the decisions taken by such shareholders' meeting shall have the same value as if they were taken by majority shareholders and Absent Majority Shareholders waive any objection rights in this regard.

DIRECTORS

93. Majority Shareholder shall be entitled to appoint at any time the Chairman, the Deputy Chairman and a number of directors sufficient to maintain the majority of directors to serve on the Board of Directors or alternatively, should Majority Shareholder decide to appoint the same number of directors to serve on the Board of Directors, Majority Shareholder shall be entitled to appoint at any time a director with the casting vote (who shall also serve as the Chairman of the Board of Directors).

Powers to appoint directors

94. At the incorporation of the Company, Majority Shareholder shall appoint the senior management of the Company, shall define their roles and responsibilities and determine their remuneration package. Their replacement, any change in the

- organizational structure or any other modification in their role and responsibilities or remuneration package shall be at the sole discretion of directors appointed by Majority Shareholder in the Board of Directors. *Senior Management*
95. Unless and until otherwise determined by the shareholders and by notice served upon the registered office of the Company the number of directors shall not be less than two nor more than five in number of whom one shall be the Chairman. All Directors shall be elected and removed by the shareholder of the Company. The first directors of the Company shall be:- *Number of Directors*
- a) Chigozie Azubuke Nwachukwu
 - b) Nwabueze Nnadozie
 - c) Chimezie Ezima
 - d) Ogugua Uchenna Obidike
96. The Directors shall be paid out of the funds of the Company by way of remuneration for their services, such sum as the Company in General Meeting may from time to time determine. The Directors shall also be paid all reasonable travelling, hotel and other expenses incurred by them in connection with attending and returning from Board Meetings or otherwise in connection with the business of the Company. *Remuneration of Directors*
97. Any director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which, in the opinion of the Board, are outside the scope of the ordinary duties of a director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine, which shall be charged as part of the Company's ordinary working expenses. *Extra Remuneration*
98. The office of a director shall be vacated in any of the following events, namely:-
- (a) If (not being an executive director holding office as such for a fixed term) he resigns his office by writing under his hand left at the Office.
 - (b) If he has a receiving order made against him or compounds with his creditors.
 - (c) If he be found lunatic or of unsound mind.
 - (d) If he be absent from meetings of the Directors for six months without leave and the Directors resolve that, by reason of such absence, his office be vacated.
 - (e) If he be removed from office pursuant to Article 102.
99. A director may hold any other office or place of profit under the Company (other than the office of Auditor) and may act in a professional capacity for the Company in conjunction with his office of director, on such terms as to remuneration and otherwise as the Board may determine, and no director or intending director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any such other office or place of profit, or as vendor, purchaser or otherwise, nor shall any such contract, or any contract arrangement entered into by or on behalf of the Company in which any director is in any way interested be liable to be avoided, 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 or arrangement by reason of such director holding that office, or of the fiduciary relating thereby established, provided that the nature of the interest of the director in such contract or proposed contract or arrangement be declared at the meeting of the Directors at which the question is first taken into consideration if his interest then exists, or in any other case at the next meeting of the Directors held after he became interested and that such interest is approved or not by the Board of Directors. A director may not vote in respect of any contract or arrangement in which he is interested and shall not be counted in ascertaining whether a quorum is present. A general notice sufficient given to the Board by a director to the effect *Vacation of Office*

- that he is a member of or beneficially interested in a specified firm or Company and is to be regarded as interested in any contracts or arrangements which may be made with that firm or Company after the date of such notice shall be sufficient declaration of interest under this Article.
100. The Company in a General Meeting may from time to time increase or reduce the number of directors. *Power of Directors to hold offices of profit and to contract with company*
101. The majority shareholder which alone holds more than 50% of the total number of issued shares of the Company 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 Board, but so that the total number of directors shall not at any time exceed the maximum number fixed by or in accordance with these presents. *Power to increase number of directors*
Power to fill casual vacancies and to appoint additional directors
102. The majority shareholder which alone holds more than 50% of the total number of issued shares of the Company may by written notice to the Company's registered office remove any director before the expiration of his period of office, and may by notice in writing to be served upon the Company's registered office appoint another person in his stead. *Removal of Directors*

POWERS OF DIRECTORS

103. The Board of Directors shall be responsible for the overall direction and supervision of the Company. *General power of Directors to manage Company's Business*
104. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Act or by these presents required to be exercised by the Company in the General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by special resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such 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 Directors by any other Article.
105. The Directors may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more subsidiary companies, and they may on behalf of the Company make such arrangements as they think advisable for taking the profits or bearing the losses of any branch or business so carried on or financing, assisting or subsidizing any such subsidiary Company or guaranteeing its contracts, obligations or liabilities and they may appoint, remove and re-appoint any persons (whether members of their own body or not) to act as directors, executive Directors or managers of any such Company or any other Company in which the Company may be interested, and may determine the remuneration (whether by way of salary, commission on profits or otherwise) of any person so appointed, and any Directors of this Company may retain any remuneration so payable to them. *Organization of subsidiary companies*
106. The Directors may from time to time and at any time by power of attorney appoint any Company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as they may think fit, and any such power 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 sub-delegate all or any of the powers, authorities and discretion vested in him. *Power to appoint attorney*

107. The Company may exercise the powers conferred by the Act with regard to having an official Seal for use abroad, and such powers shall be vested in the Directors. *Power to have seal for use abroad*
108. The Company, or the Directors on behalf of the Company, may cause to be kept in any part of the world in which the Company transacts business, a Branch Register or Registers of Members resident there and the Directors may (subject to the provisions of the Act) make and vary such regulations as they may think fit respecting the keeping of any such Register.
109. The authority to legally represent the company shall vest in each director acting jointly with one other director. *Authority to legally represent the company*

BORROWING POWERS

110. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they may in their absolute discretion think fit. The Directors may secure the repayment or raise any such sums as aforesaid by legal or equitable Mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled capital, or by the issue at such price as they may think fit, of debentures and debenture stock either charged upon the whole or any part of the property and the assets (including its uncalled Capital) of the Company or not so charged, or in such other way as the Directors may think expedient. *Power to borrow and give security*
111. Subject to the provisions of Article 98 of these presents, a director of this Company may be or become a director or other officer of, or otherwise interested in, any Company including but not limited to any Company promoted by this Company or in which this Company may be interested as shareholder or otherwise, and no such director shall be accountable for any remuneration or other benefits received by him as director or officer of, or from his interest in such other Company. The Board may also exercise the voting power conferred by the shares in favour of any resolution appointing it or any of its number, directors or officers of such other Company. Furthermore, any director of this Company may vote in favour of the exercise of such voting rights in the manner aforesaid notwithstanding that he may be or be about to become a director or officer of such other Company and as such or in any other manner is or may be interested in the exercise of such voting rights in a manner aforesaid. *Holding of concurrent office*
112. All cheques, promissory notes, bills of exchange, and other negotiable or 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 Directors shall from time to time by resolution determine. *Signature of cheques and bills*

PROCEEDINGS OF DIRECTORS

113. (a) The Directors may meet together for dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes; the Chairman shall have a second or casting vote. A director may, and the Secretary on the requisition of a director shall, at any time, summon a meeting of the Directors. *Board Meetings*
Votes
- (b) Notices of meetings of Directors, including adjourned meetings, shall be given at least ten (10) days before the date of the meeting. The inadvertent failure to give notice as aforesaid shall not invalidate anything lawfully done at the meeting in respect of which such notice is not given. A meeting of the Directors of the Company shall notwithstanding that it is called by a shorter notice, be deemed to have been duly convened if it is so agreed by all the Directors present.
- (c) Provided that the requisite notices are served upon Directors and subject to the consent of a majority of such Directors, Directors can conduct their meetings on

telephone, and all meetings so conducted shall be deemed to have the same status as meetings at which the Directors have physically convened.

114. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed at any other number shall be two (one of which shall always be a director appointed by a shareholder which alone holds more than 50% of the total number of issued shares of the Company). *Quorum*
115. The continuing Directors may act notwithstanding any vacancies in the Board, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these presents, the continuing directors or director may act for the purpose of filling up vacancies in the Board or of summoning General Meetings of the Company, but not for any other purpose. If there be no directors or director able or willing to act, then any shareholder may summon a General Meeting of shareholders for the purpose of appointing directors. *Proceedings in case of vacancies*
116. A resolution in writing, signed by all Directors for the time being, shall be effective as a resolution passed at a meeting of the Directors duly convened and held, subject to Articles 90 and 91. *Resolutions in writing*
117. A meeting of the Directors for the time being, at which a quorum is present, shall be competent to exercise all powers and discretion for the time being exercisable by the Directors. *Powers of meeting at which a quorum is present*
118. Without prejudice and in addition to the Provisions of Article 104 the Directors may delegate any of their powers to committees consisting of such number of members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Directors. *Power to appoint committees*
119. The meetings and proceedings of any such committee, consisting of two or more members, shall be governed by the provisions of these presents regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under the last preceding Article. *Proceedings at committee meetings*
120. All acts done by any meeting of Directors, or of a committee of Directors, or by any person acting as a director, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any such director, or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed, and was qualified and had continued to be a director and had been entitled to vote. *Validity of acts of Directors in spite of some formal defect*

ALTERNATE DIRECTOR

121. Any director may at any time appoint any person approved by the Board to be an Alternate Director of the Company and may at any time remove any Alternate Director so appointed by him from office. An Alternate Director so appointed shall not be entitled to receive any remuneration from the Company or to appoint an Alternate, but shall otherwise be subject to the provisions of these presents with regard to Directors. An Alternate Director shall be entitled to receive notices of all meetings of the Board, and to attend and vote as a director at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointer as a director in the absence of such appointer. An Alternate Director shall ipso *facto* cease to be an Alternate Director if his appointer ceases for any reason to be a director. All appointments and removals of Alternate Directors shall be effected by writing under the hand of the director making or revoking such appointment left at the office. *Provision for appointing and removing Alternate Directors*

MINUTES

122. The Directors shall cause proper minutes to be made in books to be provided for the purpose of all appointments of officers made by the Directors, of the proceedings of all meetings of Directors and committees of Directors and of the attendance thereat, and of the proceedings of all meetings of the Company and all business transacted, resolutions passed and orders made at such meetings, and any such minute of such meetings if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting of the Company or Directors or committee, as the case may be, shall be sufficient evidence without any further proof of the facts therein stated.

Records of appointments and proceedings to be kept

EXECUTION OF DOCUMENTS

123. Notwithstanding anything to the contrary contained in these Articles and in addition to the applicable requirements contained in the Act where a document must be signed by a director or the directors of the Company on behalf of, or in relation to, the Company, for as long as the Company has a shareholder which alone holds more than 50% of the total number of issued shares of the Company, such document shall only be duly signed if signed, or also signed, by at least one director nominated by such shareholder for appointment.

Execution of documents

SEAL

124. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board and shall be so affixed in the presence of at least one director and Secretary or some other person approved by the Board, both of whom shall sign every instrument to which the Seal is affixed in their presence.

Formalities for affixing seal

AUTHENTICATION OF DOCUMENTS

125. Any director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company (including these Articles) and any resolutions passed by the Company or the Board, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts there from as true copies or extracts, and where any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.

Power to authenticate documents

EXISTING BUSINESS

126. The Company shall benefit as much as possible from the services offered in Tanzania providing corporate services including but not limited to, legal, human resources, finance and information technology, that may be necessary to the Company at an Arm's Length Market Terms which will depend on the nature and volume of services provided.

Existing business

FINANCE FOR THE COMPANY

127. The shareholders agree to contribute the initial funding required by the Company (the "**Initial Funding**") on a pro rata basis.
128. The shareholders agreed that subsequent funding required by the Company shall be determined by the Board of Directors (the "**Subsequent Funding**").
129. In the event that the Minority Shareholders are not be able to provide the total amount for the Initial Funding and/or Subsequent Funding, Majority Shareholder shall have a preferential right to provide any outstanding amounts in lieu of the

Initial funding

Subsequent funding

- Minority Shareholders and either (a) as a shareholder's loan, and/or, (b) through diluting the shareholding of the Minority Shareholders in the Company. Funding by Majority Shareholder
130. The shareholders agree that should the Company secure finance from external sources in the form of third-party debt or development aid (the "**External Funding**"), the Company shall apply 100 per cent of such External Funding towards the Subsequent Funding required by the Company, and the shareholders' obligations to contribute to the Subsequent Funding shall be reduced by the aggregate amount of the External Funding on a pro rata basis. In the event that External Funding is obtained, the shareholders shall not be obliged to provide guarantees for the Company's liabilities in respect of any such finance but, if they do so, they shall be given in proportion to their respective equity interests in the Company. The liabilities of the shareholders under any such guarantees shall be several and, if a claim is made under any such guarantee against a shareholder, that shareholder shall be entitled to a contribution from the other shareholder so as to ensure that the aggregate liability is borne in proportion to their respective equity interests in the Company. Notwithstanding a shareholder ceasing to be a shareholder, he/she shall remain liable under any such guarantees for any claims arising in respect of any default by the Company occurring during the period when that shareholder was a shareholder in the Company. *External funding*
131. The shareholder loans made by Majority Shareholder shall be on terms and conditions which Majority Shareholder normally offers to its Affiliates including that:
- (a) if External Funding has been obtained, the interest rate under the shareholder loans is to be the applicable primary benchmark rate as per the External Funding plus 200 (two hundred) basis points which shall apply to all shareholder loans made by Majority Shareholder;
 - (a) if no External Funding has been obtained, the interest rate under the shareholder loans is to be market rate within the interbank environment in Tanzania or any other applicable country plus 200 (two hundred) basis points which shall apply to all shareholder loans;
 - (b) repayments of principal and payment of accrued interest under a shareholder loan shall be subordinated as required by any third-party lenders.

*Terms of the
shareholders loans*

DIVIDENDS

132. The Company shall apply firstly, 100% of its Free Cashflows (the “**Repayment Funds**”) to repay any shareholder loans and repayment of any debt to the Affiliates of Majority Shareholder until such time as the shareholder loans and debts are repaid in full. Thereafter, the Company shall apply 100% of its Free Cashflows to the shareholders by way of dividend payments. *Repayment funds*
133. The shareholders agree that the Company shall apply the Repayment Funds to the repayment of any outstanding shareholder loans and the debts towards Majority Shareholder’s Affiliates until such time as the shareholder loans and debts have been repaid in full. *Repayment of shareholders loans*
134. Notwithstanding anything to the contrary contained in these Articles, where there is a possibility of dividend distribution, such dividend distribution shall always be approved by a shareholder which alone holds more than 50% of the total number of issued shares of the Company. *Entitlement to dividends*
135. Subject to Articles 132 to 134 and to any special rights as to dividend attached to any new class of shares in accordance with these presents, the profits of the Company available for dividend and resolved to be distributed in respect of any financial year or other period for which the Company’s accounts are made up and submitted to the Company in General Meeting shall be apportioned and paid to the Members according to the amounts paid on the shares held by them respectively during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividends as from a particular date, such share shall rank for dividends accordingly. *Payment of dividends*
136. No dividend shall be payable except out of the profits of the Company, or in excess of the amount recommended by the Directors. *Dividends payable only out of profits*
137. Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets, and in particular of paid up shares, debentures or debenture stock of the Company, or paid up shares, debentures or debenture stock of any other Company, or in any one or more of such ways.
138. If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may pay to the Holders of any class of shares interim dividends thereon of such amounts and on such dates as they think fit. *Payment of interim dividends*
139. No unpaid dividend, bonus or interest shall bear interest as against the Company. *Dividends not to bear interest*
140. The Directors may retain any dividends and bonuses payable on shares 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. *Retention of dividends*
141. The payment of the Directors of any unclaimed dividend into an unclaimed account shall not constitute the Company a trustee in respect thereof, and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company. *Unclaimed dividends
Payment of unclaimed dividend*
142. If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share. *Dividends due to joint holders*

RESERVES

143. The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which shall at the discretion of the Directors be applicable for meeting contingencies or for the gradual liquidation of any debt or liability of the Company or for repairing or maintaining the works plant *Carry profit to reserves*

and machinery of the Company or for special dividends or bonuses or for equalizing dividends or for any other purposes to which the profits of the Company may properly be applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors think fit. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think it not prudent to divide.

Application of reserves

Division of reserves into special funds

Power to carry forward profits

144. The Directors may establish a reserve to be called the Capital Reserve, which shall not be available for dividend, but which shall be available to meet depreciation or contingencies or for repairing, improving, or maintaining any property of the Company or for such other purposes as the Directors may in their discretion think conducive to the interests of the Company, and the Directors may invest the sums standing to the Capital Reserve in such investments as they think fit, other than shares or stock of the Company, and may from time to time deal with or vary such investments and dispose of all or any part thereof with full power to employ the Capital Reserve in the business of the Company, and that without keeping it separate from the other assets and with power to divide the said Capital Reserve into separate accounts or funds if they think fit.

Power to establish and deal with Capital Reserves

CAPITALISATION OF PROFITS AND RESERVES

145. The Company in General Meeting may, upon the recommendation of the Directors, resolve that it is desirable to capitalize any undivided profits of the Company not required for paying the fixed dividends or Preference Shares if any (including profits carried and standing to the credit of any reserve or reserves or other special account), and accordingly that the Directors be authorized and directed to appropriate the profits resolved to be capitalized to the Members in the proportions in which such profits would have been divisible amongst them had the same been applied in paying dividends instead of being capitalized, and to apply such profits on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such Members respectively, or in paying up in full unissued shares, debentures or securities of the Company of a nominal amount equal to such profits, such shares, debentures or securities to be allotted and distributed credited as fully paid up, to and amongst such Members in the proportion aforesaid, or partly in one way and partly in the other.

Power to capitalize profits

ACCOUNTING STANDARDS

146. The Company shall adopt the Accounting Principles, and the Company's accounts shall be drawn up in accordance with them, and the Company shall abide by the Accounting Principles.
147. The Company's financial year shall be 1 January to 31 December, unless the shareholders agree otherwise.

Accounting principles

Financial year

ACCOUNTS

148. The Directors shall cause proper books of account to be kept with respect to: -
- (a) all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Company; and the assets and liabilities of the Company.

Directors to keep proper accounts

149. The books of account shall be kept at the office or at such other place as the Directors think fit, and shall always be open to the inspection of the Directors. No Member (other than a director or a Member which alone holds more than 50% of the total number of issued shares of the Company) shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or authorized by the Directors or by the Company in General Meeting. *Inspection of books*
150. The Directors shall once at least in every year lay before the Company in General Meeting a profit and loss account and a balance sheet containing a general summary of the capital, the assets, and the liabilities of the Company arranged under suitable heads, both made up to a date not more than six months before the meeting. *Submission of balance sheet and profit and loss account*
151. Every such balance sheet as aforesaid shall be signed on behalf of the Board by two of the Directors, and shall have attached to it a report of the Directors as to the state of the Company's affairs and the amount which they recommend to be paid by way of dividend to the Members, and the amount (if any) which they have carried or propose to carry to the Capital Reserve Fund, general reserve or reserve account shown specifically on the balance sheet or to be shown specifically on a subsequent balance sheet. The balance sheet shall also have attached or annexed to it, the Auditors' report and such other documents as the Act may require. *Signature of balance sheets*

AUDIT

152. The Company shall at each Annual General Meeting appoint an Auditor or Auditors to hold office until the next ensuing Annual General Meeting. The Auditor's report shall be read before the Company at the Annual General Meeting and shall be open to inspection by any Member. The Auditors' duties shall be regulated in accordance with the Act. *Appointment of Auditors*
153. The Auditors of the Company shall be appointed by the Board of Directors. Any change in the Auditors shall be approved by Majority Shareholder (or if it directs, directors appointed by it on the Board of Directors).” *Change of auditors*
154. No director or other officer of the Company or any person who is a partner of or in the employment of an officer of the Company, or any corporation, shall be capable of being appointed Auditor of the Company. *Directors not to be auditors*

NOTICES

155. Any notice or document may be served by the Company on any Member wherever resident either personally or by fax or e-mail or telex or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members, provided that if such address is outside Tanzania, such letter shall be sent by air mail. In respect of joint holdings, all notices shall be given to 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. *Service of Notices*
156. Any notice or other document, if sent by fax or e-mail or telex shall be deemed to have been served as soon as the message has been transmitted, and if served by post, shall be deemed to have been served Ninety-six hours after the letter containing the same is posted, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed, stamped and posted. *Proof of postage to be sufficient proof of service*
157. Any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these presents shall, notwithstanding that such Member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder, and such service shall for all purposes be deemed a sufficient service of such notice or *Service to be sufficient notwithstanding death or bankruptcy of member served*

document on all persons interested (whether jointly with or as claiming through or under him) in the share.

CONFIDENTIALITY

158. Each Minority Shareholder recognises that it will be given and have access to Confidential Information of other Minority Shareholders and Majority Shareholder and its Affiliates. Each Minority Shareholder hereby agrees that:

Access to confidential information

- (a) it shall not, without the prior written consent of Majority Shareholder, directly or indirectly, disclose or cause to be disclosed any Confidential Information to any third party;
- (b) it shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorised disclosure thereof;
- (c) it shall promptly inform Majority Shareholder of any potential or accidental disclosure of Confidential Information and shall take all reasonable steps to retrieve and protect said Confidential Information; and
- (d) it shall ensure that all its Representatives and advisers, who are given access to any Confidential Information, shall at all times be bound by legally valid non-disclosure obligations.

159. In the event that any Minority Shareholder ceases to be a shareholder of the Company for any reason whatsoever, Majority Shareholder shall be entitled to request that he/she returns to Majority Shareholder (or such persons as Majority Shareholder may direct) all documents and information related to the Company or any other shareholder of the Company and all copies thereof in the possession or under the control of the departing Minority Shareholder or its Representatives or that the departing Minority Shareholder confirms that it has destroyed such documents and information.

Return or destruction of Company's information

160. The term "**Confidential Information**" as used herein shall mean (A) any and all technical and non-technical information provided by any shareholder or in relation to the Company or to which the departing Minority Shareholder is privy, including but not limited to (i) intellectual property information; (ii) trade secrets; (iii) proprietary information related to the name of the beneficial owner and/or the shareholders, any current, future or proposed products and services of any of the shareholders or the Company or its affiliates, including, without limitation, ideas, techniques, know-how, processes, equipment, formulae, information concerning specifications, financial information, information concerning procurement requirements, purchasing, manufacturing, customers, investors, employees, business and contractual relationships, business forecasts, sales and merchandising or marketing plans and information any of the shareholders or the Company provides regarding third parties; and (iv) such other information, which is identified by any of the shareholders or the Company as being confidential or which by its nature or the circumstances of its disclosure is or should be considered to be confidential; and (B) the existence and contents of any agreement or understanding between the shareholders or any related documents/matters.

Confidential information

WINDING - UP

161. If the Company shall be wound up (whether liquidation is voluntary, or under supervision, or by Court), the liquidator may with the authority of a special resolution, divide among the Members in specie or kind the whole or any part of the assets of the Company and whether or not the assets of the Company shall consist of property of one kind or shall consist of properties of different kinds and may for such purpose set such value as he deems fair upon any one or more class or classes or property and may determine how such division shall be carried out as between the Members of different classes or Members. The liquidator may, with the

Provisions relating to liquidation



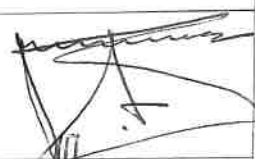

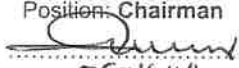

like authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.

INDEMNITY

162. Subject to the provisions of the Act every director, Managing Agent, Auditor, Manager, Secretary or officer or Servant of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.
163. No directors, Managing Agent, Auditor or other officers of the Company shall be liable for the acts, receipts, neglects or defaults of any other director or Officer, or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency or any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by any error of judgment, omission, default or oversight on his part, or for any other loss, damages or misfortune whatsoever which shall happen in relation to the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.


*Indemnity of
directors and officers
or servants*

WE, the persons whose names and addresses are subscribed, desire to be formed into a company, in pursuance of these Articles, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:

Names and Postal Addresses of Subscribers	Number of Shares taken by each Subscriber	Signature of Subscribers
Name: Nwabueze Nnadozie Mbanaso Address: Plot No. ... Block House no. 4 PO Box Ikenja Street Lagos, Nigeria.	15,000	
Name: Chigozie Azibuike Nwachukwu Address: Plot No. ... Block House no. 13 PO Box Ikenja Street Lagos, Nigeria.	15,000	
Name: Chimezie Ezima Address: Plot No. ... Block House no. 56 PO Box Allen Avenue Lagos, Nigeria.	10,000	
Name: Ogugua Uchenna Obidike Address: Plot No. ... Block House no. 14 PO Box Ikenja Street Lagos, Nigeria.	9,000	
Name: Harvest Group of Companies Limited Mwadena Villas 4, 36B Twin Palm Road, Kabulonga, Lusaka, Zambia	51,000	<p>Uwachukwu Name: IKORO NGATO Position: Chairman  Name: OGUGUA Position: Chief Executive Officer </p> <p>HARVEST GROUP Company Stamp/Seal 23 MAR 2023</p>
TOTAL	100,000	

Dated at Dar es Salaam this 23rd March 2023.

Witness to the above signatures:

Signature: 

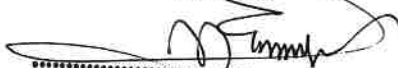
Name: MILAO NKULUKUSA

Address: PLOT 22909, PHI CHANAMA, LUSAKA

Qualification: Advocate / Notary Public / Commissioner for Oaths



MILAO NKULUKUSA
Advocate


Commissioner for Oaths

OF COMPANIES LIMITED